



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

**Regular Meeting-Wednesday, December 19, 2012
10:30 A.M.
(125 South Clark Street)**

Published by the Authority of the Chicago Board of Education

**David J. Vitale
President**

**Estela G. Beltran
Secretary**

ATTEST:


Secretary of the Board of Education
of the City of Chicago

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

President Vitale invited Jadine Chou, Chief Safety & Security Officer to provide a status on school safety.

President Vitale thereupon continued with the Honoring Excellence segment of the Board Meeting.

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

PRESENT: Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 6

ABSENT: Dr. Bienen – 1

ALSO PRESENT: Dr. Barbara Byrd-Bennett, Chief Executive Officer, Mr. James Bebley, General Counsel, Marquis D. Watson, Honorary Student Board Member, and Silas Woods, III, Shadow Student.

ABSENT: None

President Vitale thereupon opened the floor to the CEO comments and Report segment of the Board Meeting. Dr. Barbara Byrd-Bennett, Chief Executive Officer, and Ms. Carly Bolger, Executive Director – New Schools and Programs, proceeded with a presentation on the Call for Quality Schools Recommendations [12-1219-EX3]. Ms. Opal Walls, Director of Business Diversity, proceeded with a presentation on Minority and Women Owned Business Enterprises [12-1219-RS2]. Mr. Tim Cawley, Chief Administrative Officer, proceeded with a presentation on the Capital Improvement Program, Review of School Renovation Projects During Summer 2012.

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

Note: Dr. Hines left meeting at approximately 1:10 p.m.

Mr. James Bebley, General Counsel proceeded with a presentation on Board Rules Annual Readoption [12-1219-RU1] and Rescind Outdated Policies in Board Reports 02-0227-PO03, 00-0927-PO1, 03-0924-PO02, 03-1217-PO01, 98-0826-PO2, 96-0626-PO2, 08-0924-PO1, 98-0923-PO5, 06-0726-PO7 and 96-0124-RS6 [12-1219-PO1].

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

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

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

Board Member Zopp presented the following Motion:

12-1219-MO1

MOTION TO HOLD A CLOSED SESSION

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

- (1) information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act;
- (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act;
- (3) the purchase or lease of real property for the use of the Board pursuant to Section 2(c)(5) of the Open Meetings Act;
- (4) the setting of a price for the sale or lease of real property owned by the Board pursuant to Section 2(c)(6) of the Open Meetings Act;
- (5) security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act;
- (6) matters relating to individual students pursuant to Section 2(c)(10) of the Open Meetings Act;
- (7) pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act; and
- (8) discussion of closed session minutes pursuant to Section 2(c)(21) of the Open Meetings Act, including audio tapes created pursuant to Section 2.06 of the Open Meetings Act.

Board Member Sierra moved to adopt Motion 12-1219-MO1.

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

Yeas: Mr. Ruiz, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 5

Nays: None

President Vitale thereupon declared Motion 12-1219-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 December 19, 2012, beginning at 2:32 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6th Floor, and Chicago Illinois 60603.**
- (2) **PRESENT: Mr. Ruiz, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 5**
- (3) **ABSENT: Dr. Bienen and Dr. Hines - 2**

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

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Mr. Ruiz, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 5

Members absent after Closed Session: Dr. Bienen and Dr. Hines - 2

President Vitale thereupon proceeded with Agenda Items.

12-1219-AR3

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
JESUS DE LEON – CASE NO. 02 WC 54562**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Jesus De Leon, Case No. 02 WC 54562 and subject to the approval of the Illinois Commission, in the amount of **\$100,000.00**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2013.....\$100,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

12-1219-AR4

APPROVE SETTLEMENT RECOMMENDATION IN KATHALEEN COOLEY (CASE NO. 09-2109)

THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:

DESCRIPTION: Law Department attorneys have tentatively reached a settlement, subject to Board approval, in connection with a federal lawsuit filed by former probationary teacher, Kathaleen Cooley disposing of all Cooley's claims, attorneys' fees and costs associated with the underlying lawsuit. The General Counsel recommends approval of the settlement, which calls for the payment of TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000.00) for all of Kathaleen Cooley's claims, including attorneys' fees and costs.

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

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

FINANCIAL: Charge \$230,000.00 to Law Department
Budget Classification Fiscal Year 2013..... 12670-115-54530-231122-000000-2013

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, in accordance with 105 ILCS 5/24-13.1, 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 restrict the employment of or the letting of contracts to, former Board Members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4) as amended from time to time, is hereby incorporated in to 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. Ruiz, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 5

Nays: None

President Vitale indicated that if there were no objections, Board Reports 12-1219-AR3 and 12-1219-AR4 would be adopted by the roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-1219-AR3 and 12-1219-AR4 adopted.

12-1219-AR5

DEBARMENT OF THEODORE FLAN and FLAN PROFESSIONAL SERVICES, INC.

THE CHIEF ADMINISTRATIVE OFFICE RREPORTS THE FOLLOWING RECOMMENDATION:

That the Board of Education of the City of Chicago ("Board") fully and permanently debar THEODORE FLAN and FLAN PROFESSIONAL SERVICES, INC. (collectively, "Respondents") from doing any business with the Board.

On July 18, 2012, the Board's Chief Purchasing Officer filed and served on Respondents a Notice of Proposed Debarment ("Notice"), initiating interim constraints and a debarment proceeding against them, based upon Respondents' improper conduct relating to bills, invoices, and claims in violation of sections 2(f)(1) – (3), (6), (7) & (16) of the Debarment Policy. Respondents failed to admit or deny the allegations

set forth in the Notice. Section 4.5(d) of the Debarment Policy provides that a failure to respond "to any allegation in the Notice shall be deemed an admission of that allegation," and that if "Respondent[s] fail to file a timely Answer to the Notice . . . all of the allegations . . . shall be deemed to be admitted."

Based on the facts set forth in the Notice, the Chief Administrative Officer, Tim Cawley, recommends that the Board fully and permanently debar all Respondents from doing any business with the Board, effective immediately.

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

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

FINANCIAL: None.

GENERAL CONDITIONS: None.

12-1219-AR6

DEBARMENT OF LOUIS JAMES, LORI JAMES, LESLIE LAMONT BRYANT, and LOVE TO SERVE, INC.

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING RECOMMENDATION:

That the Board of Education of the City of Chicago ("Board") fully and permanently debar LOUIS JAMES, LORI JAMES, LESLIE LAMONT BRYANT, and LOVE TO SERVE, INC (collectively, "Respondents") from doing any business with the Board.

On June 23, 2012, the Board's Chief Purchasing Officer filed and served on Respondents a Notice of Proposed Debarment ("Notice"), initiating interim constraints and a debarment proceeding against them, based upon Respondents' improper conduct relating to bills, invoices, and claims in violation of sections 2(i)(1) – (3), (6) & (7) of the Debarment Policy. Louis James failed to admit or deny the allegations set forth in the Notice. Section 4.5(d) of the Debarment Policy provides that a failure to respond "to any allegation in the Notice shall be deemed an admission of that allegation," and that if "Respondent[s] fail to file a timely Answer to the Notice . . . all of the allegations . . . shall be deemed to be admitted." The remaining Respondents filed a response to the Notice but failed to produce evidence refuting the allegations set forth in the Notice.

Based on the facts set forth in the Notice, the Chief Administrative Officer, Tim Cawley, recommends that the Board fully and permanently debar all Respondents from doing any business with the Board, effective immediately.

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

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

FINANCIAL: None.

GENERAL CONDITIONS: None.

12-1219-AR7

PROPERTY TAX APPEAL REFUND—AUTHORIZE SETTLEMENT FOR ASHLEY CAPITAL PTAB APPEALS REGARDING ITS PROPERTY FOR TAX YEARS 2006-08

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of appeals by Ashley Capital regarding its multi-building, multi-parcel industrial property at 9500 S. Dorchester Avenue, Chicago, Illinois, for the 2006-2008 tax years. This settlement results in a total refund of \$291,982, plus interest, for the tax years involved, with a savings of about \$875,000, plus interest. The refund will be implemented by reductions in the Board's property-tax revenues in calendar year 2012 or thereafter. This settlement does not involve a direct payout of Board funds.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: There is no charge to any Board account. The refund payment is to be deducted from the Board's tax revenues in calendar year 2012 or thereafter \$291,982, plus interest

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

12-1219-AR8

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(JULIE C. KELLER)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective January 2, 2013.

DESCRIPTION:

NAME:	FROM:	TO:
Julie C. Keller	New Employee	Functional Title: Professional V External Title: Assistant General Counsel Pay Band: 7 Department of Law Position No. 245048 Flat rate Annual Salary: \$95,000.00

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 FY13 School budget.

12-1219-AR9

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(LISA A. DREISHMIRE)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective January 2, 2013.

DESCRIPTION:

NAME:	FROM:	TO:
Lisa A. Dreishmire	New Employee	Functional Title: Professional V External Title: Assistant General Counsel Pay Band: 7 Department of Law Position No. 245029 Flat rate Annual Salary: \$91,000.00

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 FY13 School budget.

12-1219-AR10

APPOINT ASSISTANT GENERAL COUNSEL DEPARTMENT OF LAW (WYNTER C.N. JACKSON)

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective January 7, 2013.

DESCRIPTION:

NAME:	FROM:	TO:
Wynter C.N. Jackson	New Employee	Functional Title: Professional IV External Title: Assistant General Counsel Pay Band: 6 Department of Law Position No. 245030 Flat rate Annual Salary: \$72,000.00

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 FY13 School budget.

12-1219-AR11

APPOINT ASSISTANT GENERAL COUNSEL DEPARTMENT OF LAW (KATHLEEN D. CRAWFORD)

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective January 31, 2013.

DESCRIPTION:

NAME:	FROM:	TO:
Kathleen D. Crawford	New Employee	Functional Title: Professional IV External Title: Assistant General Counsel Pay Band: 6 Department of Law Position No. 245056 Flat rate Annual Salary: \$75,000.00

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 FY13 School budget.

12-1219-AR12

**TRANSFER AND APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(LIBBY N. MASSEY)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective December 27, 2012.

DESCRIPTION:

NAME:	FROM:	TO:
Libby N. Massey	Functional Title: Professional II	Professional IV
	External Title: Employee Relations Specialist	Assistant General Counsel
	Pay Band: 4	6
	Department: Talent	Law
	Position Number: 473273	245062
	Salary: \$65,000.00	\$63,800.00

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 FY13 School budget.

President Vitale indicated that if there were no objections, Board Reports 12-1219-AR5 through 12-1219-AR12 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-1219-AR5 through 12-1219-AR12 adopted.

12-1219-EX12

**APPROVE APPOINTMENT OF CHIEF ACCOUNTABILITY OFFICER
(John Barker)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Approve the appointment of John Barker to the position of Chief Accountability Officer, effective January 2, 2013, at the salary set forth below:

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
John Barker	New Employee	External Title: Chief Accountability Officer Functional Title: Executive Officer Position No.: TBD Basic Salary: \$175,000.00 Pay Band: A10 Budget Classification: TBD

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: The expenditure involved in this report is not in excess of the regular budget appropriation. The Chief Accountability Officer is provided with a gross one-time lump sum payment of \$5,000 as a sign-on and retention bonus and a gross relocation lump-sum of \$10,000 for relocation expenses, both of which are subject to repayment in whole to the Board in the event this employee's employment is voluntarily terminated within 24 months of this Board Report.

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY13 department budget.

12-1219-EX13

**APPROVE APPOINTMENT OF CONTROLLER
EFFECTIVE DECEMBER 17, 2012 AND RATIFY ALL LAWFUL ACTIONS TAKEN
AS CONTROLLER SINCE DECEMBER 17, 2012
(Melinda Gildart)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

1. Appoint Melinda Gildart to the position of Controller, effective December 17, 2012, at the salary set forth below;
2. Ratify, adopt and assume all lawful acts taken by Melinda Gildart as Controller between 12:00 a.m. December 17, 2012, and the Board's approval of this Board Report.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Melinda Gildart	New Employee	External Title: Controller Functional Title: Officer Position No: 242046 Basic Salary: \$158,000 Pay Band: A09 Budget Classification: 12410-115-52100-252502-000000

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

**AFFIRMATIVE
ACTION STATUS:** Not applicable.

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

**PERSONNEL
IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY13 department budget.

12-1219-EX14

**APPROVE APPOINTMENT OF CHIEF INNOVATION AND INCUBATION OFFICER
(Jack Elsey)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Approve the appointment of Jack Elsey to the position of Chief Innovation and Incubation Officer, effective January 14, 2013, at the salary set forth below:

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Jack Elsey	New Employee	External Title: Chief Innovation and Incubation Officer Functional Title: Officer Position No.: TBD Basic Salary: \$165,000.00 Pay Band: A09 Budget Classification: TBD

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

**AFFIRMATIVE
ACTION STATUS:** Not applicable.

FINANCIAL: The expenditure involved in this report is not in excess of the regular budget appropriation. The Chief Innovation and Incubation Officer is provided with a gross one-time lump sum payment of \$7,500 as a relocation sign-on and retention bonus which is subject to repayment in whole to the Board in the event this employee's employment is voluntarily terminated within 24 months of this Board Report.

**PERSONNEL
IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY13 department budget.

12-1219-EX15

**TRANSFER AND APPOINT CHIEF OF STAFF FOR ACADEMICS TO THE CHIEF EXECUTIVE OFFICER
EFFECTIVE OCTOBER 12, 2012 AND RATIFY ALL LAWFUL ACTIONS TAKEN
AS CHIEF OF STAFF FOR ACADEMICS TO THE CHIEF EXECUTIVE OFFICER SINCE OCTOBER 12, 2012
(Sherry Ulery)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

1. Transfer and appoint Sherry Ulery to the position of Chief of Staff for Academics to the Chief Executive Officer, effective October 12, 2012, at the salary set forth below;
2. Ratify, adopt and assume all lawful acts taken by Sherry Ulery as Chief of Staff for Academics to the Chief Executive Officer between 12:00 a.m. October 12, 2012 and the Board's approval of this Board Report.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Sherry Ulery	External Title: Chief of Staff to the Chief Education Officer Functional Title: Officer Position No: 476319 Basic Salary: \$150,000 Pay Band: A09	External Title: Chief of Staff for Academics to the Chief Executive Officer Functional Title: Officer Position No: 476319 Basic Salary: \$165,000 (10% increase) Pay Band: A09 Budget Classification: 10810-115-52100-233032-000000

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

**AFFIRMATIVE
ACTION STATUS:** Not applicable.

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

**PERSONNEL
IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY13 department budget.

12-1219-EX16

**TRANSFER AND APPOINT CHIEF OF STRATEGIC SCHOOL SUPPORTS
EFFECTIVE NOVEMBER 26, 2012 AND RATIFY ALL LAWFUL ACTIONS TAKEN
AS CHIEF OF STRATEGIC SCHOOL SUPPORTS SINCE NOVEMBER 26, 2012
(Tracy Martin-Thompson)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

1. Transfer and appoint Tracy Martin-Thompson to the position of Chief of Strategic School Supports, effective November 26, 2012, at the salary set forth below;
2. Ratify, adopt and assume all lawful acts taken by Tracy Martin-Thompson as Chief of Strategic School Supports between 12:00 a.m. November 26, 2012 and the Board's approval of this Board Report.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Tracy Martin-Thompson	External Title: Acting Officer Functional Title: Officer Position No: 478242 Basic Salary: \$170,000 Pay Band: A09	External Title: Chief of Strategic School Supports Functional Title: Executive Officer Position No: 478242 Basic Salary: \$170,000 Pay Band: A10 Budget Classification: 10710-115-52100-250005-000000

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

**AFFIRMATIVE
ACTION STATUS:** Not applicable.

FINANCIAL: The expenditure involved in this report is not in excess of the regular budget appropriation. The Chief of Strategic School Supports has received \$5,000 to defray the expenses associated with relocation. This lump sum amount is subject to repayment in whole to the Board in the event this employee's employment is voluntarily terminated within 24 months of this Board Report.

**PERSONNEL
IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY13 department budget.

12-1219-EX17

**TRANSFER AND APPOINT CHIEF TEACHING AND LEARNING OFFICER
EFFECTIVE DECEMBER 17, 2012 AND RATIFY ALL LAWFUL ACTIONS TAKEN
AS CHIEF TEACHING AND LEARNING OFFICER SINCE DECEMBER 17, 2012
(Annette Gurley)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

1. Transfer and appoint Annette Gurley to the position of Chief Teaching and Learning Officer, effective December 17, 2012, at the salary set forth below;
2. Ratify, adopt and assume all lawful acts taken by Annette Gurley as Chief Teaching and Learning Officer between 12:00 a.m. December 17, 2012 and the Board's approval of this Board Report.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Annette Gurley	External Title: Chief of Schools-Elementary Functional Title: Officer Position No: 385861 Basic Salary: \$151,131.43 Pay Band: A09	External Title: Chief Teaching and Learning Officer Functional Title: Executive Officer Position No: TBD Basic Salary: \$175,000 (15.8% increase) Pay Band: A10 Budget Classification: TBD

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

**AFFIRMATIVE
ACTION STATUS:** Not applicable.

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

**PERSONNEL
IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY13 department budget.

12-1219-EX18

**TRANSFER AND APPOINT CHIEF OFFICER OF NETWORKS
(Denise Little)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Denise Little to the position of Chief Officer of Networks, effective December 20, 2012, at the salary set forth below;

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Denise Little	External Title: Chief Officer – Network Improvement Functional Title: Officer Position No: 476364 Basic Salary: \$165,000 Pay Band: A09	External Title: Chief Officer of Networks Functional Title: Executive Officer Position No: TBD Basic Salary: \$175,000 (6% increase) Pay Band: A10 Budget Classification: TBD

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

**AFFIRMATIVE
ACTION STATUS:** Not applicable.

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

**PERSONNEL
IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY13 department budget.

12-1219-EX19

TRANSFER AND APPOINT LEADERSHIP DEVELOPMENT OFFICER
(Steven Gering)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Steven Gering to the position of Leadership Development Officer, effective December 20, 2012, at the salary set forth below;

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Steven Gering	External Title: Officer of Network Support Functional Title: Officer Position No: 454738 Basic Salary: \$175,000 Pay Band: A09	External Title: Leadership Development Officer Functional Title: Officer Position No: 419725 Basic Salary: \$175,000 Pay Band: A09 Budget Classification: 11010-115-52100-221315-000000

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY13 department budget.

12-1219-EX20

PRINCIPAL CONTRACT (C)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the employment of the principal listed below selected by the Chief Executive Officer after receiving the recommendation of the Greater Lawndale School of Social Justice appointed Local School Council pursuant to Section 5/34-2.4b of the Illinois School Code.

DESCRIPTION: Employ the individual named below to the position of principal subject to Resolution #97-0226-RS10, and Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008.

The Talent Office has verified that the following individual has met the requirements for eligibility.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Kathy Farr	Interim Principal Greater Lawndale School for Social Justice	Contract Principal Greater Lawndale School for Social Justice Network: West Side High School P.N. 126201 Commencing: October 23, 2012 Ending: October 22, 2016

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

LSC REVIEW: The appointed Local School Council has been advised of the Chief Executive Officer's selection of the named individual as contract principal of the Greater Lawndale School of Social Justice.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salary of the named individual will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the 2012-2013 school budget.

President Vitale indicated that if there were no objections, Board Reports 12-1219-EX12 through 12-1219-EX20 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-1219-EX12 through 12-1219-EX20 adopted.

12-1219-EX21

**WARNING RESOLUTION – LAWRENCE WHITE
PRINCIPAL, ASSIGNED TO KILMER ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

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

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Lawrence White, 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.

12-1219-EX22

**WARNING RESOLUTION – MARGO GIANNOULIS-KING
PRINCIPAL, ASSIGNED TO FRANCIS SCOTT KEY ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Margo Giannoulis-King and that a copy of this Board Report and Warning Resolution be served upon Margo Giannoulis-King.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Margo Giannoulis-King, Principal, 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 Margo Giannoulis-King, 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.

12-1219-EX23

**WARNING RESOLUTION – VELMA CARLTON
TENURED TEACHER, ASSIGNED TO PAUL ROBESON 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 Velma Carlton and that a copy of this Board Report and Warning Resolution be served upon Velma Carlton.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Velma Carlton, 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 Velma Carlton, 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.

12-1219-EX24

**WARNING RESOLUTION – ADA GUTIERREZ,
TENURED TEACHER, ASSIGNED TO BARRY ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Ada Gutierrez, 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 Ada Gutierrez, 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 Vitale indicated that if there were no objections, Board Reports 12-1219-EX21 through 12-1219-EX24 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-1219-EX21 through 12-1219-EX24 adopted.

12-1219-EX25

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

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education: (i) find that the custodial parent of former CPS pupils (ID # 31840627, I.D. # 36732776, I.D. # 38518070, I.D. # 42477893) was a non-resident of the City of Chicago from the time she enrolled the pupils through the present, for the time that the identified students attended CPS schools; (ii) hold the pupils' custodial parent accountable as indebted to the Board for non-resident tuition for the pupils' attendance in the Chicago Public Schools for the students' respective times of enrollment, which occurred between 2001 through 2011, in the total amount of \$122,068.97; (iii) reject any objections by the parent to the Board's findings; and (iv) bar the pupils from continued and/or future attendance in the Chicago Public Schools unless and until all non-resident tuition owed is paid in full.

DESCRIPTION:

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

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

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

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

**PERSONNEL
IMPLICATIONS:** None.

President Vitale indicated that if there were no objections, Board Report 12-1219-EX25 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 12-1219-EX25 adopted.

12-1219-RS9

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE DISMISSAL OF PAMELA BROWN, TENURED TEACHER,
ASSIGNED TO MAYS ELEMENTARY SCHOOL**

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ICS 5/34-85, Pamela Brown and her representative were sent dismissal charges on or about August 20, 2012. These charges alleged that Pamela Brown was in violation of Sections 2-11, 3-3, 4-1, 4-25, 4-26, 5-1, 5-9, 5-15 and 5-17 of the Board of Education's Employee Discipline and Due Process Policy; and

WHEREAS, a pre-suspension hearing was held on August 30, 2012, at which time Pamela Brown and her representative were informed as to the nature of the charges and specifications against Ms. Brown; and

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, Pamela Brown had seventeen days from the receipt of the dismissal charges in order to formally request a State Board hearing. Neither Pamela Brown nor anyone on her behalf requested a hearing as required by Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85; and

WHEREAS, the Board of Education has reviewed this matter, including the exceptions submitted on behalf of Pamela Brown, and it finds that sufficient cause exists for dismissal of Pamela Brown; and

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

Section 1: Dismissal charges were sent to Pamela Brown and her representative on August 20, 2012. Ms. Brown and her representative were present at a pre-suspension hearing on August 30, 2012, at which time they were apprised as to the nature of dismissal charges and specifications.

Section 2: Neither Pamela Brown, nor anyone acting for her, made a written request for a State Board hearing as required by the Illinois School Code, 105 ILCS 5/34-85.

Section 3: The dismissal charges and specifications contained therein are deemed true and correct and adopted by the Board as its factual findings.

Section 4: The Board finds that Pamela Brown has been in violation of Sections 2-11, 3-3, 4-1, 4-25, 4-26, 5-1, 5-9, 5-15 and 5-17 of the Board of Education's Employee Discipline and Due Process Policy, and that such conduct constitutes irremediable conduct warranting her dismissal.

Section 5: Pamela Brown is hereby dismissed from her employment with the Board of Education of the City of Chicago.

Section 6: 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 December 19, 2012.

The Secretary presented the following Statement for the Public Record:

For the record, neither Pamela Brown, nor anyone acting for her, made a written request for a state board hearing as required by the Illinois School Code. Counsel has reviewed the record of notice, charges and specifications in this matter and recommends dismissal of Pamela Brown. The Board hereby adopts the recommendation. Pamela Brown is hereby dismissed.

12-1219-RS10

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE DISMISSAL OF FRANK RUIZ, TENURED TEACHER,
DONALD L. MORRILL MATH AND SCIENCE SPECIALTY SCHOOL**

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

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

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

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

WHEREAS, the Board of Education of the City of Chicago finds that the facts constitute cause and grounds for Frank Ruiz's dismissal; and

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that Frank Ruiz should be dismissed.

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 accepts the recommendation of the Hearing Officer.

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

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

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on December 19, 2012.

The Secretary presented the following Statement for the Public Record:

For the record, the Board of Education of the City of Chicago adopts the hearing officer's recommendation. Frank Ruiz is hereby dismissed.

12-1219-RS11

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

WHEREAS, on December 5, 2012 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Policy 04-0728-PO1:

Name	School	Effective Date
Frederico Milam	Alexander Hamilton School	December 19, 2012
Rene Peralta	Newton Bateman School	December 19, 2012
Walter Warren	Philip Murray Language Academy	December 19, 2012

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

12-1219-RS12

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

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

<u>Name</u>	<u>School</u>	<u>Effective Date</u>
Susan Adams	Donald L Morrill Math and Science Specialty School	December 19, 2012
Tyreeta Ford	Amos A Stagg School	December 19, 2012
Meghan O'Brien	Kenwood Academy	December 19, 2012
Gustavo Segovia	Lake View High School	December 19, 2012

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

The Secretary presented the following Statement for the Public Record:

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

President Vitale indicated that if there were no objections, Board Reports 12-1219-RS9 through 12-1219-RS12 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-1219-RS9 through 12-1219-RS12 adopted.

Vice President Ruiz presented the following Motion:

12-1219-MO2

**MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL
CLOSED SESSION MINUTES FROM NOVEMBER 14, 2012**

MOTION ADOPTED that the Board adopt the minutes of the closed session meeting of November 14, 2012 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on November 14, 2012 shall be maintained as confidential and not available for public inspection.

Board Member Zopp moved to adopt Motion 12-1219-MO2.

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

Yeas: Mr. Ruiz, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 5

Nays: None

President Vitale thereupon declared Motion 12-1219-MO2 adopted.

Board Member Zopp presented the following Motion:

12-1219-MO3

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF
MEETING OPEN TO THE PUBLIC NOVEMBER 14, 2012**

MOTION ADOPTED that the record of proceedings of the Regular Board Meeting of November 14, 2012 prepared by the Board Secretary be approved and such record of proceedings be posted on the District's website in accordance with Section 2.06(b) of the Open Meetings Act.

Board Member Sierra moved to adopt Motion 12-1219-MO3

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

Yeas: Mr. Ruiz, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 5

Nays: None

President Vitale thereupon declared Motion 12-1219-MO3 adopted.

12-1219-RS1

**RESOLUTION HONORING RODRIGO A. SIERRA
CHICAGO BOARD OF EDUCATION MEMBER**

WHEREAS, Rodrigo A. Sierra was appointed to serve as a member of the Chicago Board of Education in May of 2011 by the Honorable Mayor of Chicago, Rahm Emanuel;

WHEREAS, Rodrigo A. Sierra also served as a Trustee of the Chicago Teachers' Pension Fund;

WHEREAS, during his tenure, Rodrigo A. Sierra and his fellow Board members have overseen a substantial agenda for change to address the District's significant financial challenges while continuing in their steadfast pursuit of college and career readiness for all Chicago Public School students;

WHEREAS, during his tenure, the Board has adopted measures to improve student health and wellness, student access to college preparatory programs and student access to arts programming;

WHEREAS, throughout his tenure, Rodrigo A. Sierra has demonstrated a keen understanding of the challenges faced by Chicago Public School students and has been a strong advocate for their success;

WHEREAS, Rodrigo A. Sierra served on the Board without compensation, devoting many hours of his time to Chicago's public schools and to the children of Chicago.

NOW, THEREFORE, BE IT RESOLVED, that we, the Members of the Board of Education of the City of Chicago, gathered here this 19th day of December 2012, do hereby extend to Rodrigo A. Sierra our gratitude for his leadership and commitment to the Chicago Board of Education and offer him our best wishes on his future endeavors.

President Vitale thereupon declared Board Report 12-1219-RS1 accepted.

12-1219-RS2

**RESOLUTION FOR A SHORT-TERM EXTENSION OF BOARD REPORT 07-0228-PO1
THE REMEDIAL PROGRAM FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE
PARTICIPATION IN GOODS AND SERVICES CONTRACTS**

WHEREAS, the Board established the Remedial Program for Minority and Women-Owned Business Enterprises Participation in Goods and Services Contracts ("M/WBE Goods and Services Program" or "Program") for a period beginning March 1, 2007 until December 31, 2012 under Board Report 07-0228-PO1;

WHEREAS, in accordance with the terms of the M/WBE Goods and Services Program, the District has engaged an independent evaluator to undertake a Program review and identify the availability and utilization of minority and women-owned goods and services vendors for the Chicago Public Schools;

WHEREAS, the independent evaluator will further identify whether the District continues to have a compelling interest in retaining the M/WBE Goods and Services Program and whether the Program is sufficiently narrowly tailored to accomplish that interest;

WHEREAS, the independent evaluator's report is expected to be completed in spring 2013; and

WHEREAS, a short-term extension of the current Program is necessary to allow the Board sufficient time to consider the independent evaluator's findings and recommended Program updates for purposes of evaluating whether to authorize a five-year continuation of the Program.

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

The Remedial Program for Minority and Women-Owned Business Enterprises Participation in Goods and Services Contracts (Board Report 07-0228-PO1) is continued for a short-term extension period of no more than six months ending no later than June 30, 2013.

12-1219-RS3

**RESOLUTION
REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE HIGGINS
PROJECT**

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

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

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

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

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

WHEREAS, the estimated total cost of the project is anticipated not-to-exceed \$2,000,000.

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

1. The PBC is hereby requested to complete the design and renovation of the Higgins exterior envelope project. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. This Project is not part of the Modern Schools Across Chicago Program. The Project will be funded with capital funds generated in Fiscal Year 2013 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed \$2,000,000. This dollar amount is necessary to cover all project costs, including environmental, construction, contingency, and architecture fees. The project costs are funded in the FY13 Capital Budget for Building Envelope Renovations.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

Financials: Fund: 483
 Parent Unit: 11800
 Charge to the Department of Operations: FY13 Capital Budget Envelope Renovations:
 \$ 2, 000,000

12-1219-RS4

**RESOLUTION LEVYING TAXES FOR THE FISCAL YEAR 2012-2013 FOR SCHOOL
 PURPOSES OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**

BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO as follows:

Section 1. Findings. The Board of Education of the City of Chicago does hereby find and declare as follows:

(a) The Board adopted on August 22, 2012, its Annual School Budget, which sets forth the appropriations and liabilities of the Board for its 2012-2013 Fiscal Year, which begins on July 1, 2012, and ends on June 30, 2013; the Annual School Budget was amended on November 14, 2012; and

(b) The Board requires to be levied, and it is necessary for the Board to levy, taxes in the amount of Two Billion, Two Hundred and Nine Million Six Hundred Thousand Dollars (\$2,209,600,000) for its 2012-2013 Fiscal Year, as set forth in Section 2 of this Resolution.

Section 2. Levy. There are levied for the Board's 2012-2013 Fiscal Year, upon all taxable property in the City of Chicago, school taxes for the purpose of establishing and supporting free schools and defraying their expenses, for the following specific purposes:

(a) For educational purposes, including without limitation, in addition to general education purposes, including, as authorized before the adoption of Public Act 89-15, constructing, acquiring, leasing (other than from the Public Building Commission of Chicago), operating, maintaining, improving, repairing, and renovating land, buildings, furnishings, and equipment for school houses and buildings, and related incidental expenses; provision of special education; furnishing free textbooks and instructional aids and school supplies; establishing, equipping, maintaining, and operating supervised playgrounds under the control of the Board, school extracurricular activities, and stadia, social centers and summer swimming pool programs open to the public in connection with any public school; making an employer contribution to the Public School Teachers' Pension and Retirement Fund as required by Section 17-129 of the Illinois Pension Code, 40 ILCS 5/17-129; providing an agricultural science school, including site development and improvements, maintenance, repairs, and supplies; and student transportation expenses \$ 2,179,600,000

(n) Subject to the subsequent approval of the Chicago City Council, As required by Section 34-53.5(e) of the School Code, 105 ILCS 5/34-53.5(e), for capital improvement purposes as authorized under Section 34-53.5(a) of the School Code, 105 ILCS 5/34-53.5, including the construction and equipping of new school buildings or additions to existing buildings, the purchase of land for the construction of new school buildings or additions to existing buildings, the rehabilitation, renovation, and equipping of existing school buildings \$ 30,000,000

Any reductions in extensions required by the Property Tax Extension Limitation Law shall be as directed by the Board as provided in the Controller's Certificate, including as it may be amended from time to time, as provided in Section 34-54.1 of the School Code, 105 ILCS 5/34-54.1, to be filed with the County Clerks of the Counties of Cook and DuPage.

All taxes levied by this Resolution are in addition to any taxes levied for any previous fiscal year or for any lease rentals for the Public Building Commission of Chicago or any Bonds of the Board.

Section 3. Certificate. It is certified that the Board requires the taxes to be levied as provided in Section 2 of this Resolution upon all taxable property in the City of Chicago. The President and the Secretary of the Board are authorized and directed to certify to the County Clerks of the Counties of Cook and DuPage the total amount of the levy of such taxes for the Board for the Fiscal Year 2012-2013, as required by law, as set forth in this Resolution.

Section 4. Effectiveness. This Resolution is effective and in full force immediately upon its adoption.

12-1219-RS5

**RESOLUTION AUTHORIZING AND DIRECTING THE FILING OF AN ACTING
CONTROLLER'S CERTIFICATE FOR SCHOOL TAXES TO BE EXTENDED
FOR COLLECTION IN CALENDAR YEAR 2013**

Whereas, the Board of Education of the City of Chicago (the "Board") on December 19, 2012, duly adopted a Resolution levying school taxes for the Board's 2012-2013 Fiscal Year, copies of which Resolution, certified by the Board's Secretary, will be filed with the County Clerks of the Counties of Cook and DuPage, Illinois (the "County Clerks"); and

Whereas, Section 34-54.1 of the School Code, 105 ILCS 5/34-54.1, provides that the County Clerks shall extend for collection in the calendar year following the year of a levy of school taxes for the Board only so much of that levy:

"as is required to provide the necessary revenue to defray expenditures, charges and liabilities incurred by the board as certified by the controller of the board to the county clerk upon the value, as equalized or assessed by the Department of Revenue for the calendar year in which the levy was made....."; and

Whereas, said Section 34-54.1 further provides that the County Clerks shall in succeeding calendar years:

"extend such remaining amount of the levy as is certified by the controller of the board to the county clerk upon the value, as equalized or assessed by the Department of Revenue for such calendar year"; and

Whereas, it is necessary that the Acting Controller of the Board be authorized and directed to file with the County Clerks an Acting Controller's Certificate pertaining to school taxes to be extended for collection in calendar year 2013, such taxes to consist of (i) a portion of the school taxes levied by the 2011-2012 School Tax Levy Resolution for the Board's 2011-2012 Fiscal Year, (ii) a portion of the school taxes levied by the 2012-2013 School Tax Levy Resolution for the Board's 2012-2013 Fiscal Year, (iii) school taxes previously levied for the purpose of providing revenue for the payment of rent provided for in various leases entered into between the Board and the Public Building Commission of Chicago, and (iv) school taxes previously levied for the purpose of paying principal and interest on the Unlimited Tax General Obligation Bonds (Dedicated Revenue) Series 1996, 1997, 1997A, 1999A, 1999C, 2000A, 2000B, 2000C, 2000D, 2001A, 2001C, 2002A, 2003A, 2003B, 2003D, 2004A, 2004B, 2004C, 2004D, 2004E, 2004F, 2004G, 2004H, 2005A, 2005B, 2005C, 2005D, 2005E, 2006A, 2006B, 2007A, 2007B, 2007C, 2007D, 2008A, 2008B, 2009A, 2009B, 2009C, 2009D, 2009EF, 2009G, 2010A, 2010B, 2010C, 2010D, 2010F, 2010G, 2011A, 2011C, 2011D, 2012A and 2012B.

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

Section 1. Filing of Acting Controller's Certificate. The Acting Controller of the Board is authorized and directed to file with the County Clerks a Controller's Certificate as required by Section 34-54.1 of the School Code, 105 ILCS 5/34-54.1, pertaining to school taxes to be extended for collection in calendar year 2013, substantially in the form as provided in Exhibit A which is attached hereto and made a part of this Resolution.

The Acting Controller's Certificate shall be amended as may be necessary in the opinion of the General Counsel to the Board to conform to subsequent changes in law or interpretation of the law.

Section 2. Effectiveness. This Resolution shall become effective immediately upon its adoption by the Board.

EXHIBIT A

**CERTIFICATE OF THE CONTROLLER OF THE BOARD OF EDUCATION OF THE CITY
OF CHICAGO SETTING FORTH SCHOOL TAXES TO BE EXTENDED FOR
COLLECTION IN 2013**

To the County Clerks of Cook and
DuPage Counties, Illinois:

On December 19, 2012, the Board adopted a Resolution levying school taxes for the Board's 2012-2013 Fiscal Year (the "2012-2013 School Tax Levy Resolution"). A copy, certified by the Secretary of the Board, of the 2012-2013 School Tax Levy Resolution is being filed with your office concurrently with this Certificate. (A copy of the 2012-2013 School Tax Levy Resolution is attached as Appendix A to this Certificate.)

Pursuant to Section 34-54.1 of the School Code, 105 ILCS 5/34-54.1, as authorized and directed by the Board, I, Peter W. Rogers, Acting Controller of the Board, certify and direct as follows:

1. You are directed to extend for collection in calendar year 2013, upon the value of all taxable property within the City of Chicago (the "City"), the boundaries of which are coterminous with the boundaries of the school district governed by the Board, as equalized or assessed by the Illinois Department of Revenue for calendar year 2012, the following taxes:

(a) The following amounts of school taxes levied by the 2011-2012 School Tax Levy Resolution for the Board's 2011-2012 Fiscal Year, which are required to be extended for collection, in order to provide the necessary revenue to defray expenditures, charges and liabilities incurred by the Board (but such amounts shall always be subject to the limiting provisions set forth below):

For educational purposes, including without limitation, in addition to general education purposes, including, as authorized before the adoption of Public Act 89-15, constructing, acquiring, leasing (other than from the Public Building Commission of Chicago), operating, maintaining, improving, repairing, and renovating land, buildings, furnishings, and equipment for school houses and buildings, and related incidental expenses; provision of special education; furnishing free textbooks and instructional aids and school supplies; establishing, equipping, maintaining, and operating supervised playgrounds under the control of the Board, school extracurricular activities, and stadia, social centers and summer swimming pool programs open to the public in connection with any public school; making an employer contribution to the Public School Teachers' Pension and Retirement Fund as required by Section 17-129 of the Illinois Pension Code, 40 ILCS 5/17-129; providing an agricultural science school, including site development and improvements, maintenance, repairs, and supplies; and student transportation expenses \$ 167,819,782

For the purpose of paying tort judgments and settlements; paying costs of insurance, individual or joint self-insurance (including reserves thereon), including all operating and administrative costs and expenses directly associated therewith, claims services and risk management directly attributable to loss prevention and loss reduction, legal services directly attributable to the insurance, self-insurance or joint self-insurance program, and educational, inspectional and supervisory services directly relating to loss prevention and loss reduction; discharging obligations under Section 34-18.1 of the School Code, 105 ILCS 5/34-18.1; paying the cost of risk management programs; establishing reserves for executed losses for any liability or loss as provided in 745 ILCS 10/9-107; and protection against and reduction of liability or loss as described above under Federal or State statutory or common law, the Workers' Compensation Act, Workers' Occupational Disease Act, and the Unemployment Insurance Act \$ 20,000,000

(b) The following amounts of school taxes levied by the 2012-2013 School Tax Levy Resolution for the Board's 2012-2013 Fiscal Year, which are required to be extended for collection, in order to provide the necessary revenue to defray expenditures, charges and liabilities incurred by the Board (but such amounts shall always be subject to the limiting provisions set forth below):

For educational purposes, including without limitation, in addition to general education purposes, including, as authorized before the adoption of Public Act 89-15, constructing, acquiring, leasing (other than from the Public Building Commission of Chicago), operating, maintaining, improving, repairing, and renovating land, buildings, furnishings, and equipment for school houses and buildings, and related incidental expenses; provision of special education; furnishing free textbooks and instructional aids and school supplies; establishing, equipping, maintaining, and operating supervised playgrounds under the control of the Board, school extracurricular activities, and stadia, social centers and summer swimming pool programs open to the public in connection with any public school; making an employer contribution to the Public School Teachers' Pension and Retirement Fund as required by Section 17-129 of the Illinois Pension Code, 40 ILCS 5/17-129; providing an agricultural science school, including site development and improvements, maintenance, repairs, and supplies; and student transportation expenses \$2,179,600,000

Subject to the subsequent approval of the Chicago City Council, As required by Section 34-53.5(e) of the School Code, 105 ILCS 5/34-53.5(e), for capital improvement purposes as authorized

under Section 34-53.5(a) of the School Code, 105 ILCS 5/34-53.5, including the construction and equipping of new school buildings or additions to existing buildings, the purchase of land for the construction of new school buildings or additions to existing buildings, the rehabilitation, renovation, and equipping of existing school buildings \$ 30,000,000

2. The aggregate amount of school taxes which are to be extended for collection in calendar year 2013, as set forth in Section 1 of this Certificate, are as follows (but such amounts shall always be subject to the limiting provisions set forth below):

For Educational Purposes as described in Section 1 of this Certificate	\$2,347,419,782
For Liability Protection Purposes as described in Section 1 of this Certificate	\$ 20,000,000
For Capital Improvement Purposes as described in Section 1 of this Certificate	\$ 30,000,000

Provided, however, the total amount of the levy for Educational Purposes for the Board's Fiscal Year 2012-2013, which you shall extend for collection in calendar year 2013, shall be limited to an amount, such that the amount to be extended for collection for Educational Purposes as set forth in Section 1 of this Certificate does not exceed the sum of (a) 3.07%, and (b) the difference between .50% and the rate for taxes extended by the Chicago School Finance Authority for calendar year 2013, measured by the value of taxable property as equalized or assessed for calendar year 2012, as determined by you and certified to the Board, pursuant to and in accordance with the proviso set forth in Section 18-110 of the Property Tax Code, 35 ILCS 200/18-110, of the value of all taxable property within the City, as equalized and assessed by the Illinois Department of Revenue for calendar year 2012. If required, you shall, as provided by said Section 18-110 of the Property Tax Code, disregard any such excess of the amount as set forth in Section 1 of this Certificate to be extended for collection in calendar year 2013 and treat only the residue as certified by the Board for extension.¹

3. The Board has previously enacted, and filed with you, its resolutions levying direct annual taxes to be extended for collection in calendar year 2013 for the purpose of providing revenue for the payment of rent provided for in various leases entered into between the Board and the Public Building Commission of Chicago. You are directed to extend these taxes for collection in calendar year 2013, as provided by those resolutions and by law, except to the extent that the Board files with you an abatement of any or all of those taxes.

4. The Board has previously enacted, and filed with you, its resolutions levying direct annual taxes to be extended for collection in calendar year 2013 for the purpose of paying principal and interest on the Unlimited Tax General Obligation Bonds (Dedicated Revenue) Series 1996, 1997, 1997A, 1999A, 1999C, 2000A, 2000B, 2000C, 2000D, 2001A, 2001C, 2002A, 2003A, 2003B, 2003D, 2004A, 2004B, 2004C, 2004D, 2004E, 2004F, 2004G, 2004H, 2005A, 2005B, 2005C, 2005D, 2005E, 2006A, 2006B, 2007A, 2007B, 2007C, 2007D, 2008A, 2008B, 2009A, 2009B, 2009C, 2009D, 2009EF, 2009G, 2010A, 2010B, 2010C, 2010D, 2010F, 2010G, 2011A, 2011C, 2011D, 2012A and 2012B. You are directed to extend these taxes for collection in calendar year 2013, as provided by those resolutions and by law, except to the extent that the Board files with you an abatement of any or all of those taxes.

¹ Provided, however, that with regard to school taxes for Educational Purposes, you shall extend for collection in calendar year 2013, any and all portions of the taxes levied for the Board's 2012-2013. Fiscal Year, as set forth in Section 1 of this Certificate, if the extension for collection in calendar year 2013 of such taxes or portions thereof is authorized, permitted or mandated by law.

5. Any reduction in extensions required by the Property Tax Extension Limitation Law shall be taken solely from the extension for Educational Purposes, except as subsequently directed by the Acting Controller.

Dated : December 19, 2012.

Peter W. Rogers
ACTING CONTROLLER
BOARD OF EDUCATION OF
THE CITY OF CHICAGO

12-1219-RS6

RESOLUTION ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2012 TO PAY DEBT SERVICE ON UNLIMITED TAX GENERAL OBLIGATION BONDS (DEDICATED TAX REVENUES), SERIES 1997A, SERIES 1998B-1, SERIES 1999-A, SERIES 2000E (QZAB) AND SERIES 2007BC OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

SECTION 1. SERIES 1997A BONDS

WHEREAS, the Board of Education of the City of Chicago (the "*Board*") has heretofore issued its Unlimited Tax General Obligation Bonds (Dedicated Tax Revenues), Series 1997A, dated November 1, 1997 (the "*Series 1997A Bonds*"), pursuant to Resolution No. 97-1107-RS1, adopted by the Board on the 7th day of November 1997, as supplemented and amended by Resolution 97-1119-RS8, adopted by the Board on the 19th day of November 1997 (collectively, the "*Bond Resolution*") and that certain Trust Indenture, dated as of November 1, 1997 (the "*Indenture*"), between the Board and Amalgamated Bank of Chicago (the "*Trustee*"); and

WHEREAS, pursuant to the Bond Resolution, the Board has levied a direct annual tax for the payment of the principal of and interest on the Bonds, and has directed the County Clerks of The Counties of Cook and DuPage, Illinois (the "*County Clerks*") to extend such taxes in amounts sufficient to pay such debt service as the same becomes due (the "*Pledged Taxes*") pursuant thereto; and

WHEREAS, Section 504(A)(iii) of the Indenture provides that promptly after sufficient Pledged Revenues (as defined in the Indenture) have been deposited in the Deposit Sub-Account (as defined in the Indenture) in any calendar year in an amount sufficient to pay the interest on and the principal of the Series 1997A Bonds due during the Bond Year, the Trustee shall notify the Board of that fact and the Board shall take such actions as are necessary to abate the Pledged Taxes levied and to be extended for the then-current calendar year in full; and

WHEREAS, the Board has received the notice described in the preceding paragraph from the Trustee evidencing the sufficiency of the Pledged Revenues deposited into the Deposit Sub-Account to pay the interest on and the principal of the Series 1997A Bonds due during the Bond Year beginning December 2, 2012, and the Board hereby finds that it is necessary and in the best interests of the Board that the Pledged Taxes heretofore levied and to be extended for the year 2012 to pay such debt service on the Series 1997A Bonds be abated in full.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Education of the City of Chicago that:

Abatement of Pledged Taxes. The Pledged Taxes in the amount of \$15,245,000 heretofore levied for the year 2012 in the Bond Resolution authorizing the Series 1997A Bonds are hereby abated in full.

SECTION 2. SERIES 1998B-1 BONDS

WHEREAS, the Board of Education of the City of Chicago (the "*Board*") has heretofore issued its Unlimited Tax General Obligation Bonds (Dedicated Tax Revenues), Series 1998B-1, dated October 28, 1998 (the "*Series 1998B-1 Bonds*"), pursuant to Resolution No. 98-1007-RS1, adopted by the Board on the 7th day of October 1998, (the "*Bond Resolution*") and that certain Trust Indenture, dated as of September 1, 1998 (the "*Indenture*"), between the Board and Amalgamated Bank of Chicago (the "*Trustee*"); and

WHEREAS, pursuant to the Bond Resolution, the Board has levied a direct annual tax for the payment of the principal of and interest on the Bonds, and has directed the County Clerks of The Counties of Cook and DuPage, Illinois (the "*County Clerks*") to extend such taxes in amounts sufficient to pay such debt service as the same becomes due (the "*Pledged Taxes*")

WHEREAS, Section 504(A)(iii) of the Indenture provides that once sufficient Pledged Personal Property Replacement Tax Revenues (as defined in the Indenture) have been deposited in the Deposit Sub-Account (as defined in the Indenture) in any calendar year in an amount sufficient to pay the interest on and the principal of the Series 1998B-1 Bonds due during the Bond Year beginning on December 2 of such calendar year, the Trustee shall notify the Board of that fact and the Board shall take such actions as are necessary to abate the Pledged Taxes levied and to be extended for the then-current calendar year in full; and

WHEREAS, the Board has received the notice described in the preceding paragraph from the Trustee evidencing the sufficiency of the Pledged Revenues deposited into the Deposit Sub-Account to pay the interest on and the principal of the Series 1998B-1 Bonds due during the Bond Year beginning December 2, 2012, and the Board hereby finds that it is necessary and in the best interests of the Board that the Pledged Taxes heretofore levied and to be extended for the year 2012 to pay such debt service on the Series 1998B-1 Bonds be abated in full.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Education of the City of Chicago that:

Abatement of Pledged Taxes. The Pledged Taxes in the amount of \$20,400,000 heretofore levied for the year 2012 in the Bond Resolution authorizing the Series 1998B-1 Bonds are hereby abated in full.

SECTION 3. SERIES 1999A BONDS

WHEREAS, the Board of Education of the City of Chicago (the "Board") has heretofore issued its Unlimited Tax General Obligation Bonds (Dedicated Tax Revenues), Series 1999A, dated February 1, 1999 (the "Series 1999A Bonds"), pursuant to Resolution No. 98-0826-RS5, adopted by the Board on the 26th day of August, 1998, and Resolution 98-1118-RS5, adopted by the Board on the 18th Day of November 1998 (collectively, the "Bond Resolutions") and that certain Trust Indenture, dated as of February 1, 1999 (the "Indenture"), between the Board and Amalgamated Bank of Chicago (the "Trustee"); and

WHEREAS, pursuant to the Bond Resolutions, the Board has levied a direct annual tax for the payment of the principal of and interest on the Bonds, and has directed the County Clerks of The Counties of Cook and DuPage, Illinois (the "County Clerks") to extend such taxes in amounts sufficient to pay such debt service as the same becomes due (the "Pledged Taxes").

WHEREAS, Section 5.4(A)(iii) of the Indenture provides that promptly after sufficient Pledged Personal Property Replacement Tax Revenues (as defined in the Indenture) have been deposited in the Deposit Sub-Account (as defined in the Indenture) in any calendar year in an amount sufficient to pay the interest on and the principal of the Series 1999A Bonds due during such calendar year, the Trustee shall notify the Board of that fact and the Board shall take such actions as are necessary to abate the Pledged Taxes levied and to be extended for the then-current calendar year in full; and

WHEREAS, the Board has received the notice described in the preceding paragraph from the Trustee evidencing the sufficiency of the Pledged Revenues deposited into the Deposit Sub-Account to pay the interest on and the principal of the Series 1999A Bonds due during such calendar year, and the Board hereby finds that it is necessary and in the best interests of the Board that the Pledged Taxes heretofore levied and to be extended for the year 2012 to pay such debt service on the Series 1999A Bonds be abated in full.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Education of the City of Chicago that:

Abatement of Pledged Taxes. The Pledged Taxes in the amount of \$45,874,405 heretofore levied for the year 2012 in the Bond Resolution authorizing the Series 1999A Bonds are hereby abated in full.

SECTION 4. SERIES 2000E BONDS (QZAB)

WHEREAS, the Board of Education of the City of Chicago (the "Board") has heretofore issued its *Qualified Zone Academy General Obligation (Alternate) Bonds, Series 2000E (Qualified Zone Academy Projects, "QZAB") Bonds*, (the "Bonds"), pursuant to an authorizing resolution 98-0826-RS8 adopted by the Board on the 26th day of August 1998 and a Resolution 00-1115-RS2 providing for the issuance of the Bonds, collectively referred to as the "Bond Resolutions" and

WHEREAS, pursuant to Section 7(a) of Bond Resolution 00-1115-RS2, the Board has levied a direct annual tax for the payment of the principal of and interest on the Bonds, and has directed the County Clerks of The Counties of Cook and DuPage, Illinois (the "County Clerks") to extend such taxes in amounts sufficient to pay such debt service as the same becomes due (the "Pledged Taxes")

WHEREAS, the Resolution 00-1115-RS2, in Section 7(e) provides that upon a determination made by the Board during the calendar year prior to any Principal Payment Date that the Pledged Revenues will be available in a timely manner to pay the principal of the bonds coming due on such Principal Payment Date, the Board shall direct the abatement of the Pledged Taxes levied for such year. The Board shall direct such abatement of the Pledged Taxes and proper notification of any such abatement shall be filed with (i) the County Clerks, in a timely manner to effect such abatement; and (ii) the County Collectors, so as to advise such officers of the amount of the Pledged taxes, if any, to be extended for collection.

WHEREAS, the Board has made the determined described in the preceding paragraph evidencing the sufficiency of the State Aid Revenues deposited into the account established under the Bond Resolutions to pay the interest on and the principal of the Series 2000E Bonds coming due on such Principal Payment Date, and the Board hereby finds that it is necessary and in the best interests of the Board that the Pledged Taxes heretofore levied and to be extended for the year 2012 to pay such debt service on the Series 2000E Bonds be abated in full.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Education of the City of Chicago that:

Abatement of 2012 Pledged Taxes. The Pledged Taxes in the amount of \$13,390,000 heretofore levied for the year 2012 in the Bond Resolutions authorizing the Series 2000E Bonds (QZAB) are hereby abated in full.

SECTION 5. SERIES 2007BC BONDS

WHEREAS, the Board of Education of the City of Chicago (the "*Board*") has heretofore issued its Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2007BC, dated September 5, 2007 (the "*Series 2007BC Bonds*"), pursuant to Resolution No. 07-0725-RS4, adopted by the Board on July 25, 2007 (the "*Bond Resolution*") and that certain Trust Indenture, dated as of September 1, 2007 (the "*Indenture*"), between the Board and Amalgamated Bank of Chicago (the "*Trustee*"); and

WHEREAS, pursuant to the Bond Resolution, the Board has levied a direct annual tax for the payment of the principal of and interest on the Bonds, and has directed the County Clerks of The Counties of Cook and DuPage, Illinois (the "*County Clerks*") to extend such taxes in amounts sufficient to pay such debt service as the same becomes due (the "*Pledged Taxes*")

WHEREAS, Section 5.4(A)(iii) of the Indenture provides that once sufficient Pledged PPRT Revenues (as defined in the Indenture) have been deposited in the Deposit Sub-Account (as defined in the Indenture) in any calendar year in an amount sufficient to pay the interest on and the principal of the Series 2007BC Bonds due during the Bond Year beginning on December 2 of such calendar year, the Trustee shall notify the Board of that fact and the Board shall take such actions as are necessary to abate the Pledged Taxes levied and to be extended for the then-current calendar year in full; and

WHEREAS, the Board hereby finds that it is necessary and in the best interests of the Board that the 2012 Pledged Taxes heretofore levied and to be extended for the year 2012 to pay such debt service on the Series 2007BC Bonds be abated in full.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Education of the City of Chicago that:

Abatement of 2012 Pledged Taxes. The 2012 Pledged Taxes in the amount of \$10,480,056.26 heretofore levied for the year 2012 in the Bond Resolution authorizing the Series 2007BC Bonds are hereby abated in full.

NOW, THEREFORE, BE IT HEREBY FURTHER RESOLVED by the Board of Education of the City of Chicago, as follows:

1. **FILING OF RESOLUTION.** Forthwith upon the adoption of this Resolution, the Secretary of the Board shall cause a certified copy hereof to be filed with the County Clerks of The Counties of Cook and DuPage, Illinois, and it shall be the duty of such officers to abate said Pledged Taxes levied and to be extended for the year 2012 in full, in accordance with the provisions hereof.
2. **EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its adoption.

12-1219-RS7

**RESOLUTION RE:
APPOINTMENT OF APPOINTED REPRESENTATIVES
OF ELECTED LOCAL SCHOOL COUNCILS
TO FILL VACANCIES FOR THE CURRENT TERM OF OFFICE**

WHEREAS, pursuant to the Illinois School Code, 105 ILCS 5/34-2.1, the Board of Education of the City of Chicago is authorized to appoint teacher representatives, non-teaching staff representatives and high school student representatives to elected local school councils after considering the preferences of the schools' staffs and students, as appropriate, as ascertained through non-binding advisory polls and exercises absolute discretion in the appointment process;

WHEREAS, pursuant to the Illinois School Code, 105 ILCS 5/34-2.1, mid-term vacancies in those offices are to be filled in the same manner as the original appointments;

WHEREAS, non-binding advisory polls of the staffs or students, as appropriate, of the schools identified on the attached Exhibit A have been conducted concerning the appointment of teacher, non-teaching staff and/or student representatives to the schools' local school councils to fill vacancies for the current term of office;

WHEREAS, the results of the non-binding advisory polls have been forwarded to the Board for its consideration in its exercise of absolute discretion in the appointment process; and

WHEREAS, the current term of office for teacher and non-teaching staff representatives expires on June 30, 2014 and for high school student representatives expires on June 30, 2013:

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

1. The individuals named on the attached Exhibit A are hereby appointed to serve in the specified categories on the local school councils of the identified schools for the current term of office.
2. This Resolution is effective immediately upon adoption.

Exhibit A

APPOINTED TEACHER

REPRESENTATIVE

Chantell Windham
Anita Alicea
John Catomer
Shani Boone
Sarah Schoppman
Vanessa Morgan
Margo Blissett
Briana Moore
Suzanne DeDore

REPLACING

Kimberly Hayden
Position Vacant
Position Vacant
Abisola Bakare
Position Vacant
Deborah Perkins
Position Vacant
Position Vacant
Rufino Bustos

SCHOOL

Burnham E. S.
Douglass H. S.
Hancock H. S.
Southside H. S.
Pershing E. S.
Robeson H. S.
Smith E. S.
Smith E. S.
Stevenson E. S.

APPOINTED NON-TEACHING

STAFF REPRESENTATIVE

Joseph Fulham
Luisa Vega
Karin Henry
Donna Bolger
Rochelle Woods
Ebony Bruner
Sofia Chapa

REPLACING

Kathleen Lally
Charlotte Hughey
Position Vacant
Karyl Komperda
Position Vacant
Position Vacant
Mary Greco

SCHOOL

Hawthorne E. S.
Kelvyn Park H.S.
Marshall H. S.
Oriole Park E. S.
Robeson H. S.
Smith E. S.
Stevenson E. S.

APPOINTED STUDENT

REPRESENTATIVE

Ernestine Hawthorn

REPLACING

Position Vacant

SCHOOL

Marshall H. S.

12-1219-RS8

**RESOLUTION RE:
APPOINTMENTS TO APPOINTED LOCAL SCHOOL COUNCILS
TO FILL VACANCIES FOR THE CURRENT TERM OF OFFICE**

WHEREAS, on January 24, 2007, the Board adopted a Policy on the Governance of Alternative and Small Schools, Board Report 07-0124-PO2 ("Governance Policy");

WHEREAS, the Governance Policy establishes requirements for the appointment by the Board of Local School Councils for those Chicago Public Schools designated as either Small or Alternative Schools;

WHEREAS, Appointed Local School Councils ("ALSCs") are established as a means to involve parents, community members, school staff and high school students in the activities of Small and Alternative Schools as specified in the Illinois School Code, 105 ILCS 5.34-2.4(b);

WHEREAS, the schools identified on the attached Exhibit A operate with ALSCs;

WHEREAS, the Governance Policy authorizes ALSCs to recommend candidates to fill parent, community or advocate representative vacancies and the ALSCs of the identified schools have recommended candidates to fill such vacancies;

WHEREAS, the Governance Policy authorizes the Chief Executive Officer to recommend to the Board for appointment to ALSCs to fill vacancies the candidates recommended by the ALSCs or any other candidates identified by the Chief Executive Officer;

WHEREAS, pursuant to the Governance Policy, the Chief Executive Officer has recommended the candidates identified on the attached Exhibit A to the Board for its consideration in its exercise of absolute discretion in making appointments to the ALSCs of the identified schools to fill vacancies for the current term of office, ending June 30, 2014:

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

1. The candidates named on the attached Exhibit A are appointed to serve as members of the Appointed Local School Councils of the identified schools in the specified categories.
2. This Resolution is effective immediately upon adoption.

EXHIBIT A

**APPOINTED
REPRESENTATIVE**

Gregory Gilmore
Serena Bell

REPLACING

Position Vacant
Position Vacant

CATEGORY

Parent
Parent

SCHOOL

Chicago Military Acad.
Chicago Military Acad.

12-1219-PO1

RESCIND OUTDATED POLICIES IN BOARD REPORTS
02-0227-PO03, 00-0927-PO1, 03-0924-PO02, 03-1217-PO01, 98-0826-PO2, 96-0626-PO2,
08-0924-PO1, 98-0923-PO5, 06-0726-PO7 AND 96-0124-RS6

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Rescind the following outdated Board Policies for the reasons stated below:

	Board Report	Policy Name	Reason for Rescission
1.	02-0227-PO03	Use of Proceeds From Sale of Real Estate	Policy superseded by new Board Rule 5-15.
2.	00-0927-PO1	Fine Arts Standards	Policy superseded by Board Resolution 12-1114-RS1.
3.	03-0924-PO02	Illinois Learning Standards	Outdated policy superseded by updated state standards and guidance issued by the Chief Executive Officer or designee.
4.	03-1217-PO01	World Language Goals and Standards	Outdated policy superseded by updated state standards and guidance issued by the Chief Executive Officer or designee.
5.	98-0826-PO2	English as a Second Language Goals and Standards	Outdated policy superseded by the Bilingual Education Policy.
6.	96-0626-PO2	Homework Policy	Outdated policy superseded by guidance issued by the Chief Executive Officer or designee.
7.	08-0924-PO1	Risk Management Policy	Outdated policy superseded by updates to Board Rule 6-5.
8.	98-0923-PO5	Purchase and Replacement of Textbooks and Instructional Materials	Outdated policy superseded by Board Rule 7-2.6 and Internal Accounts Manual requirements.
9.	06-0726-PO7	On-Loan Leave Policy for Tenured Teachers to Work in Central and Area Offices	Outdated policy superseded by updates to Board Rule 4-14g.
10.	96-0124-RS6	School Uniform or Dress Code	Outdated policy superseded by new Board Rule 6-11.

12-1219-RU1

**ANNUAL READOPTION OF BOARD RULES AND AMENDMENT, MODIFICATION OR REPEALER
OF CERTAIN BOARD RULES IN ACCORDANCE WITH BOARD RULE 2-7**

THE GENERAL COUNSEL RECOMMENDS:

That the Board, in accordance with Board Rule 2-7, readopt its Board Rules with the amendments, modifications or repealers thereto as summarized below, which shall take effect upon adoption. The Board Rules, as amended, are hereby re-adopted as fully set forth in the attachment to this Board Report.

Board Rule	Title	Action
2-16	Approval to <u>Make</u> of Donations	Modify title to clarify content of Rule.
3-8	Inspector General	Update to clarify statutory powers and duties, other duties assigned by the Board and the Resolution acknowledging appointment.
4-1.a.	Delegation to Chief Executive Officer or His/Her Designee	Update to reference disability plans, parental leave and include other clarifications.
4-1.b.	Chief Executive Officer's Quarterly Workforce Planning Report of Personnel Transactions to the Board and Monthly Report of Salary Increases in Excess of Ten (10%) Percent	Update to reference only the quarterly Workforce Planning Report.
4-3.a.1.b.	Probationary Appointed Teachers	Update provision on tenure paths for PATs to align with new collective bargaining agreement (CBA).

Board Rule	Title	Action
4-3.a.5.	Retired Teachers	Remove retired teacher section from list of employee categories to align with new CBA and updates to Board Rule 4-3.f.
4-3.e.	Education Support Personnel or Paraprofessional and School-Related Personnel	Update to include reference to PSRPs to align with new CBA.
4-3.f.	Part-Time /Seasonal Employees Miscellaneous Personnel	Modify name of this employee classification and include new Chicago Teacher Pension Fund work hour restrictions per P.A. 97-0912.
4-4.d.	Certification/Licenses	Include reference to layoffs.
4-4.e.	Fitness for Duty Health Examinations	Modify term for this examination.
4-4.i.	Respectful , Violence Free Workplace and Learning Environment	Include respectful work environment for consistency with new CBA.
4-5	Hiring, Appointment and Status of Employees	Update to include hiring procedures and reference Board Rule 4-1c for hiring management personnel.
4-6	Layoff of Employees and Reductions in Force	Include general reference to all layoff policies rather than listing individual policies.
4-7.a	Discipline of Employees Personnel	Include general reference to the employee disciplinary policy rather than listing specific disciplinary consequences.
4-7.b.2.	Dismissal, Non-Renewal and Reappointment of Probationary Appointed Teachers	Update notice provision for consistency with new CBA.
4-8	Hours of Work — Full and Part-time Employees	Remove ambiguous part-time language.
4-8.d.	Part-Time/Seasonal Miscellaneous Employees	Remove language that duplicates Board Rule 4-3.f.
4-10	Holidays	Update language to align with Board Rules 5-3, 4-1.a.
4-11	Employee Benefit Days and Paid Excused Days	Include reference to parental leave, maternity leave and short-term disability.
4-14.f.	Sabbatical Leave for Appointed Teachers and Principals	Clarify leaves are for periods of one continuous semester or one continuous school year. Modify scope to limit application to tenured teachers only.
4-14.g.	Tenured Teacher, Contract Principal or Quota Assistant Principal's On-Loan Leaves of Absence	Remove outdated leave provision and outdated Board policy number reference.
4-15.c.	Tenured Teachers' Leave for Charter School Employment	Include general reference to all layoff policies rather than listing individual policy.
4-15.e.	Tenured Teachers' and ESP Union Leaves	Update union leave provisions to align with new CBA.
4-16.b.	Resignations and Retirement	Delegate authority to the CEO or designee to rescind a resignation or intent to retire.
5-3	Holidays – Offices	Update to align with holidays indicated in school calendar.
5-15	Use of Proceeds From Sale of Real Estate	Convert policy into new Rule, add authority to: (a) pay brokerage fees from proceeds; and (b) use proceeds in accordance with IRS regulations when property was purchased with federal tax-exempt bonds.
6-5	Fire School Emergency Planning and Safety Drills	Expand Rule to include requirement for annual school emergency plans and safety drills per existing Policy.

Board Rule	Title	Action
6-10	<u>Academic Calendar Regular School Year</u>	Include general reference to school calendar(s) approved by the Board rather than listing specific calendar types.
<u>6-11</u>	<u>School Uniforms and Dress Codes</u>	Convert policy into new Rule and authorize the CEO to issue requirements and procedures schools to establish a uniform or dress code.
6-12	Duties of Principals	Clarify list of duties.
6-13	Duties of Assistant Principals	Clarify list of duties.
6-20	Holidays - Schools	Update to align with holidays indicated in school calendar.
6-22	<u>Regular School Hours of Operation and Instruction</u>	Clarify that the hours of school operation with include the instructional minutes specified by the CEO.
7-2.b.3	Procurement Policy for Biddable and Non-Biddable Items	Authorize the Chief Purchasing Officer to waive bidding requirement for the purchase of biddable items between \$10,001 - \$25,000 and use alternate means to obtain competitive pricing.
7-2.3	Non-Biddable Education-Related Expenditures and Engagements Which are not Subject to Section 7-2 Procurement Requirements	Include payment of fees for membership in professional associations.
<u>7-2.7</u>	<u>Purchase of Non-Biddable and Biddable Items Through The Illinois School Purchasing Network or Other Government Purchasing Cooperative Contracts are not Subject to Section 7-2 Procurement Requirements</u>	New Rule to authorize the Chief Purchasing Officer to utilize Illinois School Purchasing Network contracts and contracts established by other government purchasing cooperatives per 105 ILCS 5/10-20.21(a)(xii) and (xv), if price and terms are most favorable.
<u>7-2.8</u> 7-2.7	Procurement Guidelines	Rule re-numbered.
7-15	Delegation of Authority to Act	<p>Modify the Chief Purchasing Officer's authority to include approve payments and ratify agreements for the purchase of biddable items between \$10,001 and \$25,000 when purchases are not made in accordance with Chapter VII Rules.</p> <p>Modify the Chief Purchasing Officer's authority to include approval to amend to contracts over \$75,000 to: (1) reduce unit pricing, (2) reflect assignment of contract per corporate re-organization, (3) reflect corporate name change, (4) contract extensions that do not increase the maximum expenditure, or (5) make administrative corrections and clarifications.</p> <p>Clarify the Chief Education Officer's authority to execute education-related agreements.</p> <p>Modify Chief Financial Officer's authority to include authority to enter into grant agreements with cost sharing commitments that exceed \$250,000 subject to approval as to legal form by the General Counsel.</p> <p>Clarify the various terms that may be used to reference a particular officer in Board Rules, Policies or contracts.</p>

CHAPTER I ORGANIZATION OF THE BOARD OF EDUCATION

Sec. 1-1. Officers. The officers of the Board of Education shall be the President, Vice President and Secretary. The President and Vice President shall be elected annually in July or whenever a vacancy exists, by majority vote of the full membership. The Board shall select and appoint a Secretary and an Assistant Secretary who shall be employees of the Board and shall have the powers and duties prescribed by these Rules.

Sec. 1-2. Election of Officers. The President and Vice-President of the Board of Education shall be elected from the members of the Board of Education by a roll call vote of the members of the Board of Education. The President and the Vice-President shall each receive the votes of a majority of the full membership of the Board of Education before being declared elected. The President and the Vice-President, respectively, shall hold their offices for one year and until their successors shall be duly elected and qualified.

Sec. 1-3. Special Committees. The President, with the approval or at the direction of the Board of Education, may appoint special committees to consider and report on matters referred to them.

Sec. 1-4. President. The President shall preside at all meetings of the Board of Education at which the President is present. The President shall perform such duties and exercise such powers as usually pertain to the office of President, and shall also have such additional powers as may be granted by statute or by the Board of Education.

Sec. 1-5. Vice-President. The Vice-President shall preside at all meetings of the Board of Education in the absence of the President, and shall perform such other duties as may be enjoined upon the Vice-President by the Board of Education. In the case of the absence or disability of the President, or if there be a vacancy in the office of the President, all the powers and duties of that office shall devolve upon the Vice-President, who shall continue to exercise such powers and duties until the President returns or the vacancy is filled.

Sec. 1-6. Chairman Pro Tem. In the case of the absence or disability of the President and the Vice President at any regular or special meeting of the Board of Education when a quorum is present, as determined by the Secretary by roll call, the members present shall proceed to the election of a Chairman Pro Tem who shall act at such meeting in lieu of the President and the Vice President.

Sec. 1-7. Secretary. The Secretary shall cause to be developed and kept a record of all of the agendas and proceedings of the Board of Education; shall give notice to members and the public of regular, special and recessed meetings of the Board of Education; shall have general supervision of all records of the agendas and proceedings of the Board of Education and of each committee and subcommittee thereof, and of such other records as the Board of Education may direct; shall sign all records of proceedings of the Board of Education; shall cause to be prepared expeditiously the agendas and proceedings of the Board of Education and such reports and other matters as the Board of Education may direct or are by law required, and shall send copies thereof to all members; shall publish and make available, at a minimum once a year, an up-to-date copy of these Board Rules; shall maintain an up-to-date file on policies approved by the Board; shall publish in May of each year a Calendar of Board Meetings for the upcoming fiscal year; shall ~~publish in September~~ maintain a list of reports that require annual Board approval; shall accept all liens and summons served on the Board; shall sign all checks drawn by order of the Board of Education and present the same to the Mayor and the City Comptroller for countersigning, shall sign all contracts and legal instruments approved by the Board of Education and shall perform such other duties as usually pertain to the Office of Secretary or such as may be directed by the Board of Education and by these Rules.

The Secretary shall be responsible for the administration of the Policies, for all records management (including computer, electronic, paper and film), records retention, records management and records destruction for the Board of Education and the Chicago Public Schools.

Sec. 1-8. Assistant Secretary. The Assistant Secretary shall perform the duties of the Secretary in case of the Secretary's absence or inability to act. The Assistant Secretary shall perform such other duties as may be enjoined upon the Assistant Secretary by the Board of Education.

Sec. 1-9. Discrimination. It is the policy of the Board to prohibit unlawful discrimination on the basis of any classifications protected by the Constitution of the United States, the Constitution of the State of Illinois and applicable federal, state or local laws or ordinances, including but not limited to discrimination on the basis of race, color, sex, gender identity/expression, age, religion, disability, national origin or sexual orientation.

Sec 1-10. Finance and Audit Committee. The Finance and Audit Committee shall consist of all members of the Board of Education. The Finance and Audit Committee is authorized to review the status of the Board's budget and expenditures, review the expenses of the Office of the Board, decide all requests for reimbursement of expenses by the President of the Board, receive reports from the Chief Executive Officer or the Chief Financial Officer regarding issues related to the Board's financial condition, and review the Board's procurement and expense reimbursement policies and related matters. The Finance and Audit Committee also shall perform other responsibilities as are designated by the Board or the Board President.

CHAPTER II

CONDUCT OF THE BUSINESS OF THE BOARD OF EDUCATION

Sec. 2-1. Regular Meetings. The Board of Education shall establish a schedule of regular meetings in May of each year and shall state the regular dates, times and places of such meetings.

Sec. 2-2. Special Meetings. Special meetings may be held at any time on call of the President or any three or more members. Such call shall be in writing, duly signed, and shall be presented to the Secretary who shall proceed immediately to prepare notices and an agenda on the same and shall cause them to be served on members of the public and the members of the Board of Education at least 48 hours prior to the day and hour set for said special meeting.

Sec. 2-3. Public Hearings on One School Issue or School Problem - Regular Meeting. Upon the written request of the President or any majority of the members, any one school issue or school problem presented by any member, person, civic group or organization, may be set for public hearing at a regular meeting of the Board, at a fixed hour and stating the time allowed for oral presentation. The Secretary shall promptly notify the person, civic group or organization that presented the said school issue or school problem to be heard, of the day and hour of the regular meeting of the Board at which the public hearing is to be held, and stating the time allowed by the Board for oral presentation. Procedures for presentations at public hearings shall follow the current Guidelines for Public Participation.

Sec. 2-4. Order of Business; Quorum. At each meeting of the Board of Education, the President shall take the chair at the time appointed for the meeting and shall call the same to order. The Secretary shall immediately call the roll of members. If no quorum be present, the Board of Education shall not stand adjourned thereby, but the member or members present may adjourn to a subsequent date by a majority vote of those present. Provided a quorum of Board members is physically present for a meeting, a Board member may participate by video or audio conference if he or she is prevented from physically attending because of: (i) personal illness or disability; (ii) personal employment purposes; (iii) business obligations of the Board; (iv) a family or other emergency; or (v) such other reasons authorized under Section 7 of the Open Meetings Act (5/ILCS 120/7). A Board member who attends a meeting by audio or video means, as provided herein, may participate in all aspects of the Board meeting including voting on any item. If a member wishes to attend a meeting by video or audio conference, the member shall notify the Secretary before the meeting unless advance notice is impractical. The Secretary shall indicate in the meeting minutes whether the members of the Board were physically present for the meeting or present by means of video or audio conference.

A quorum for the transaction of business shall consist of a majority of the full membership of the Board of Education then serving. When a quorum is physically present, the order of business shall be as noted in the agenda published for the particular meeting.

Sec. 2-4.1. Public Participation at Meetings. At each regular and special meeting which is open to the public, members of the public and employees of the district shall be afforded time, subject to reasonable constraints, to comment to or ask questions of the Board. The Board President shall establish and publish guidelines that will govern the public participation portion of each meeting.

Sec. 2-5. Rules of Order. The Rules of Parliamentary Practice embraced in the most recent edition of Robert's Rules of Order shall govern the Board of Education in all cases in which they are not inconsistent with the Rules of the Board of Education.

Sec. 2-6. Amendment and Suspension of Rules. The Rules of the Board of Education may be repealed, amended or added to only at a regular meeting and by a vote of two-thirds of the full membership. Any and all amendments to these Rules shall specify therein the chapter and section thereof sought to be amended.

The Rules may be suspended at any regular meeting by a majority of the full membership then serving; provided, however, that these Rules shall not be suspended for the purpose of repealing, amending, or adding to the same except by a vote of two-thirds of the full membership.

Sec. 2-7. Annual Adoption of Rules. The Board of Education shall re-adopt these Board Rules, and any amendments, modifications, repealers, or suspension thereto, by a vote of two-thirds of the full membership of the Board at its first regular meeting after the start of each fiscal year or at such other times as the Board deems appropriate. If the Board fails to readopt these Board Rules as set forth in this Rule, the existing Rules shall continue in full force and effect.

Sec. 2-8. Withdrawing Reports and Laying Over Reports.

a. Prior to a vote on any report presented to the Board, the Chief Executive Officer or any other Officer sponsoring the report may withdraw the report from the agenda.

b. Upon the request of any member, any report presented by any department head or any motion, resolution, order, or Rule presented by any member shall be laid over for one meeting; provided, however, that no matter shall be so laid over for more than ~~then~~ three consecutive meetings. The report, motion, resolution, order or Rule so deferred shall be published in the proceedings of the Board of Education.

Sec. 2-9. Vote Required - Recording of Vote. Except as otherwise provided by law or in these Rules, all questions pending before the Board of Education shall be decided by a majority of the members voting upon them, a majority of the entire Board of Education voting. The Ayes and Noes shall be taken and entered of record by the Secretary.

Sec. 2-10. Reconsideration. No motion for a reconsideration of any vote shall be entertained unless such motion shall be made at the meeting at which the vote sought to be reconsidered was taken, or at the next regular meeting thereafter, by any member of the Board of Education who shall have voted with the prevailing side or shall have been absent when the vote was taken. Any member may second the motion.

Where the Ayes and Noes have not been called on a question, any member may make the motion to reconsider.

Sec. 2-11. Records of Proceedings. The record of the Proceedings of the Board shall be prepared and maintained by the Secretary and include a record of the following (1) the date, time and place of the meeting, (2) the members of the Board who were present, absent and whether members were physically present or present by means of video or audio conference, and (3) a summary of discussion on all matters proposed, deliberated or decided and any votes taken. The Board of Education may direct that the remarks of any member made during a meeting shall be included in the record of proceedings.

Sec. 2-12. Approval and Posting of Proceedings. The Secretary shall affix his or her signature to the records of Board proceedings. Such signed records, when approved by a majority vote of the full membership of the Board shall be the official records of such proceedings. Within seven (7) days of the approval of such proceedings, the Secretary shall post the approved proceedings on the Board's website for a period of not less than 60 days.

Sec. 2-13. Delegation of Board Authority.

a. **Manner and Effect of Delegation of Authority.** With the exception of those powers and authority exclusively reserved to the Board by the Illinois School Code, as it exists now, or as it may be hereafter amended, the Board may delegate its authority by Board Rule, Board Policy, Board Resolution, Board Report or other Board action. Where the Board has delegated authority to an Officer or his/her designee, that Officer or his/her designee may take all actions consistent with the delegation without further Board action or authority and the action shall be binding upon the Board at the time the Officer acts.

b. **Authority Not Specifically Delegated.** The Board reserves to itself all authority and power it has not specifically delegated to another by Board Rule, Board Policy, Board Resolution, Board Report or other Board action.

c. **Authority over Departments and Delegated Authority.** Chiefs, Officers and heads of departments have the authority to supervise their respective departments or units, including all employees within their departments or units, and to take all actions delegated to them by Board Rule, Policy, Resolution, Board Report or other Board action. Said Chiefs, Officers and heads of departments or units may delegate their authority to employees within their departments or units, including any authority delegated to them by the Board.

Sec. 2-14. Line Item Veto. For any Board Report requesting authority for multiple actions/items/transactions, the Board shall have the right, at its discretion, to strike or decline approval for any one or more action/item/transaction identified on such Board Report without voiding the remainder of the Board Report.

Sec. 2-15. Reporting to the Board. (Repealed 08-25-10)

Sec. 2-16. Approval to Make of Donations. Donations may be issued to students enrolled in the Chicago Public Schools and third parties for the benefit of students enrolled in the Chicago Public Schools only upon approval by a majority vote of the Board. For purposes of this Rule, the term donation means the voluntary contribution of funds by the Board to one or more individual students enrolled in the Chicago Public Schools or a not-for-profit entity that provides services to or advocates on behalf of students enrolled in the Chicago Public Schools. Donations are not authorized by or subject to the provisions of Chapter VII. of these Rules.

CHAPTER III ADMINISTRATIVE ORGANIZATION

Sec. 3-1. Chief Executive Officer. The Chief Executive Officer shall have all the duties and powers authorized by the Illinois School Code and all such additional duties and powers as may be granted by the Board of Education.

Sec. 3-2. Law Department. The General Counsel shall have charge and control, subject to the approval of the Board of Education, of the Law Department and of all litigation, legal questions, and such other legal matters as may be referred to the department by the Board of Education or by the Chief Executive Officer. The General Counsel shall have authority to issue legal opinions, to bring actions on behalf of the Board, to take any actions required by law and to settle any matter before the Law Department, including, but not limited to, federal and state court cases, administrative enforcement agency cases, workers' compensation claims, employment issues, and contract disputes, for a sum up to and including \$50,000, without Board approval. The General Counsel shall report any settlements in excess of \$10,000 to the Board in an appropriate manner on a monthly basis. The General Counsel shall also review all contracts, bonds, and leases subject to the exceptions noted in Section 7-15 herein.

Assistants and Deputies General Counsel shall work under the direction and supervision of the General Counsel and are expressly prohibited from performing legal work for or undertaking legal representation of any person or entity other than the Board of Education. Violation of the prohibition against outside practice by an Assistant or Deputy General Counsel shall constitute cause for immediate dismissal from employment.

Sec. 3-3. Retention of Outside Legal Counsel. The retention of outside legal counsel is reserved to the Board. Subject to approval by the Board, the General Counsel may retain outside legal counsel to appear in legal proceedings on his/her behalf or to provide other legal services to the Board. The General Counsel is also authorized to retain hearing officers, arbitrators, mediators, expert consultants and witnesses and court reporters and to authorize payment of fees, expenses and costs related to those retentions. Any actions taken pursuant to this section shall be reported to the Board on a monthly basis.

Sec. 3-4. Payment of Judgments and Awards. The General Counsel is authorized to approve payment of any judgments, awards, fines or penalties rendered against or imposed upon the Board when, in the opinion of the General Counsel, no further proceedings are justified. The General Counsel shall report payment of any judgments, awards, fines or penalties in excess of \$10,000 to the Board on a monthly basis.

Sec. 3-5. Attorney's Appearance in Legal Proceedings. The General Counsel shall appear for and protect the rights and interests of the Board of Education in all cases, suits, and proceedings brought by or against the Board of Education. The General Counsel also shall take all actions necessary to fulfill the Board's obligations pursuant to Section 105 ILCS 5/34-18.1 of the School Code. If a current or former member, officer or employee of the Board is required to appear in any matter or defend against or respond to any claim, in their individual or official capacity, the General Counsel may elect to represent such person, appoint outside counsel to represent such person or approve reimbursement of reasonable legal expenses and costs provided that the person was acting in the scope of the person's office or employment during the events giving rise to the matter or claim. No Board funds shall be expended for payment of legal services rendered on behalf of any person in the event the person is identified as the target of a criminal investigation or upon the charge of such person by criminal complaint, information or indictment in criminal proceedings. Upon the conclusion of the criminal investigation or proceedings in which the person was a target or defendant, however, such person may request reimbursement of reasonable legal expenses and costs if such person has not been charged or has been acquitted or found not guilty or if all charges against such person in the action have been dismissed. All requests for reimbursement are subject to approval of the General Counsel and the Board.

Sec. 3-6. Workers' Compensation - Authority to Make Statutory Payments. The Chief Financial Officer or his designee shall have authority, in proper cases under the Workers' Compensation Act and Occupational Diseases Act as determined with advice of the General Counsel, to issue requisitions directing the payment of temporary total disability and statutory losses including statutory permanent total disability benefits to Board of Education employees who have sustained accidental injuries or incurred occupational diseases, and of medical and hospital expenses in such cases, without the adoption of Board Reports. Settlements of any Workers' Compensation claims shall be in accordance with Board Rule 3-2.

Sec. 3-7. Administrative Organizational Units. The Board of Education shall establish such administrative organization units as it may deem necessary or appropriate to ensure the effective and efficient operation of the system and determine the duties and functions of each. Chiefs, officers and the heads of departments shall be appointed by the Board in accordance with Chapter IV of these Rules.

Sec. 3-8. Inspector General. The Inspector General, who is appointed by the Mayor of the City of Chicago, shall investigate allegations of fraud, waste and financial mismanagement in the District by a local school council member or an employee, contractor or member of the Board or involving school projects managed or handled by the Public Building Commission and shall perform other duties requested by the Board including, but not limited to, investigations into employee misconduct, including allegations of criminal activity by employees. Based on the nature, extent or combination of allegations, the Inspector General may refer any matter involving allegations of fraud, waste, financial mismanagement, employee misconduct or employee criminal activity to another appropriate District department for investigation and handling, as well as any other matters which shall be designated by the Board. The Inspector General shall report on and make recommendations to the Board about the investigations completed by the Office of the Inspector General. From time to time the Board acknowledges by Board Resolution the Mayor's appointment of an individual to serve as Inspector General and the terms of that Resolution will be in full force and effect for the duration of the Inspector General's tenure unless further amended by the Board. Prior to the beginning of each fiscal year, the Board shall determine the budget allocation for operation of the Office of the Inspector General.

Sec. 3-9. Internal Audits.

a. The Chief Executive Officer or his/her designee is responsible for ensuring that internal audits are conducted and for the ongoing improvement of the internal audit process.

b. The Chief Executive Officer's or his/her designee's responsibilities shall include, but not be limited to (i) developing an annual internal audit plan for purposes of providing objective analyses, appraisal and evaluation of risks associated with fiscal and programmatic activities of the school district, (ii) determining that the school district is effectively allocating resources on programs, external activities, partnerships and consultants; (iii) ensuring the integrity of the financial reporting system and the efficacy of internal financial controls established to minimize waste and mismanagement; and (iv) recommending policies and systematic improvements regarding internal controls based upon audit analyses and findings.

c. The Chief Executive Officer or his/her designee will review the annual internal audit plan with the Inspector General to obtain recommendations for additional areas of audit and to avoid any audit duplication of any area or department designated for review in the annual internal audit plan.

d. The Chief Executive Officer or his/her designee shall report quarterly to the Board on the status of the internal audit process.

CHAPTER IV
BOARD EMPLOYMENT PERSONNEL RULES

Sec. 4-1. Delegation of Authority and Reporting to the Board.

a. *Delegation to Chief Executive Officer or His/Her Designee.* Subject to the limitations set forth in the Illinois School Code, these Rules and the Board's Policies, and except as provided in Rule 4-1c below, the Chief Executive Officer and his/her designee(s) are hereby delegated the following authority with respect to Board employees ~~personnel~~, which may be exercised without Board action:

1. except as provided in 4-1(c)(1) to hire, appoint, or promote based on merit employees upon his/her own recommendation or the recommendation of the Chief Talent Officer, General Counsel, the Chief Financial Officer, executive officers, officers or principals, and to establish eligibility criteria for hire, appointment or promotion;
2. To classify and reclassify employees;
3. To establish a schedule of basic salaries and wage rates, and to set compensation, wages and/or salary based on employee classifications or job titles or other criteria;
4. To establish policies with respect to overtime pay;
5. To grant annual increases to wages and salary based on cost of living for employees not subject to a performance management program or merit pay plan and to grant or withhold annual increases to wages and salary based upon merit to employees subject to a performance management program or merit pay plan adopted by the Chief Executive Officer or designee;
6. To establish employee benefit plans, including employee medical, dental and life insurance plans, disability plans, and tax-deferred savings plans, and the eligibility criteria for participation in those plans;
7. To establish work schedules for all employees, including hours of work and days of work;
8. To establish evaluation procedures for all employees, including, but not limited to, teachers and principals;
9. To grant paid time off for excused days, holidays, sick leave, parental leave, personal leaves or vacation;
10. To grant voluntary leaves of absence to employees and to order involuntary leaves of absence for employees;
11. To grant ~~the following~~ paid and unpaid leaves of absence to eligible employees in accordance with collective bargaining agreements, Board Rules and Policies;
 - i. ~~sabbatical leaves of absence;~~
 - ii. ~~on-lean leaves of absence;~~
 - iii. ~~union leaves of absence; and~~
 - iv. ~~pension office employment leaves of absence;~~
12. To commence disciplinary or dismissal proceedings against employees;
13. To demote, transfer, discipline or dismiss employees;
14. To layoff employees, reduce the Board's workforce, or alter compensation ~~declare unpaid furlough days~~ for employees;
15. To accept resignations and retirements from employees and to grant related revocations; and,
16. To exercise all other authority over employees ~~personnel~~ that is not specifically reserved for Board action.

b. *Chief Executive Officer's Quarterly Workforce Planning Report of Personnel Transactions to the Board and Monthly Report of Salary Increases in Excess of Ten (10%) Percent.* The Chief Executive Officer or his/her designee(s) shall submit a quarterly workforce planning report (which shall be made public) to the Board that summarizes the previous quarter's workforce ~~personnel~~ actions made by the Chief Executive Officer or his/her designee in accordance with Rule 4-1a, provided however, that the reason or cause for any employee dismissal shall not be made public. ~~The Chief Executive Officer or his/her designee(s) shall submit a monthly report (which shall be made public) to the Board that summarizes salary increases in excess of ten (10%) percent granted to employees during the previous month, including those caused by promotion or position reclassification.~~

c. *Personnel Authority Reserved for Board Action.* The Board shall exercise all authority over the following employee ~~personnel~~ matters, which authority is non-delegable under the Illinois School Code or which the Board has reserved to itself:

1. to appoint the Board Secretary, the Assistant Board Secretary, the Chief Executive Officer, the General Counsel, deputies and assistants general counsel, the Chief Financial Officer, executive officers, officers, and contract principals at schools with Appointed Local School Councils and contract principals at schools with Local School Councils that fail to directly select a principal in accordance with section 34-2.3(2) of the Illinois School Code;

2. To establish salaries upon hire for the Board Secretary, the Assistant Board Secretary, the Chief Executive Officer, the General Counsel, deputies and assistants general counsel, the Chief Financial Officer, executive officers and officers;
3. To dismiss the Board Secretary, the Assistant Board Secretary, the Chief Executive Officer, the General Counsel, deputies and assistants general counsel, the Chief Financial Officer, executive officers and officers upon majority vote of the full membership of the Board;
4. To dismiss probationary appointed teachers in accordance with the Illinois School Code;
5. To dismiss contract principals and tenured teachers for cause after adoption, modification or rejection of an Illinois State Board of Education hearing officer's recommendation;
6. to terminate the contract of and to dismiss a contract principal upon recommendation of the Chief Executive Officer, after notice and a hearing, in accordance with the Section 5/34-8.3(d) of the Illinois School Code or, upon consent of the contract principal and the applicable local school council; and,
7. to, upon recommendation of the Chief Executive Officer or his/her designee, dismiss for cause non-probationary assistant principals and educational support personnel whose employment is governed by collective bargaining agreements.

Sec. 4-2. Collective Bargaining Agreements – Effect of Rules. The Chief Executive Officer or his/her designee shall negotiate all collective bargaining agreements on behalf of the Board, and submit tentative agreements to the Board for adoption and approval. These Rules shall be construed consistently with any collective bargaining agreement entered into by the Board. Where a collective bargaining agreement is silent on a subject addressed by these Rules, these Rules shall control. In the event that a Rule is in direct conflict with a provision of a collective bargaining agreement, the provision of the collective bargaining agreement shall control, except where the provision of the collective bargaining agreement has been waived or declared void. Nothing in this Rule shall revive a provision of a collective bargaining agreement that was voided pursuant to 115 ILCS 5/4.5, as it existed from 1995 to 2003, unless revival of that provision has been specifically negotiated and agreed to by the Board. Nothing in this Rule shall affect the Board's rights or obligations with respect to permissive subjects of bargaining as set forth in 115 ILCS 5/4.5 (2005).

Sec. 4-3. Categories of Board Employees. Board employees shall be categorized as Teachers, Principals, Assistant Principals, Certificated Administrators, Educational Support Personnel, or Part-time/Seasonal Employees ~~Miscellaneous Employees~~, as defined below. The Chief Executive Officer or his/her designee may create additional categories of employees, as he/she deems necessary. The Chief Executive Officer or his/her designee may create a classification system and job titles within employee categories for purposes of assignment, pay and benefits.

a. *Teachers.* Teachers are employees with teaching certificates issued by the Illinois State Teacher Certification Board, who are hired to perform instructional or related administrative services. Teachers shall be further categorized as follows:

1. *Appointed Teachers.* Appointed teachers are full-time teachers who are hired and assigned to vacant teaching positions. Appointed teachers shall be further classified as either tenured or probationary, as follows:

- a. *Tenured Teachers.* Tenured teachers are either: 1) teachers who have been appointed to a teacher position, completed the statutory probationary period of continuous service as an appointed teacher necessary to attain tenure, and have not had a break in service or, 2) appointed teachers who lost their tenure but who meet the requirements to be reappointed with tenure set forth in subparagraph (a) (1) (a) (ii) of this Rule. For purposes of this Rule, a "teacher position" includes classroom teacher positions, city-wide teachers, lead teachers, librarians, guidance specialists, counselors, social workers, speech pathologists, school-based nurses, and psychologists. The Board may dismiss tenured teachers from Board employment only for just cause, in accordance with the Illinois School Code, and the Chief Executive Officer or his/her designee may lay off or otherwise remove tenured teachers from their positions in accordance with the Board's Rules and Policies.

- i. *Loss of tenure.* A tenured teacher's right to contractual continued service or tenure is lost upon the occurrence of any of the following:

1. the tenured teacher's dismissal for cause;
2. the tenured teacher's resignation from his/her teacher position, which includes the tenured teacher's voluntary transfer from his/her teacher position to an educational support personnel employee, a certificated administrator, an assistant principal or an interim or contract principal position; and,
3. the tenured teacher's honorable dismissal from his/her teacher position.

- ii. *Reappointment with Tenure.* Formerly tenured teachers who lost tenure under subparagraph (a)(1)(a)(i)(2) or (a)(1)(a)(i)(3) of this Rule shall be granted tenure upon reappointment to a teacher position under the following circumstances:

1. when the former tenured teacher is reappointed to a teacher position within one (1) calendar year from the effective date of his/her resignation;

2. when the former tenured teacher lost tenure by accepting a position as an educational support personnel, a certificated administrator, an assistant principal or an interim or contract principal and he/she is reappointed to a teacher position without a break in service to the Board of Education; and,
3. when the former tenured teacher is reappointed to a teacher position within two (2) calendar years of his/her honorable dismissal. Nothing in this Section shall be construed to guarantee reappointment to a teacher position or to alter the status of employees, including formerly tenured teachers, employed as an educational support personnel employee, a certificated administrator, an assistant principal or an interim or contract principal.

b. *Probationary Appointed Teachers.* Probationary appointed teachers are either: (1) newly appointed teachers who have not completed the statutory probationary period of continuous service necessary to attain tenure; or, (2) formerly tenured teachers who have had a break in service, been reappointed and have not completed the statutory probationary period of continuous service necessary to attain tenure since their reappointment. Probationary appointed teachers are appointed on an annual basis and their continued employment is conditioned on the Chief Executive Officer's recommendation to reappoint them each year in accordance with Board Rules. Probationary appointed teachers may be dismissed from Board employment, or may be laid off or not reappointed in accordance with the Illinois School Code and Board Rules and Policies. Probationary appointed teachers become tenured teachers after serving the statutory period of continuous service necessary to attain tenure in accordance with collective bargaining agreements, effective on the anniversary date of their appointment plus any adjustments to their anniversary date as provided in these Rules or in Board policies.

2. *Temporarily Assigned Teachers.* Temporarily assigned teachers are certified teachers who are not appointed to a full-time, permanent position, but are employed on a temporary, provisional or conditional basis, as follows:

- a. Regularly certified teachers assigned to fill a full-time teaching position, which is encumbered by an appointed teacher, but which has become temporarily vacant as a result of a leave taken by the appointed teacher; or
- b. Teachers with provisional or conditional teaching certificates who are assigned to fill a full-time, vacant teaching position pending receipt of full teaching certification.

3. *Substitute Teachers.* Substitute teachers are teachers who are not appointed but are, at a minimum, certified by the Illinois State Board of Education to substitute teach and serve on a temporary basis, as follows:

- a. *Day-to-Day Substitute Teachers.* Day-to-day substitute teachers are employed on a day-to-day basis to fill temporary, day-to-day vacancies, as needed, with no guarantee of daily assignments. Day-to-day substitute teachers may not be assigned to fill the same position on a day-to-day basis for more than twenty (20) consecutive student attendance days. Day-to-day substitutes may be classified as regular day-to-day substitutes or provisional day-to-day substitutes, based upon their type of certification.
- b. *CADRE Substitute Teachers.* CADRE substitute teachers are employed on a full-time and year-to-year basis. They are entitled to receive daily assignments for each student attendance day throughout a school year in which they are employed. CADRE substitutes may only be assigned to fill the same position for up to twenty (20) consecutive student attendance days. The employment of a CADRE substitute teacher terminates at the end of each school year and must be renewed by assignment annually, except that the employment of a CADRE substitute teacher who: 1) is a displaced temporarily assigned teacher due to a position closing; and 2) has been a CADRE substitute teacher for less than twelve (12) continuous months since his/her displacement as a temporarily assigned teacher will terminate at the end of the school year following twelve (12) continuous calendar months from his/her assignment as a CADRE substitute teacher.

4. *Half-Time Teachers.* Half-time teachers are regularly certified to teach by the Illinois State Board of Education, and are employed on a half-time basis.

~~5. *Retired Teachers.* Retired teachers are former teachers of the Chicago Public Schools who are receiving an annuity from the Public School Teachers' Pension and Retirement Fund, and who: a) are re-employed on a temporary and non-annual basis in critical needs areas, as defined by the Board's residency policy and consistent with 40 ILCS 5/17-149; or b) are re-employed to teach in subject shortage areas in accordance with 40 ILCS 5/46-150.1.~~

b. *Principals.* Principals are full-time employees with administrative certificates issued by the Illinois State Board of Education who are hired to act as the instructional and administrative leader of one or more student attendance centers. Principals are classified as follows:

1. *Contract Principals.* A contract principal is appointed from an eligibility list maintained by the Board. A contract principal shall be hired under a contract with a duration of four (4) years, which shall be terminable for various causes, including removal of the contract principal under section 5/34-8.3 of the Illinois School Code. A contract principal has the powers and authority of a principal provided in the Illinois School Code. A contract principal may be removed and replaced and/or dismissed from employment and his/her contract terminated, as provided by the principal's contract and/or Board Rules and policies, and the Illinois School Code, and in accordance with the procedures set forth in the Board's Employee Discipline and Due Process Policy and the Illinois School Code.

2. *Interim Principals.* An interim principal is a temporary principal whom the Chief Executive Officer or his/her designee may assign to a student attendance center for either up to one (1) year or until a student attendance center's Local School Council selects a contract principal, whichever comes first; or, in the case of a student attendance center on probation, where the Local School Council does not possess the authority to select a contract principal, for an indeterminate period until the student attendance center is removed from probation status under the Board's policy on probationary schools, or in the case of a newly established school, for an indeterminate period until the school has a duly constituted Local School Council or an Appointed Local School Council. An interim principal may exercise all of the powers and authority of a contract principal. The Chief Executive Officer or his/her designee may remove an interim principal at his/her discretion.

3. *Acting Principals.* An acting principal is a temporary principal who does not have a contract and is assigned to a student attendance center by the Chief Executive Officer or his/her designee for a period of up to one hundred (100) school days to fill a temporary vacancy in a student attendance center's principalship. Where a tenured teacher is made acting principal, the tenured teacher shall be returned to his/her former position upon removal from the acting principalship. An acting principal may not dismiss or seek the dismissal of an assistant principal, teacher or any educational support personnel employee assigned to the school to which they are appointed without the prior approval of the Chief Executive Officer or his/her designee. The Chief Executive Officer or his/her designee may remove an acting principal at his/her discretion.

c. *Assistant Principals.* Assistant principals are full-time employees with administrative certificates issued by the Illinois State Board of Education who are recommended for hire by a contract principal, interim principal or, where there is no contract or interim principal, assigned by the Chief Executive Officer or his/her designee, to assist contract, interim or acting principals in the performance of their duties as the instructional and administrative leader of a student attendance center. Assistant principals may be assigned direct instructional responsibilities. Assistant Principals are further categorized as follows:

1. *Quota Assistant Principals.* Quota assistant principals are Board-funded assistant principals who are recommended for hire by a contract or interim principal and whose term of assignment as a quota assistant principal ends at the expiration of the contract principal's contract, the retirement of the contract principal, the removal or dismissal of the contract principal, or the termination of the interim principal's assignment to the student attendance center. Quota assistant principals whose term of assignment ends under this Rule shall be displaced in accordance with the Board's Assignment and Appointment of Teachers and Principals Policy.

2. *Discretionary Assistant Principals.* Discretionary assistant principals are assistant principals, funded by discretionary funds, who are recommended for hire by a principal and who serve on a year-to-year basis. Discretionary assistant principals may be displaced in accordance with the Board's Assignment and Appointment of Teachers and Principals Policy.

d. *Certificated Administrators.* Certificated administrators are full-time employees who hold administrative certificates issued by the Illinois State Board of Education, other than principals and assistant principals, who are assigned to administrative positions without direct instructional duties. Certificated administrators are "members of the teaching force" for purposes of the Illinois Pension Code. Certificated administrators are employed at-will.

e. *Educational Support Personnel or Paraprofessional and School-Related Personnel.* Educational support personnel or paraprofessional and school-related personnel are full or part-time employees who are not required to have teaching or administrative certificates issued by the Illinois State Board of Education to perform the duties of their position. Educational support personnel and paraprofessional and school-related personnel are employed at-will, unless the Board has entered into a specific agreement granting a particular class of educational support personnel a property interest in their employment by the Board.

f. *Part-Time/Seasonal Employees Miscellaneous—Personnel Part-Time/Seasonal Employees Miscellaneous Personnel* are employed at will on a seasonal, casual, short-term and/or temporary basis and are ineligible for employee benefits, including but not limited to paid sick, personal and vacation benefit days and any Board-sponsored employee health, dental, life or other benefit program. *Part-Time/Seasonal Employees Miscellaneous Personnel* shall not work more than twelve hundred (1200) hours in a calendar year. *Part-Time/Seasonal Employees Miscellaneous Personnel* shall be members of the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund of Chicago except for the following groups of *Part-Time/Seasonal Employees Miscellaneous Personnel*:

1. *Individuals Miscellaneous personnel* employed for less than seven hundred (700) hours in any calendar year, if paid on an hourly basis; or

2. Individuals ~~Miscellaneous personnel~~ employed for less than four (4) months, if paid on monthly basis; or
3. Individuals ~~Miscellaneous personnel~~ employed for less than one hundred (100) days, if paid on daily basis; or
4. Individuals ~~Miscellaneous personnel~~ employed by another unit of local government and, in connection with that employment, are participating in or receiving an annuity from one of the following City of Chicago municipal pension funds: the Municipal Employees' Officers' and Officials' Annuity and Benefit Fund of Chicago, and the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of the City of Chicago, Policemen's Annuity and Benefit Fund of the City of Chicago, Firemen's Annuity and Benefit Fund of the City of Chicago; or,
5. Individuals ~~Miscellaneous personnel~~ receiving a pension or annuity, other than widow's or child's annuity, from the Chicago Teachers Pension Fund, who are employed in a capacity for which the Board requires certification from the Illinois State Board of Education.

In accordance with P.A. 97-0912, the Board shall not re-employ an individual receiving a pension or annuity from the Chicago Teachers Pension Fund as a teacher (as defined the Illinois Pension Code) on a temporary and non-annual basis or on an hourly basis unless the person: (1) does not work as a teacher for compensation on more than 100 days in a school year, and (2) does not accept gross compensation for the re-employment in a school year in excess of (i) \$30,000, or (ii) in the case of a person who retires with at least 5 years of service as a principal, an amount that is equal to the daily rate normally paid to retired principals multiplied by 100. Effective October 1, 2007, the Board shall not employ a retired Board employee who is drawing an annuity from the Municipal Employees' Officers' and Officials' Annuity and Benefit Fund of Chicago as an employee in the category of part-time/seasonal employees ~~miscellaneous personnel~~.

Sec. 4-4. Employment Requirements. Board employees must conduct themselves in a manner that is consistent with the Board's status as a publicly financed primary and secondary educational institution, and with the Board's mission to provide a high quality public education to the children of the City of Chicago. Accordingly, all applicants for employment and employees shall be subject to the following requirements:

- a. *Residency.* All employees must comply with the Board's Residency Policy. Employees hired by the Board shall be advised in writing of the Residency Policy's requirements, including application procedures for waivers of the policy for teachers in special needs positions. Employees' continued employment shall be subject to compliance with the policy. Employees who violate the Residency Policy shall be subject to discipline or dismissal in accordance with the Residency Policy and the Board's Employee Discipline and Due Process Policy.
- b. *Criminal Background Investigations.* As a condition of hire and continued employment, all employees must authorize the Board to conduct a fingerprint or other criminal history verification in accordance with the provisions of the Illinois School Code. To ensure that the Board does not employ and is not knowingly employing a person who has committed the crimes enumerated in 105 ILCS 5/21-23a or 105 ILCS 5/34-18.5, the Chief Executive Officer or his/her designee shall establish procedures and guidelines for conducting criminal background investigations for: (1) applicants prior to hire; (2) employed teachers at the time of their teacher certificate or educator license renewal or at some other periodic interval that is administratively convenient; (3) all other employees at regular periodic intervals that are administratively convenient; and (4) any employee or group of employees at the direction of the Chief Executive Officer or his/her designee. Any employee whose criminal background excludes him/her from Board employment under the Illinois School Code shall be dismissed under the provisions of the Board's Employee Discipline and Due Process Policy. Regardless of whether or not an applicant or employee's criminal history excludes him/her from employment under the Illinois School Code, the Chief Executive Officer or his/her designee shall consider the applicant's criminal conviction history, and whether or not the applicant or employee has made a full disclosure of that history, in determining whether to hire an applicant or whether to dismiss an employee.
- c. *Convictions After Employment.* An employee who is convicted of a felony or any crime involving the consumption, possession, sale, distribution or manufacture of any controlled substance, as defined in 21 U.S.C. §812, 720 ILCS 570/102 (1992) or under the Cannabis Control Act, 720 ILCS 550/1 et seq., or any drug that is legally obtainable but has not been legally obtained, or that is not being used for prescribed purposes or taken according to prescribed dosages must notify the Chief Executive Officer or his/her designee, by letter via certified mail, of the date, factual basis and nature of the conviction, as well as the name and location of the court in which the conviction occurred. Failure to report any conviction, as required by this Rule, in writing within five (5) days of the conviction shall constitute cause for dismissal from employment. Compliance with this Rule shall not exempt the employee from discipline or dismissal because of the conviction. Additional requirements and procedures may be set forth in the Board's Drug and Alcohol Free Workplace Policy.
- d. *Certification/Licenses.* No applicant for employment or promotion to a position that requires certification and/or licensure under the Illinois School Code, or any other law or Board policy, may be hired until he or she has presented proof of proper certification or licensing by the appropriate authority. If an employee's certificate or license lapses, or is invalid, suspended or revoked, the employee shall be subject to layoff and/or discipline or dismissal in accordance with the Board's Employee Discipline and Due Process Policy.

e. *Fitness for Duty Health Examinations.* All applicants for employment and employees may be required, as a condition of hire or continued employment, to submit to a post-offer or post-employment fitness for duty Health examination by an appropriate healthcare professional to demonstrate that they can perform the essential functions of their position and are fit for duty.

f. *Ethics Policy.* All employees and applicants for employment shall comply with the Board's Ethics Policy. Employees who violate the Board's Ethics Policy shall be subject to discipline and dismissal under the Board's Employee Discipline and Due Process Policy.

g. *Failure to Pay Municipal Debts.* The Chief Executive Officer or his/her designee may require that applicants for employment verify that they have paid all debts due and owing to the City of Chicago as a condition of employment. The failure by any Board employee to pay a debt due and owing to the City of Chicago shall be cause for discipline or dismissal. For purposes of this Rule, "a debt due and owing" means a specified sum of money owed to the City for city services, work or goods after the period granted for payment has expired and/or a specified sum of money owed to the City pursuant to a court or administrative order after the exhaustion of or failure to exhaust judicial review. Upon request of the City Comptroller, the Board may withhold wages to pay municipal debts in accordance with the provisions of the Illinois School Code.

h. *Drug and Alcohol Free Workplace.* Board workplaces shall be drug and alcohol free. Accordingly, employees shall not unlawfully manufacture, distribute, possess, consume, use, or be under the influence of drugs or alcohol on Board property or premises or at any site of Board-sponsored activities. For purposes of this Rule, the term "drugs" means any controlled substance, as defined in 21 U.S.C. §812 and 720 ILCS 570/102 (1992), or any drug that is legally obtainable but has not been legally obtained, or that is not being used for prescribed purposes or taken according to prescribed dosages. The Board and/or the Chief Executive Officer or his/her designee shall establish policies and procedures to comply with federal and state Drug Free Workplace Acts and Drug Free Schools and Communities Acts. Additional requirements may be set forth in the Board Drug and Alcohol Free Workplace Policy. The Board and/or the Chief Executive Officer or his/her designee may establish additional policies and procedures for drug and alcohol testing for applicants prior to their hire, or for employees, post-hire. Such policies and procedures shall be consistent with applicable law. Applicants for employment, who violate this Rule, or Board policies and procedures, shall be excluded from consideration for employment. Employees who violate this Rule shall be dismissed from employment.

i. *Respectful, Violence Free Workplace and Learning Environment.* It is the Board's policy that its facilities and workplaces shall be free of violence and that students, employees and visitors to its facilities conduct themselves in a manner that is respectful to others. Accordingly, employees shall not engage in any acts that are inconsistent with a respectful working and learning environment and shall not engage in any acts of violence at the workplace, or engage in any acts of violence outside of Board workplaces that have a nexus to their Board employment. For purposes of this Rule, acts of violence include use of physical force, when it is not reasonably necessary to protect persons or property from imminent harm, and acts of intimidation including, but not limited to, threats of physical force.

j. *Authorization to Work in the United States.* All employees must be legally present in the United States and possess legal authorization for employment in the United States.

k. *Compliance with Laws and Board Policies and Rules Prohibiting Discrimination.* All employees must comply with laws and Board policies and rules prohibiting discrimination, including laws and policies prohibiting sexual harassment.

l. *Statement Concerning Employment in a Job Not Covered by Social Security.* All employees who are employed in positions that are not covered by Social Security shall receive a "Statement Concerning Your Employment in a Job Not covered by Social Security" at the time of their hire.

m. *Obligation to Cooperate in Inspector General Investigations and to Answer Inspector General's Questions.* All employees are obligated to cooperate with the Board's Inspector General in investigations or inquiries conducted by the Inspector General as required by 105 ILCS 5/34-13.1. Employees who are interviewed by the Inspector General or his/her authorized agents and who are given a notice of administrative rights by the Inspector General or his/her agents are directed by the Board of Education to answer all questions by the Inspector General. Employees who receive a notice of administrative rights from the Inspector General or his authorized agents may not refuse to answer questions based upon the assertion of that employee's privilege against self-incrimination. Any employee who refuses to answer questions by the Inspector General or his authorized agents after receiving a notice of administrative rights shall be considered flagrantly insubordinate and to have grossly disrupted the educational process within the meaning of the Employee Discipline and Due Process Policy. In addition to the penalties set forth in 105 ILCS 5/34-13.1, any employee who refuses to answer the questions of the Inspector General or his authorized agent after receipt of a notice of administrative rights shall be subject to dismissal from Board employment in accordance with the Employee Discipline and Due Process Policy.

n. *Employees' Duty to Maintain Confidential Records.* All employees must comply with all laws, rules and regulations, including Board rules and policies, governing confidentiality of student, employee and family records and information, including but not limited to, the Family Educational Rights and Privacy Act, the Illinois School Student Records Act, the Americans with Disabilities Act, the Illinois Human Rights Act and the Health Insurance Portability and Accountability Act. The Board or the Chief Executive Officer or designee shall establish standards and guidelines concerning student, employee and vendor access to and maintenance and destruction of confidential records and information. For purposes of this Rule, "records and information" include documents, audio-visual recordings, and data stored and accessed electronically.

o. *Other Pre-Employment and Employment Requirements.* The Board or the Chief Executive Officer or the Chief Executive Officer's designee may establish other hiring and employment criteria and eligibility requirements that are consistent with the position occupied or applied for, the Board's Rules and policies, public policy and local, state and federal law.

Sec. 4-5. Hiring, Appointment and Status of Employees.

a. *Hiring and Appointment of Employees.* The Chief Executive Officer or his/her designee shall establish the hiring selection process and procedures, hire, appoint and assign employees, except those management level employees reserved for the Board in Board Rule 4-1(c), ~~personnel including officers, the General Counsel, heads of departments, directors and contract principals. The Board shall hire management level personnel, including the Chief Executive Officer, other officers, the General Counsel, heads of departments, directors and contract principals.~~ The Board and/or the Chief Executive Officer or his/her designee may establish policies and eligibility criteria for the appointment of employees ~~personnel~~.

b. *Status of Employees.* All employees shall serve at the pleasure of the Board and shall be considered at-will employees unless a statute or Board agreement or Board Rule expressly provides to the contrary.

Sec. 4-6. Layoff of Employees and Reductions in Force. The Chief Executive Officer shall decide whether and when a layoff of employees or a reduction in the Board's workforce should occur. The decision to lay off employees or conduct a reduction in force may be based upon enrollment projections, reorganizations, and/or budgetary, financial, and/or operational needs. The Chief Executive Officer or his/her designee shall implement such layoffs or reductions in force. Selection of employees for layoff who are covered by collective bargaining agreements shall be in accordance with such collective bargaining agreements and the Board's layoff policies ~~Policy on Layoff of Tenured and Probationary Appointed Teachers and the Policy on ESP Layoffs.~~

Sec. 4-7. Discipline and Dismissal of Employees.

a. *Discipline of Employees Personnel.* Principals, school-based supervisors, officers, heads of general departments now in existence or hereafter established, nonschool based supervisors, the Chief Executive Officer ~~or his/her designee~~ or the General Counsel may discipline employees by written reprimand or ~~suspension of employment without pay~~ in accordance with the collective bargaining agreements and the provisions of the Employee Discipline and Due Process Policy, as it exists now, or as it may hereafter be amended.

b. *Dismissal of Employees Personnel.*

1. *Dismissal of Management Level Employees Personnel, Including Chief Executive Officer, Officers, the General Counsel, Heads of Departments, and Directors.* The Board may dismiss management level employees ~~personnel~~, including officers, the General Counsel, heads of departments, and directors, either upon recommendation of the Chief Executive Officer and a majority vote of the full membership of the Board, or upon majority vote of the full membership of the Board.

2. *Dismissal, Non-Renewal and Reappointment of Probationary Appointed Teachers.* Upon recommendation of the Chief Executive Officer, the Board shall dismiss or deny reappointment for the next school year to a probationary appointed teacher, as follows:

- a. Principals may recommend to the Chief Executive Officer the non-renewal of a probationary teacher's appointment for the following school year provided that they must provide a reason to the Chief Executive Officer for the non-renewal. The Chief Executive Officer may accept or reject the principal's recommendation. If the Chief Executive Officer accepts the recommendation to non-renew a probationary appointed teacher, the Chief Executive Officer shall recommend that the Board non-renew and dismiss the probationary appointed teacher and provide the Board the reasons for that recommendation, which shall not be made public. The Chief Executive Officer ~~or his/her designee~~ shall notify probationary appointed teachers of non-renewal no later than thirty (30) calendar days before the end of the school year. In the case of non-renewed probationary appointed teachers ~~who are in their last year of probation before attaining tenure~~, the Chief Executive Officer's ~~or designee's~~ notice of non-renewal shall notify the probationary appointed teacher of the reason(s) for nonrenewal.
- b. If a probationary appointed teacher engages in misconduct, or the principal is not satisfied with the probationary appointed teacher's performance, the principal may recommend that the probationary appointed teacher be dismissed before the end of the school year in accordance with procedures established by the Chief Executive Officer ~~or designee~~. If the Chief Executive Officer agrees with the principal's recommendation, he or she shall recommend that the Board dismiss the probationary appointed teacher, and provide the Board the reasons for that recommendation.
- c. Probationary appointed teachers shall be deemed reappointed from school year to school year unless the Chief Executive Officer ~~or designee~~ notifies the probationary appointed teacher that he or she will not be reappointed in accordance with this Rule.

3. *Dismissal of Other Probationary Employees, Part-Time/Seasonal Miscellaneous Employees, and At-Will Educational Support Personnel.* The Chief Executive Officer or his/her designee may dismiss at-will employees, including but not limited to probationary employees and managerial, supervisory and confidential educational support personnel, and part-time/seasonal miscellaneous ~~miscellaneous~~ employees, in accordance with the applicable provisions of the Board's Employee Due Process and Discipline

Policy, as it exists at the time of the adoption of this Rule, or as it may hereafter be amended. Nothing in the Board's Employee Due Process and Discipline Policy, as it exists at the time of the adoption of this Rule, or as it may hereafter be amended, shall confer, or be construed to confer, upon probationary employees or other at-will employees a property interest in Board employment or an expectation of continued Board employment.

4. *Dismissal of Assistant Principals and Educational Support Personnel Covered by Collective Bargaining Agreements.* Upon recommendation of the Chief Executive Officer or his/her designee, the Board may dismiss assistant principals and educational support personnel covered by collective bargaining agreements for cause in accordance with the applicable provisions of the Board's Employee Due Process and Discipline Policy, as it exists at the time of the adoption of this Rule, or as it may hereafter be amended.

5. *Dismissal of Contract Principals.* Contract principals may be dismissed from Board employment and their contracts terminated prior to the agreed upon end of their contract, as follows:

- a. In accordance with section 34-85 of the Illinois School Code (105 ILCS 5/34-85), and applicable provisions of the Employee Discipline and Due Process Policy, as it exists at the time of the adoption of this Rule, or as it may hereafter be amended, the Board may dismiss a contract principal for cause after a hearing before an Illinois State Board of Education ("ISBE") hearing officer. In deciding whether to dismiss a contract principal, the Board shall consider the hearing officer's recommendation, any arguments made by the Chief Executive Officer or his/her designee or the contract principal with respect to the ISBE hearing officer's recommendation and other material necessary to make an informed decision. The Board may adopt, modify or reject the ISBE hearing officer's recommendation, and enter orders it deems appropriate under the circumstances.
- b. Upon recommendation of the Chief Executive Officer, after hearing, the Board may remove, replace and dismiss contract principals and terminate their contracts in accordance with the principal's contract and the provisions of 105 ILC 5/34-8.3.

6. *Dismissal Tenured Teachers.* In accordance with section 34-85 of the Illinois School Code (105 ILCS 5/34-85) and applicable provisions of the Employee Discipline and Due Process Policy as it exists at the time of the adoption of this Rule or as it may hereafter be amended, the Board may dismiss a tenured teacher for cause after a hearing before an Illinois State Board of Education ("ISBE") hearing officer. In deciding whether to dismiss a tenured teacher, the Board shall consider the hearing officer's recommendation, any arguments made by the Chief Executive Officer or the contract principal with respect to the ISBE hearing officer's recommendation and other material necessary to make an informed decision. The Board may adopt, modify or reject the ISBE hearing officer's recommendation, and enter orders it deems appropriate under the circumstances.

c. *Suspension Pending Investigation and/or a Discharge or Dismissal Hearing.* Where the Chief Executive Officer or his/her designee, or the General Counsel, deems it to be in the best interests of the Board, the Chief Executive Officer or his/her designee may remove an employee from active employment with pay, or may suspend an employee without pay pending an investigation and/or dismissal hearing in accordance with applicable provisions of the Employee Discipline and Due Process Policy, as it exists at the time of adoption of this Rule, or as it may hereafter be amended.

Sec. 4-8. Hours of Work — ~~Full- and Part-time Employees.~~ The Chief Executive Officer or his/her designee shall assign employees to work full- or part-time schedules, consistent with their job category, in accordance with this Rule.

a. *Teachers.*

1. *Full-Time Teachers.* Full-time teachers shall be assigned to work a minimum of seven (7) hours per day, including lunch, break times and preparation times, five (5) days per week, for a minimum of ~~38.6 weeks~~ 190 days per year, inclusive of vacations periods.
2. *Half-Time Teachers.* Half-time teachers shall be assigned to work no more than one-half (½) of a full-time teacher's schedule.

b. *Non-Exempt Educational Support Personnel.* Educational support personnel may be employed on either a full-time or part-time basis. Full-time educational support personnel, who are classified as non-exempt under the United States Fair Labor Standards Act and the Illinois Minimum Wage Law, shall work a minimum of seven (7) hours and forty-five (45) minutes per day (7.75 hours), including a lunch and break times, five (5) days per week, and 38.6 weeks per year. ~~Part-time, non-exempt educational support personnel shall be assigned to work fewer than seven (7) hours and forty-five (45) minutes a day (7.75 hours), and/or fewer than five (5) days per week, and/or fewer than fifty-two (52) weeks per year.~~

c. *Other Exempt Employees.* Employees who are classified as exempt under the United States Fair Labor Standards Act are subject to principles of public accountability, as defined by the United States Fair Labor Standards Act. Exempt employees are required to work as necessary to fulfill all of their duties and responsibilities, and full-time, exempt employees are required, at a minimum, to be performing their duties during the normal hours of operation of their assigned student attendance center or department.

d. *Part-Time/Seasonal Miscellaneous Employees.* ~~Part-time/seasonal~~ Miscellaneous employees may be employed on either a full-time or part-time basis ~~or full-time seasonal or temporary basis, provided that, with the exception of Miscellaneous Employees who are currently participating in any other public pension fund:~~

1. ~~Miscellaneous Employees paid on an hourly basis shall not be assigned to work more than seven hundred (700) hours in any calendar year;~~
2. ~~Miscellaneous Employees paid on a monthly basis shall not be employed for more than four (4) calendar months in any calendar year; and~~
3. ~~Miscellaneous Employees paid on a daily basis shall not be employed for more than one hundred (100) days in any calendar year.~~

Sec. 4-9. Overtime Premium Pay - Timekeeping -- Public Accountability - No Compensatory Time Banks. The Chief Executive Officer or his/her designee shall designate all employee classifications and job titles as exempt or nonexempt in accordance with the United States Fair Labor Standards Act and the Illinois Minimum Wage Law.

a. *Non-Exempt Positions.* Employees who occupy non-exempt positions shall account for all hours worked on electronic timekeeping systems maintained by the Board, or alternative systems approved by the Chief Executive Officer or his/her designees. Non-exempt employees shall be paid for all hours worked in excess of forty (40) hours in a workweek in accordance with applicable law or as provided in applicable collective bargaining agreements.

b. *Teachers.* Teaching positions are exempt positions. Teachers shall be required to account for the hours that they are scheduled to be at the student attendance center and shall be required to use appropriate available accumulated sick or personal business benefit days for full or partial day absences.

c. *Other Exempt Positions.* Employees who occupy other exempt positions shall be required to account for their presence at work on each work day. Said employees must adhere to principles of public accountability, and may be docked for full days of absence. Other exempt employees shall also use accumulated sick, personal or vacation benefit time for full days of absence. Said employees shall not be required to use accumulated benefit time for partial days of absence.

d. *Timekeeping.* The Chief Executive Officer or his/her designee shall establish procedures for electronic timekeeping, which shall be the primary means for keeping employees' time. Nothing in this Rule shall prevent the Chief Executive Officer, the General Counsel, a department head or supervisors from establishing additional or alternative timekeeping methods if operational needs require them.

e. *No Banks of Compensatory Time In Lieu of Overtime.* Non-exempt employees shall not accumulate compensatory time off in lieu of overtime.

Sec. 4-10. Holidays.

a. ~~*Designation of Holidays.* The Chief Executive Officer or his/her designee shall schedule all Board holidays, on which days all Board offices shall be closed.~~ Employees otherwise scheduled to work shall not be scheduled to work on Board holidays, except as necessary for the security and maintenance of facilities. Holidays that fall on a Sunday shall be observed on the Monday following the holiday. Holidays that fall on a Saturday shall not be observed.

b. ~~*Holiday Pay and Conditions for Holiday Pay.* Employees, other than substitute teachers, retired teachers and part-time/seasonal miscellaneous employees, shall be paid their regular pay for the holiday; except that CEO may declare designated holidays as unpaid furlough days for some or all employees.~~ In the case of teachers, "regular pay" includes pay for extended day and regularly scheduled classes authorized on an overtime basis. To be eligible for holiday pay, employees must work either the day before or the day after the holiday, unless the employee has been approved to use sick or vacation benefit time on those days, except that appointed and temporarily assigned teachers and principals who are appointed or assigned on the day after Labor Day shall be eligible for holiday pay for the Labor Day holiday. Other eligibility requirements may be established by collective bargaining agreements or Board policies.

c. *Teachers' Religious Holidays.* Appointed teachers shall be granted up to three (3) non-attendance days with pay in a school year for the observance of religious holidays, which shall not be considered an absence, provided that:

1. The appointed teacher must give written notice to the school principal at least two (2) days in advance of non-attendance for the religious holiday; and
2. The cost of providing a substitute teacher shall be deducted from the appointed teacher's pay.

Sec. 4-11. Employee Benefit Days and Paid Excused Days. The Board shall establish sick (including short-term disability and maternity), parental, personal business and vacation leave policies for employees, other than substitute teachers and part-time/seasonal miscellaneous employees, which shall set forth rules for the accrual, accumulation and payout upon termination of employment of sick, parental, personal business and vacation benefits days. The Chief Executive Officer or his/her designee shall have the authority to grant paid excused days off to employees.

Sec. 4-12. Family and Medical Leaves of Absence -- FMLA Leaves and Supplementary Family and Medical Leaves.

a. *Applicability of Rule.* This Rule applies to all Board employees.

b. *Types of Family and Medical Leaves Authorized by this Rule.* The Board shall establish policies for Family and Medical Leave Act leaves and for supplementary family and medical leaves, including, child-rearing leaves, personal illness leaves, and family illness leaves. Said policies shall establish eligibility criteria for leaves, leave duration, any employee rights to return to a position at termination of leave, and rights to pay during leave.

c. *Coordination with Other Laws, Regulations and Policies.* All leaves granted under this Rule to employees eligible for FMLA leaves shall be designated as FMLA leaves for the first twelve (12) workweeks of the leave during any twelve (12) month period. The Chief Executive Officer or his/her designee shall make FMLA leaves retroactive to the first day of an employees' continuous absence prior to the employee's request for the FMLA leave except where the employee has previously provided the Chief Executive Officer or his/her designee with the information sufficient for the Chief Executive Officer or his/her designee to make a determination that the leave qualifies as an FMLA leave and the Chief Executive Officer or his/her designee has failed to designate the leave as FMLA, in which case the FMLA leave shall commence on the date the employee submits an application for FMLA leave to the Chief Executive Officer or his/her designee. FMLA leaves shall be concurrent with any other leave authorized by this Rule.

d. *Coordination of Leaves.* All leaves the Chief Executive Officer or his/her designee grant under this Rule to employees eligible for FMLA leaves shall be designated as FMLA leaves for the first twelve (12) workweeks of the leave during any twelve (12) month period. The Chief Executive Officer or his/her designee shall make FMLA leaves retroactive to the first day of an employees' continuous absence prior to the employee's request for the FMLA leave except where the employee has previously provided the Chief Executive Officer or his/her designee with the information sufficient for the Chief Executive Officer or his/her designee to make a determination that the leave qualifies as an FMLA leave and the Chief Executive Officer or his/her designee has failed to designate the leave as FMLA, in which case the FMLA leave shall commence on the date the employee submits an application for FMLA leave to the Chief Executive Officer or his/her designee. FMLA leaves shall be concurrent with any other leave authorized by this Rule.

e. *Effect of Leave on Probationary Periods.* Any probationary appointed teacher granted a leave of thirty (30) or more consecutive calendar days, including a FMLA leave, shall have his/her probationary period extended by the duration of the leave granted under this Rule. This Rule shall not apply to intermittent leaves.

f. *Leave Required.* Any employee subject to this Rule shall be required to seek a leave if the employee is absent from work or anticipates that he/she will be absent from work for more than ten (10) consecutive workdays, or if the employee anticipates the need for an on-going, intermittent leave. The Chief Executive Officer or his/her designee may seek to discipline or dismiss an employee who fails to apply for a leave under this Rule in accordance with the Board's Employee Discipline and Due Process Policy.

g. *Medical Certification for Leave.* All requests for leave or, where available, requests for leave extensions, must be supported by a certification from an appropriately licensed health-care provider. In accordance with applicable law, the Chief Executive Officer or his/her designee may require that an employee seeking a leave or on a leave to submit to periodic evaluation by an appropriately licensed health-care provider regarding the necessity of a leave or continued necessity of a leave.

1. In cases of a dispute regarding the necessity of a leave, the Chief Executive Officer or his/her designee shall direct an employee to submit to an evaluation by an appropriately licensed healthcare provider and request the health-care provider's opinion regarding the necessity of a leave.
2. Where appropriately licensed health-care providers issue conflicting opinions or certifications regarding the necessity for a leave, the Chief Executive Officer or his/her designee shall direct the employee to submit to an evaluation of a third appropriately licensed health-care provider, whose opinion and certification regarding the necessity for a leave will be controlling.
 - a) The employee or his/her healthcare provider shall select the third health-care provider from a list maintained by the Chief Executive Officer or his/her designee.
 - b) The cost of the evaluation and opinion by the third healthcare provider shall be borne by the Board.
3. An employee's failure or refusal to submit to any evaluation directed by the Chief Executive Officer or his/her designee or to cooperate in the evaluation or the health-care provider's selection shall be grounds for discipline or dismissal from employment.
4. Where the health-care provider's opinion is that the employee should be on a leave, the health-care provider shall establish a date for re-evaluation to determine the continued necessity of the leave.

h. *Maintenance of Insurance Benefits During Leaves.* An employee granted a leave under this Rule shall maintain all insurance benefits during his/her leave provided that the employee pays the employee's premium contribution for the insurance.

i. *Prohibition Against Secondary Employment During Certain Leaves of Absence.* Employees who are granted a leave of absence for their own serious medical condition or their own personal illness under this Rule shall not work secondary employment during the period of the leave, including any leave extension.

Sec. 4-13. Involuntary Personal Illness Leaves- Fitness for Duty Leaves. The Chief Executive Officer or his/her designee shall have the authority to place an employee on an involuntary illness leave if the Chief Executive Officer or his/her designee determines that the employee's physical or mental health renders the employee unfit to perform the duties of the employee's position.

a. *Examination of Employees Deemed Unfit for Duty.* The Chief Executive Officer or his/her designee may require employees whose fitness for duty is at issue to submit to examinations and evaluations by appropriately licensed health-care providers to determine the employee's fitness to perform his or her duties.

b. *Involuntary Personal Illness Leave for Employees Determined to be Unfit for Duty.* If an employee is determined to be unfit to perform the employee's duties, the employee shall be placed on an involuntary personal illness leave and shall have all the same rights afforded to employees on voluntary personal illness leaves in accordance with the applicable personal illness leave policy.

c. *Disputes Over Fitness for Duty.* If an employee who is placed on an involuntary personal illness leave disputes the appropriately licensed healthcare provider's determination that he/she is unfit to perform his/her duties, the employee must submit an opinion from another appropriately licensed health-care provider that he/she is fit for duty, and the resulting dispute shall be resolved in accordance with the provisions of Rule 4-12(g).

d. *Duration of Involuntary Personal Illness Leave.* An involuntary personal illness leave shall have a duration of no more than twenty-five (25) work months.

e. *Termination of Involuntary Personal Illness Leave.* An involuntary personal illness leave shall terminate on the earlier of: 1) certification that the employee is fit for duty by an appropriate health-care professional approved by the Chief Executive Officer or his/her designee, or, 2) the expiration of twenty-five (25) work months.

f. *Tenured Teachers and Contract Principals Who Remain Unfit for Duty at the Expiration of Twenty-Five (25) Work Months.* If, after the expiration of twenty-five (25) work months on an involuntary personal illness leave, a tenured teacher or a contract principal remains unfit for duty, the tenured teacher or contract principal shall be dismissed in accordance with the Illinois School Code and the Employee Discipline and Due Process Policy. For purposes of this Rule, an employee who has remained unfit for duty due to a mental or physical incapacity for six (6) or more work months shall not be deemed to be suffering from a temporary mental or psychological impairment, as defined by the Illinois School Code, and nothing in this Rule shall prevent the Board from dismissing a tenured teacher or a contract principal who has been mentally or psychologically incapacitated for more than six (6) months.

g. *All Other Employees Who Remain Unfit for Duty at the Expiration of Twenty-Five Work Months.* If, after the expiration of twenty-five (25) work months on an involuntary personal illness leave, an employee, other than a tenured teacher or a contract principal, remains unfit for duty and is not collecting a permanent disability pension from the Chicago Municipal Employees Annuity Fund, the employee shall be deemed absent without leave and honorably terminated in accordance with the Employee Discipline and Due Process Policy. For purposes of this Rule, an employee who has remained unfit for duty due to a mental or psychological impairment for six (6) or more work months shall not be deemed to be suffering from a temporary mental or psychological impairment, as defined by the Illinois School Code, and nothing in this Rule shall prevent the Board from dismissing an employee who has been mentally or psychologically incapacitated for more than six (6) months.

Sec. 4-14. Other Leaves with Pay. Except as otherwise provided in this Rule, the Chief Executive Officer, or his/her designee, may grant leaves with pay to eligible employees, as set forth in this Rule. The Chief Executive Officer or his/her designee shall establish the procedures for apply for paid leaves under this Rule, which may include additional procedural eligibility criteria. Employees granted leaves under this Rule shall continue to be eligible to participate in employee health and dental benefit plans, provided that they pay any required employee premium contributions to maintain those benefits. Nothing in this Rule shall be construed to grant a contract principal a leave of absence beyond the termination date of the contract principal's contract, or to extend the termination date of the principal's contract.

a. *Military Leave*

1. *Eligibility.* The Chief Executive Officer or his/her designee shall grant military leaves or reserve military leaves to full-time employees for any period the full-time employee spends in military service, including basic training, special or advanced training, and annual training, whether or not within the State of Illinois, and whether or not voluntary.

2. *Seniority and Benefits During Military Leave.* An employee on any military leave provided in this Rule shall continue to accrue seniority and other benefits.

3. *Pay During Military Leave.*

a. *Annual Training.* Any full-time employee granted a leave of absence for annual training under this Rule shall receive his regular compensation.

b. *Basic, Special or Advanced Training.* During the first sixty (60) days of military leave for basic, special or advanced training, an employee will receive the employee's regular compensation minus the amount of his/her base pay for military activities.

4. *Return to Work at Conclusion of Leave.* An employee, other than a part-time/seasonal employee ~~miscellaneous employee~~, who is granted a military leave under this Rule and who: (1) receives a certificate described in section 9(a) of the Military Selective Service Act, 50 USCS Appx. § 459(a) (relating to the satisfactory completion of military service); and (2) makes application for reemployment within ninety (90) days after the employee is relieved from such training and service or from hospitalization continuing after discharge for a period of not more than one year, the employee shall be returned to work, as follows: a. if qualified to perform the duties of his/her former position, the employee shall be reinstated to his/her former position or a position of like seniority, status or pay; or b. if not qualified to perform the duties of his/her former position due to a disability sustained during the military leave, the employee will be offered a vacant position for which he/she is qualified.

b. *Bereavement Leave.* The Chief Executive Officer or his/her designee shall grant employees, other than substitute teachers, ~~retired teachers~~ and part-time/seasonal ~~miscellaneous employee~~, paid bereavement leaves, as follows:

1. A leave not to exceed ten (10) week days, including holidays and layoff days, at the death of the eligible employee's parent, spouse, domestic partner, grandparent, child, brother, or sister of the employee, or step-parent married to a parent of the employee, provided that the last five (5) days of such a leave shall be applied against the employees' sick leave bank; and
2. A leave not to exceed five (5) week days, including holidays and layoff days, at the death of the eligible employee's grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nephew, niece, uncle, aunt, or first cousin of the employee, provided that all days of such leave shall be applied against the employee's sick leave bank.

c. *Jury Duty Leave.* The Chief Executive Officer or his/her designee shall grant employees, other than day-to-day substitute teachers, ~~retired teachers~~ and part-time/seasonal ~~miscellaneous employee~~, a paid leave of absence when summoned for jury duty, provided that the amount of jury duty pay shall be deducted from the employee's pay for each day of jury duty. Day-to-day substitute teachers, ~~retired teachers~~ and part-time/seasonal ~~miscellaneous employee~~ shall be excused from work without pay when summoned for jury duty. The provisions of this Rule shall be applicable during summer school assignments.

d. *Court Attendance Leave.* The Chief Executive Officer or his/her designee shall grant employees a paid leave of absence for court attendance when:

1. the employee is required to attend court, or other judicial proceedings, in connection with litigation in which school interests or records are involved, or when the State of Illinois, the City of Chicago, or the Board is a party and the employee is not personally interested in the outcome of the litigation; or
2. the employee is subpoenaed to appear in court within Cook County, Illinois, in a matter in which the employee has no personal interest in the outcome of the case, in which case, the subpoena fee shall be deducted from the employee's pay.

e. *Conference Leave.* The Chief Executive Officer or his/her designee shall grant an employee, other than substitute teachers, ~~retired teachers~~ or part-time/seasonal ~~miscellaneous employee~~, paid conference leave to attend professionally-related conferences, meetings, workshops, conventions, or commencement exercises for the employee, if in the Chief Executive Officer or his/her designee's judgment, the employee's attendance is beneficial or related to the work of the schools.

f. *Sabbatical Leave for Appointed Teachers, and Principals.* The Chief Executive Officer or his/her designee may grant paid leaves of absence to tenured appointed teachers and contract principals, who have completed six (6) continuous years of satisfactory service, for the purposes of resident study, travel or other purposes, for a period of at least five (5) months but no more than ten (10) school months (equivalent to one continuous semester or one continuous school year respectively), if the Chief Executive Officer or designee determines that the leave will improve the service of the teacher or contract principal to the public schools. Eligibility for and the terms and conditions of sabbatical leaves will be established by the Chief Executive Officer or designee.

g. *Tenured Teacher, Contract Principal or Quota Assistant Principal's On- Loan Leaves of Absence.* The Chief Executive Officer or his/her designee may grant to tenured teachers, contract principals or quota assistant principals the types of on-loan leaves set forth in subparagraphs 1, 2 and 3 of this Section under the conditions set forth in those paragraphs without Board action and shall report such leaves on his/her quarterly report to the Board. The Board shall establish policies governing the terms and conditions under which the Chief Executive Officer or his/her designee may loan employees and the terms and conditions for agreements by which employees are to be loaned. The decision to grant an on-loan leave of absence rests solely within the discretion of the Chief Executive Officer or his/her designee and is not an entitlement to eligible tenured teachers, assistant principals or contract principals.

1. *On-loan leave to a University or Other Educational Institution.* After the Board has approved a contract with a University or Other Educational Institution for an on-loan leave, the Chief Executive Officer or his/her designee may grant a tenured teacher, quota assistant principal or contract principal an on-loan leave to take a position at a university and/or other educational institution if in the judgment of the Chief Education Officer such a leave will enable the teacher or administrator to engage in activities that will contribute to increasing the achievement of the students of the Chicago Public Schools;

2. *On-loan leave to a Contract School.* After the Board has approved a contract with a contract school for an on-loan leave, the Chief Executive Officer or his/her designee may grant a tenured teacher, quota assistant principal or contract principal an on-loan leave to take a position with a contract school established under the Board's Policy to Establish Renaissance Schools, ~~as adopted on September 22, 2004, and as it may hereafter be amended from time to time; or~~
3. *On-loan leave to Central or Area Offices.* ~~The Chief Executive Officer may grant a tenured teacher, quota assistant principal or contract principal an on-loan leave to take an administrative position with the Board at an Area or Central Office.~~

Sec. 4-15. Other Leaves without Pay. The Chief Executive Officer or his/her designee may grant leaves without pay to eligible employees as set forth in this Rule without Board action and shall report all such leave in his/her quarterly workforce planning ~~report of personnel transactions~~ to the Board. The Chief Executive Officer or his/her designee shall establish procedures for applying for unpaid leaves under this Rule, which may include additional procedural eligibility criteria. Employees granted leaves under this Rule shall continue to be eligible to participate in employee health and dental benefit plans, provided that they pay any required employee premium contributions to maintain those benefits. Nothing in this Rule shall be construed to grant a contract principal a leave of absence beyond the termination date of the contract principal's contract or to extend the termination date of the principal's contract.

a. *Personal or Student Teaching Leaves of Absence for Educational Support Personnel.* The Chief Executive Officer or his/her designee may grant educational support personnel employees who have been employed for not less than three (3) months personal or student teaching leaves of absence without pay. The Chief Executive Officer or his/her designee, in the exercise of his/her discretion, may permit educational support personnel granted a personal leave of absence to be paid appropriate accumulated benefit time during the leave. Student teaching leaves of absence shall be without pay. Educational support personnel granted a personal or student teaching leave of absence under this Rule shall be restored to their former positions at the termination of the leave if the former position is available. If the former position is not available, the educational support personnel employee may apply for consideration for other educational support personnel vacancies and, if the educational support personnel employee is not selected to fill such vacancies, he/she will be laid off in accordance with Board Rules and Policies.

b. *Tenured Teachers' Leave for Travel or Study.* The Chief Executive Officer or his/her designee may grant an unpaid leave of absence for one (1) year or less to a tenured teacher for educationally-related travel or for full-time study in accredited institutions of learning. At the conclusion of the leave, the tenured teacher must present credentials showing the course work pursued and the amount of work done to the Chief Education Officer. In case of leave for travel, evidence of such travel shall be presented to the Chief Education Officer. When a leave has been granted under this Rule, the absence shall not be construed as a break in service so far as seniority is concerned and the tenured teacher shall be returned to his/her position at the termination of the leave. A tenured teacher granted a leave under this Rule shall be ineligible for another leave under this Rule for a period of at least four (4) years after the conclusion of the leave. Any person who is granted leave under the provisions of this Rule, who fails to devote the entire period of the leave to the purposes specified in the application for leave shall pay to the Board the cost of maintaining benefits for the teacher during the leave and may be subject to discipline or dismissal in accordance with the Board's Employee Discipline and Due Process Policy, as it exists now or as it may hereafter be amended.

c. *Tenured Teachers' Leave for Charter School Employment.* The Chief Executive Officer or his/her designee may grant unpaid leaves of absence to tenured teachers who accept employment with a charter school in accordance with 105 ILCS §27A-10(b). Charter school leaves shall be granted in one (1) school year increments. Successive charter school leaves may be granted for up to maximum of five (5) school years. A tenured teacher who is granted a leave of absence for charter school employment may return to his/her former position only if the leave terminates after his/her first year of charter school leave; if the leave terminates after more than ~~than~~ one (1) year of leave, the teacher shall be assigned to the Reassigned Teacher Pool in accordance with Board policies, ~~the Board's Policy on Reassignment and Layoff of Regularly Certified and Appointed Tenured Teachers~~, as it exists now, or as it may hereafter be amended.

d. *Tenured Teachers' and Certificated Administrators' Personal Leave of Absence.* The Chief Executive Officer or his/her designee may grant an unpaid personal leave of absence with full loss of salary for a period of two (2) years or less to any tenured teacher, certificated administrator, contract principal or quota assistant principal, if in the judgment of the Chief Executive Officer or his/her designee, such leave will enable the tenured teacher, certificated administrator, contract principal or quota assistant principal to engage in an activity which will be beneficial to the work of the Chicago Public Schools. A contract principal's application for a personal leave of absence shall be conditioned upon the termination of the contract principal's contract and consent of the applicable local school council. Upon conclusion of the personal leave of absence, the tenured teacher, contract principal or assistant principal may apply for vacant positions.

e. *Tenured Teachers' and Educational Support Personnel Union Leaves.*

1. Upon application by the Chicago Teachers Union ("CTU"), the Illinois Federation of Teachers ("IFT"), or the American Federation of Teachers ("AFT"), the Chief Executive Officer or designee may, without Board action, grant employees who are elected or appointed to full-time positions with the CTU, IFT or AFT leaves of absence without pay for the purpose of accepting positions, provided that no more than forty-five (45) ~~thirty-five (35)~~ employees shall be granted such a leave

at any one time. Employees granted a union leave of absence shall retain all other benefits as if they were in regular service. They shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor, and their absence shall not be construed as a break in service for any purpose. As condition of such leave, the CTU, IFT, and AFT must agree to pay the cost of maintaining any benefits for the employee. ~~At the conclusion of a union leave under this Rule, the teacher shall not have the right to return to his/her former position but will be assigned to an equivalent position in the area of his or her certification in accordance with the faculty integration plan. An educational support personnel employee granted a union leave under this Rule shall not have a right to return to his/her former position at the conclusion of the leave but shall have a right to return to an equivalent position, provided the educational support personnel employee provides the Board ninety (90) calendar days' notice of his/her intent to return.~~

2. The Chief Executive Officer or his/her designee may, without further Board action, grant union leaves of absences authorized by collective bargaining agreements approved by the Board to employees who are elected or appointed to union offices. The Chief Executive Officer or designee shall approve such leaves in accordance with the terms of the collective bargaining agreement approved by the Board.

3. An appointed teacher or clinician who is elected as President, Vice President, Recording Secretary or Financial Secretary of the CTU and who decides to return to Board employment following the conclusion of his or her first term in office shall be returned to his or her original position in his or her original school or unit. A teacher or clinician on Union leave to an unelected position with the CTU who decides to return to Board employment at the conclusion of his or her Union leave shall be assigned to an equivalent position in the area of his or her certification. The teacher or clinician shall not have the right to return to his or her original school or unit.

f. Tenured Teachers' Pension Office Employment Leave. Upon application by the Chicago Teachers' Pension Fund, the Chief Executive Officer or designee may grant an unpaid leave of absence to tenured teachers to accept appointments to full-time positions with the Chicago Teachers' Pension Fund. As condition of such leave, the Chicago Teachers' Pension Fund must agree to pay the cost of maintaining any benefits for the employee. Upon termination of the leave, employees shall be treated as laid off employees and afforded the rights and benefits provided in the applicable Board's layoff policies.

g. Principals' Summer Leave of Absence. Upon recommendation of the Local School Council, the Chief Executive Officer or designee may grant an unpaid leave of absence for two (2) calendar months or less during the calendar months of July and August to a contract principal who submits proper application prior to the May 1st preceding the months of July and August for which leave is requested. When a leave has been granted under this section, the absence shall not be construed as a break in service so far as seniority is concerned and the principal's position shall be held open. Principals granted such leaves of absence shall retain all other benefits as if they were in regular service, except that they shall not be allowed to accrue sick or vacation benefit days, or receive pension credit for the period of the unpaid summer leave.

h. Family Military Leave of Absence. The Chief Executive Officer or designee may grant an unpaid family military leave of absence of up to thirty (30) calendar days to an employee who: 1) is the spouse or parent of any person called to military service for a period of more than thirty (30) calendar days pursuant to orders of the Governor of the State of Illinois or the President of the United States, 2) has been employed by the Board for at least twelve (12) months, and, 3) has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. Employees who request unpaid family military leave for five (5) or more consecutive work days must make their request for the leave fourteen (14) days prior to the commencement of the leave; employees who request unpaid family military leave for less than five (5) consecutive work days shall make their request as soon as practicable. Upon termination of the leave, the employee shall be restored to the position held by the employee prior to commencement of the leave or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment, unless the employee would not have maintained his/her position regardless of the leave. The Chief Executive Officer or designee shall establish procedures and requirements for applying for leaves, including requirements for submission of certification from the proper military authority to verify the employee's eligibility for the family military leave and procedures for return of employees at the conclusion of the family military leave.

Sec. 4-16. Resignations and Retirement.

a. Except as provided in subparagraph b of this Rule, employees' resignations and notices of intent to retire are irrevocable upon receipt by the Talent Department of Human Resources.

b. The Chief Executive Officer or designee may permit an employee to rescind a resignation or notice of intent to retire that was made based on a good faith mistake or which would otherwise cause significant and undue hardship to the employee. The Chief Executive Officer or designee shall develop guidelines under which s/he will permit an employee to rescind a resignation or notice of intent to retire.

Upon recommendation of the Chief Executive Officer, the Board may permit an employee who submitted a resignation or who has submitted a notice of intent to retire to rescind the resignation or notice of intent to retire provided that all of the following conditions are met:

- i. ~~The employee has received a firm offer to fill a vacant position for which a Type 75 administrative certificate is a required or desired qualification for a period after his/her effective date of resignation or retirement;~~

- ii- ~~The employee makes a request to rescind the resignation or notice of intent to retire before the effective date of the resignation or notice of intent to retire;~~
- iii- ~~The employee has a record of performance with the Board that, in the judgment of the Chief Executive Officer, demonstrates that he or she is uniquely qualified to fill the position offered to him/her;~~
- iv- ~~In cases where the employee has participated in any Board-sponsored retirement incentive program, including but not limited to the Pension Enhancement Program or an Early Retirement Option, the employee agrees to repay to the Board all monies paid by the Board to the employee; and~~
- v- ~~In cases where the employee has submitted an application for retirement or other benefits from a Pension Fund to which the Board makes contributions, the Pension Fund makes no objection to rescission of the employee's application for retirement or other benefits and agrees to a refund or credit to the Board for the Board's employer "pick-up" of employee pension contributions in connection with the advance payout of sick leave under Pension Enhancement Program or other similar programs.~~

Sec. 4-17. Domestic Partners and Parties to a Civil Union; Definitions and Applicability of Terms.

- a. *Domestic Partner Definition.* The term domestic partner(s), as referred to in Board Rules and Policies, shall mean individuals who (1) are at least 18 years of age; (2) are of the same sex; (3) are unmarried (single, divorced, or widowed) and not a party to a civil union; (3) are each other's sole partner; (4) are responsible for each other's common welfare; (5) are residing in the same residence; (6) are not related by blood closer than would bar marriage in the State of Illinois; and (7) satisfy two of the following additional requirements: (i) have been residing together for at least 12 months; (ii) have common or joint ownership of a residence; (iii) jointly own a motor vehicle, credit account, checking account, or residential lease; or (iv) one or both have declared the other as the primary beneficiary on his or her will.
- b. *Civil Union Definition.* The term civil union means a legal relationship between two persons of either the same or opposite sex established pursuant to the Illinois Religious Freedom Protection and Civil Union Act (P.A. 096-1513, effective June 1, 2011), referred to herein as the "Illinois Civil Union Act". Under the Illinois Civil Union Act, a marriage between persons of the same sex, a civil union, or a substantially similar legal relationship other than common law marriage, legally entered into in another jurisdiction, shall be recognized in Illinois as a civil union.
- c. *Party To A Civil Union Definition.* A party to a civil union means a person who has established a civil union as defined in section b. of Board Rule 4-17.
- d. *Applicability of Terms to Board Rules and Policies.* A party to a civil union and a domestic partner shall be considered included in any definition or use of the terms "spouse", "family", "immediate family", "dependent", "next of kin", "in-law", "married", "relative" and other related terms that denote the spousal relationship or affiliation as those terms are used throughout Board Rules and Policies.

**CHAPTER V
FINANCIAL RULES**

Sec. 5-1. Fiscal and School Year. The fiscal year of the Board of Education shall commence on the first day of July of each year.

Sec. 5-2. Office Hours. The general offices of the Board of Education and District shall be open on Monday through Friday each week from 8:00 o'clock A.M. to 5:00 o'clock P.M. (Holidays designated in section 5-3 excepted.)

Sec. 5-3. Holidays - Offices. The general offices of the Board of Education and District shall be closed on the following legal holidays: January 1 (New Year's Day); the third Monday in January (the birthday of Dr. Martin Luther King, Jr.); February 12 (Lincoln's birthday); the third Monday in February (Presidents' Day); the first Monday of March (the birthday of Casimir Pulaski); the last Monday in May (Memorial Day); July 4 (Independence Day); the first Monday in September (Labor Day); the second Monday in October (Columbus Day); November 11 (Veteran's Day); the fourth Thursday and Friday in November (Thanksgiving Day Recess); December 25 (Christmas Day); and on such other days as the President, with the approval of or ratification by the Board of Education, may direct. When any such holidays fall on Sunday, the Monday next following shall be held and considered such holiday. Notwithstanding the foregoing, the Board may adopt a school calendar that indicates observed holidays which are different from those indicated in this Rule, in which case, the general offices of the Board of Education and District shall be closed on the observed holidays designated in the Board-approved school calendar.

Sec. 5-4. Report Condition of Finance. At least once each quarter the Chief Financial Officer shall present to the Board of Education a summary report of appropriations and encumbrances by funds, showing the condition of Board finances. A copy shall be filed with the Board Secretary.

Sec. 5-5. Investment of School Funds. The Board hereby delegates to the Chief Financial Officer the authority to invest its school funds in investment instruments as authorized by law. The Chief Financial Officer shall purchase and sell all investment instruments on behalf of the Board pursuant to law and the Board's Investment Policy.

Sec. 5-6. Lunchroom Receipts. All moneys received in the lunchroom shall be forwarded in accordance with the schedule established by Chief Financial Officer through a carrying company approved by the Board of Education and deposited in a bank that is on the approved municipal depository list. The Chief Financial Officer shall establish the procedures and schedule for the collection, transfer and deposit of lunchroom receipts.

Sec. 5-7. Sale of Refreshments at Stadia. Sale of refreshments at the stadia shall be under the charge and control of the Chief Administrative Officer. Proceeds from the sale of refreshments shall be credited to the Lunchroom Fund.

Sec. 5-8. Payroll Attendance Reports. Payroll attendance reports for each budget organization unit shall be prepared promptly under the charge and control of the Chief Financial Officer and be promptly certified by the Chief, Officer or head of the department in which the employees are employed.

Sec. 5-9. Use of Roll-Over Funds.

a. Where the Board approves a budget for the current fiscal year that identifies roll-over unspent funds from the previous year's budget and authorizes the use of such funds in the current fiscal year budget, the Chief Executive Officer or his/her designee shall designate the roll-over funds for particular uses or projects and shall report the designations annually to the Board for approval. Only the following specified funds which remain from the prior year's original budget are eligible for roll-over designation hereunder:

- (1) non-personnel general funds in school and central/area offices, and
- (2) building Operation and Maintenance fund from the following accounts:
 - a. Commodities – Supplies;
 - b. Services – Contractual; and
 - c. Services – Repair Contracts.

b. Once designated, transfer of the roll-over funds to the designated account(s) is subject to Board approval and the use of the funds is subject to the following limitations:

- (1) roll-over funds will be expended within the current fiscal year;
- (2) no liability beyond the current fiscal year may be incurred in using the roll-over funds; and
- (3) roll-over funds may not be used to hire employees, except part-time/seasonal employees ~~miscellaneous personnel~~ as defined in Board Rule 4-3.f. whose positions will close at or before the end of the fiscal year.

This Rule does not apply to a school special income fund or funds that are otherwise subject to federal or state requirements or grant agreement obligations regarding carry over.

Sec. 5-10. Reporting Fraud, Waste, Mismanagement; Whistle Blower Protection. In accordance with the Whistle Blower Protection provisions found in the Illinois School Code, Section 34-2.4c, no disciplinary action may be taken against an employee or Local School Council member for the disclosure of information by that employee or local school council member that evidences (a) violation of any law, rule, regulation or policy, or (b) waste, fraud, mismanagement, abuse of authority, or (c) a danger to health or safety of a student or the public.

Sec. 5-11. Annual Notice. The Chief Executive Officer or designee shall provide employees with annual notice regarding the appropriate use and safeguarding of Board resources, compliance with funding source obligations and responsibilities to prevent misuse or misappropriation Board resources.

Sec. 5-12. Non-Resident Pupils - Tuition. Pupils must reside within the limits of the City of Chicago to attend a Chicago Public School. For purposes of enrolling or completing enrollment in an Options for Knowledge school or program, a student must establish Chicago residency on or before July 1st prior to the start of the upcoming school year.

Pupils whose parent(s) or legal guardian(s) do not reside within the limits of the City of Chicago and who are staying in Chicago for the primary purpose of attending Chicago Public Schools shall be considered non-resident pupils. The parent or legal guardian of a non-resident pupil determined to be in violation of this residency requirement shall be charged tuition as determined by the District's Department of Revenue, in accordance with the Illinois School Code and the student is subject to transfer. Pupils who become non-resident during the school term shall not be charged tuition for the remainder of the school term in which they become non-resident.

Sec. 5-13. Foreign Pupils – Tuition. Foreign students living in the City of Chicago with F-1 non-immigrant student visas and participating in the Board's Visiting Foreign Student Program may enroll in the Chicago Public Schools. Such student's must satisfy F-1 visa requirements including but not limited to paying the per capita cost of tuition as determined by the District's Department of Revenue as well as meet applicable grade level and duration of visit requirements. In accordance with the Illinois School Code, foreign students participating in an organized foreign exchange program authorized by the Chief Education Officer or designee may enroll tuition-free in a Chicago Public School.

Sec. 5-14. Estimate of Taxes to be Levied. The Board hereby delegates to the Chief Financial Officer the authority to annually determine the estimate of property taxes to be levied as required under 35 ILCS 200/18-60. Not less than 20 days prior to the adoption of the Board's aggregate levy, the Chief Financial Officer shall determine the amounts of money estimated to be necessary to be raised by taxation for that year upon taxable property in the district. The Chief Financial Officer shall file a report of the estimate with the Secretary of the Board. The estimate shall be deemed an act of the corporate authority upon receipt of the Chief Financial Officer's report by the Secretary of the Board.

Sec. 5-15. Use of Proceeds From Sale of Real Estate. Amounts received from the sale of real estate including common school lands and any investments purchased with such proceeds (not including earnings derived therefrom) shall be deposited in a "Capital Assets Account". Amounts received upon the sale of real estate deposited in the Capital Assets Account shall be used solely for any of the following purposes:

- 1) erecting, purchasing or otherwise acquiring building for school purposes, including, without limitation, for the use of schools and school administration.
- 2) erecting additions to, rehabilitating, modernizing and replacing existing buildings;
- 3) furnishing, equipping, repairing and maintaining such buildings;
- 4) purchasing and replacing fixtures generally used in such buildings;
- 5) purchasing or otherwise acquiring and improving sites for any of the above specified purposes; and
- 6) payment of brokerage and or commission fees for services rendered in the purchase or sale of real estate.

Sales or other disposition of real estate purchased, in whole or in part, with the proceeds of federal tax-exempt bonds are subject to the requirements of the Internal Revenue Code of 1986, as amended, (the Code) and the related regulations. Proceeds from the sale of such real estate shall be used only in accordance with the Code and the related regulations.

CHAPTER VI SCHOOL RULES

Sec. 6-1. Admission Requirements. No person shall be admitted to any school under the jurisdiction of the Board of Education without meeting the requirements for admission. No person seeking admission into any Chicago Public School who has been suspended or expelled for any reason from any public school in Illinois or any other state may be admitted without first completing the entire term of the suspension or expulsion, except on a case by case review by the Chief Education Officer or designee. Students who have been suspended or expelled from a private school, charter school or public school outside District 299 may not be allowed to enroll in a Chicago Public School if they were suspended or expelled for an offense for which expulsion is a possible sanction according to the Chicago Public Schools Student Code of Conduct.

Sec. 6-2. Admission to Elementary School. All children residing in the City of Chicago are eligible, at the beginning of the school year, to enter kindergarten or first grade if they will have reached the age of five or six years, respectively, on or before September 1, with the following noted exceptions:

Children who will reach the age of six on or before December 31 may, at the beginning of the school year, enter first grade if the parent/legal guardian/temporary custodian presents satisfactory evidence that their child (i) attended a nonpublic preschool and continued their education at that school through kindergarten, (ii) was taught in kindergarten by an appropriately certified teacher and (iii) was assessed to be ready for first grade.

The principal of the elementary school in the attendance area in which the student resides shall require the parent/legal guardian/temporary custodian to present a birth certificate, baptismal record, or other satisfactory evidence of the date of birth. The parent/legal guardian/temporary custodian must also produce proof of residence and medical compliance. Lack of proof of residency for homeless students may not be used to exclude them from school. Homeless students must be enrolled in accordance with the Chicago Public Schools' Policy and Procedures on Education of Homeless Children and Youth, 96-1120-PO3, as may be amended.

Sec. 6-3. Admission to High Schools. Pupils who have been graduated from elementary school shall be admitted to a high school in the District. Students who did not graduate from an elementary school and high school transfer students who seek admission to high school may be required to submit school records to evaluate appropriate placement and transfer of course credit, if applicable, and may also be required to take an examination which shall be conducted in accordance with the policies established by the Board of Education.

Sec. 6-4. Exclusion During Epidemics. The Chief Executive Officer in consultation with a city, state or federal public health departments or agencies shall have the power and duty upon reasonable evidence that an epidemic of any contagious or infectious disease is prevalent or that an epidemic of such is impending, to exclude temporarily all pupils and employees from the public schools serving the community where the disease has appeared. Such evidence, in order to be considered reasonable, shall be brought to the attention of the Chief Executive Officer or a city, state or federal public health departments/agencies. In reaching the decision to close a school or schools or to exclude any significant number of pupils, the Chief Executive Officer, in consultation with a city, state or federal public health departments or agencies, shall consider the nature of the communicable disease, the nature of the preventive vaccine or toxoid, and the results of a survey showing the percentage of students and employees who have been inoculated.

Sec. 6-5. Fire School Emergency Planning and Safety Drills. Every school and administrative support office will establish an Emergency Plan on at least an annual basis that meets the standards and requirements of the National Incident Management System. All schools and their employees shall strictly observe the requirements for the conduct of, Fire Drill Ordinance of the City of Chicago and the regulations with regard to evacuation drills, shelter-in-place drills, lockdown drills and other school safety drills as mandated by law and emergency and fire drill dismissals as directed by the Chief Executive Officer, or designee.

Sec. 6-6. Health Requirements of Pupils. (Repealed 09-28-05)**Sec. 6-7. Permits - Residence in Sub-District. (Repealed 01-24-96)**

Sec. 6-8. Expulsion of Pupils - Cause. Expulsion of a pupil is a suspension for a period exceeding ten consecutive school days. For a pupil with a disability, a prior determination that the behavior is unrelated to the pupil's disability is a prerequisite for expulsion. However, in all cases, a free appropriate public education must be made available to all students with disabilities expelled from school. Whenever a pupil in any school is found guilty of gross disobedience, misconduct or other violation as defined by the Student Code of Conduct of the Board of Education of the City of Chicago, the pupil may be expelled from school. The parent or guardian shall be requested to appear at an expulsion hearing before a hearing officer to discuss the pupil's behavior. Such request shall be made by registered or certified mail and shall state the time, place, and purpose of the hearing. The hearing officer shall report to the Chief Executive Officer or designee a written summary of the evidence taken at the hearing together with the hearing officer's recommendations thereon. If the hearing officer recommends that the pupil be expelled, the hearing officer shall state the reasons for the recommendation and the proposed period of time that the student should be expelled from school. The Chief Executive Officer or designee shall determine the appropriate disciplinary action upon the summary and recommendations of the hearing officer. No pupil may be expelled except by the decision of the Chief Executive Officer or designee. The parent or guardian of an expelled student shall have the right to appeal the expulsion decision to the Chief Executive Officer or designee.

Pupils referred for expulsion whose presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process may be immediately reassigned to an alternative school. Procedural safeguards under the Individuals with Disabilities Education Improvement Act of 2004 apply to students with disabilities.

Sec. 6-9. Suspension of Pupils – Cause. For gross disobedience, misconduct, or other violation as defined by the Student Code of Conduct of the Board of Education of the City of Chicago, a pupil may be suspended temporarily by the principal for a period not exceeding ten consecutive school days for each offense. For a pupil with a disability, the pupil may be suspended for a period not exceeding ten school days in a school year, except where the school has consulted with and received approval from the Chief Specialized Services Officer of Learning Supports-Special Education or their designee. Every such suspension shall be reported to the parent or guardian of the pupil, with a full statement of the reasons for such suspension and also reported to the Chief of Schools. The parent or guardian of a suspended student shall have the right to appeal the suspension decision to the appropriate Chief of Schools or designee. The Chief of Schools or their designee shall have authority to review the action of the principal and make a final determination as to the suspension of the student.

Prior to any suspension, the student shall be given oral or written notice of the charges against the student and an informal hearing with an explanation of the basis of the charge and an opportunity to explain his/her version of the facts. Students whose presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process may be immediately removed from school. In such cases, the necessary notice and informal hearing should follow as soon as practicable.

Sec. 6-10. Academic Calendar Regular School Year. The regular academic school year shall begin and end on dates specified in the school year calendar(s) as approved by the Board Regular School Year Calendar, the Annual Year-Round School Calendar and the Calendar for Schools Operating on an Alternative Schedule.

Sec. 6-11. Certificates of Graduation from Evening School. (Repealed 08-22-07) School Uniforms and Dress Codes. A school may regulate student dress to promote order, safety and a positive learning environment by establishing a school uniform or dress code policy. Any such school uniform or dress code policy must conform with the requirements and procedures as may be established by the Chief Executive Officer or designee and must also be approved by the school's Local School Council.

Sec. 6-12. Duties of Principals. Principals of schools are the responsible administrative heads of their respective schools and are charged with the direction, organization, supervision, evaluation, administration, and discipline thereof. They shall establish and enforce such regulations, not contrary to the Rules and Policies of the Board of Education, the Student Code of Conduct, or the regulations of the Chief Executive Officer or his/her designee(s), as in their judgment may be necessary for the successful conduct of their schools.

Sec. 6-12.1. Duties of Assistant Principals. Assistant Principals shall take charge of their respective schools when their principals are absent from the building for any reason. Assistant Principals shall be subject to the supervision of the principal and shall perform such duties the principal may direct. Such duties may include, but are not limited to, providing assistance in the direction, organization, supervision, evaluation, administration, and discipline of the schools and related employees. In the event there are multiple Assistant Principals in a school and the principal is absent, the principal shall designate which Assistant Principal shall be in charge.

Sec. 6-12.2. Duties of Associate Principals. (Repealed 10-25-95)

Sec. 6-13. Duties of Teachers. Teachers shall take charge of the divisions or classes assigned to them by the principal. They shall be held responsible for the instruction, progress and discipline of their classes according to the School Improvement Plan. Teachers shall render such assistance in the educational program in and about the buildings as the principal may direct including parent interviews,

pupil-counseling, corridor, lunchroom, and playground supervision, and attendance at professional staff meetings. Teachers are supervised by their respective principals.

Sec. 6-14. Exclusion of Partisan and Sectarian Questions. Principals and teachers shall prevent the introduction or discussion of questions of a sectarian or partisan character in their schools.

Sec. 6-15. Purchase of Unauthorized Books. Principals and teachers shall not request or advise pupils to purchase for use in the schools, any book, pamphlet, or publication which the Board of Education has not approved.

Sec. 6-16. Contributions and Presents. Employees and Local School Council members can solicit contributions for the school, either in money or in kind, but the acceptance of the contribution shall be made in accordance with ~~Board Rule 5-9~~ and the Board's Policy on the Acceptance of All Grants, Gifts and Donations.

Sec. 6-17. Names and Addresses of Pupils Not To Be Given Out. No employee shall give out names and addresses of pupils or their parents or any information contained in school records, except in accordance with the Board's Policy on the Confidentiality of Student Records.

Sec. 6-18. Circulation and Distribution of Unauthorized Written Materials. No employee or other person shall circulate, permit to be circulated, distribute or exhibit, whether in written or electronic form on school grounds or at school-sponsored functions, any advertisements, circular, subscription list, invitation to or notice of meetings, any book, map or other article, or any other material of a commercial, political or sectarian nature, among the pupils, teachers, or other employees, except by approval of the principal, Chief of Schools, General Counsel, or the Chief Executive Officer ("CEO") or their designees, setting forth the time, manner and place of the circulation or distribution. The provisions in this paragraph do not apply to nor in any way affect the sections of the collective bargaining agreement between the Board and the Chicago Teachers Union ("CTU") pertaining to the CTU's right to distribute information to its members. The publication or distribution of obscene or libelous materials which is published or distributed on school grounds by an employee shall constitute grounds for dismissal.

Union delegates or their designees may distribute union election materials of any employee candidates in employee mailboxes, before and after school hours, or during duty-free time. For the purposes of this rule, teacher preparation periods are not duty-free time.

Distribution or circulation of written materials may take place in an appropriate time, place and manner authorized by the principal, Chief of Schools, General Counsel, CEO or their designees. Under no circumstances are the written materials to which this rule applies to be distributed during class time except in employee lounges and other designated areas. Distributors of such materials may in no manner delay or detain students, teachers, or other employees while distributing their materials except as incidental thereto.

Research materials such as questionnaires, surveys, evaluation instruments and related data requests may not be distributed or circulated in schools except when authorized in accordance with the Board's Research Study and Data Policy.

Local School Councils who wish to distribute questionnaire or survey materials in connection with their duties and responsibilities must have such materials approved as to legal form by the General Counsel or designee prior to distribution.

Sec. 6-19. Distribution, Exhibition and Collection of Books, Maps and Other Written Materials.
(Repealed 09-24-03)

Sec. 6-20. Holidays - Schools. The schools shall be closed on the following legal holidays occurring when schools are in session: January 1 (New Year's Day); the third Monday in January (the birthday of Dr. Martin Luther King, Jr.); February 12 (Lincoln's birthday); the third Monday in February (President's Day); the first Monday in March (the birthday of Casimir Pulaski); the last Monday in May (Memorial Day); July 4 (Independence Day); the first Monday in September (Labor Day); the second Monday in October (Columbus Day); November 11 (Veteran's Day); the fourth Thursday in November (Thanksgiving Day); December 25 (Christmas Day); the day following Thanksgiving Day and on such other days as the President, with the approval of or ratification by the Board of Education, may direct. When any such holidays fall on Sunday, the Monday next following shall be held and considered such holidays. If unanticipated school dismissal becomes necessary, school holidays may be adjusted to ensure that the minimum number of pupil attendance days are scheduled and held pursuant to the Illinois School Code, Section 10-19 and the adjustment shall be implemented consistent with collective bargaining agreements. Notwithstanding the foregoing, the Board may adopt a school calendar that indicates observed holidays which are different from those indicated in this Rule, in which case, schools shall be closed on the holidays designated in the Board-approved school calendar. If the Illinois State Board of Education authorizes modifications to the designated legal school holidays, the modification(s) shall be implemented, upon Board approval, at individual schools consistent with collective bargaining agreements.

Sec. 6-21. Corporal Punishment Prohibited. No employee of the Board of Education may inflict corporal punishment of any kind upon persons attending the public schools of the City of Chicago.

Sec. 6-22. Regular School Hours of Operation and Instruction. The specific hours of operation of an attendance center may vary to reflect the scheduling needs of particular schools; however, all schools must maintain regular hours of operation that provide all students with the a minimum of 300 minutes number of instructional work minutes per day specified by the Chief Executive Officer or designee.

Sec. 6-23. Dismiss Schools for Funeral Services. The Chief Executive Officer, with the approval of the President, may, in case of the death of the principal, dismiss a school during the session when the funeral service is held and may grant permission for other principals to be absent from their schools to attend the funeral services.

In case of the death of a teacher, the Chief Executive Officer or his/her designee may permit a delegation of two teachers and the principals to be absent from school to attend the funeral services without loss of salary.

Sec. 6-24. The Flag. At the beginning of each school day, students shall sing the National Anthem, recite the Pledge of Allegiance and salute the flag of the United States. No student shall be compelled to sing the national anthem, recite the Pledge of Allegiance or salute the flag.

The flag of the United States shall be displayed each day in a prominent place on the school house or school grounds, and the flag of the United States shall be conspicuously displayed in each and every classroom in the public schools of the City of Chicago.

Sec. 6-25. Use of School Buildings After Regular Hours of Building Operation.

I. General Requirements For Operation of School Building Beyond Regular Hours

School buildings shall be opened for any purpose upon the terms and conditions set forth in Section 34-8.1, Section 34-2.3 and Section 34-18 of the Illinois School Code. Principals may set hours of operation of the school building, beyond regular hours of building operation, under the following conditions:

- A. The engineer-in-charge, the engineer-in-charge's designee or the principal's designee shall be present and on duty;
- B. Appropriate adult supervision as determined by the specific building use is present; and
- C. A Type 75 certificated school administrator is available for emergencies.

II. School Affiliated Non-Student Groups

School affiliated non-student groups, as defined for purposes of this Board Rule only, are groups whose mission is promote the educational mission and/or the efficient operations of a school. These groups include, but are not limited to, Local School Councils ("LSC"), Parent Teacher Associations ("PTA"), Parent Teacher Organizations ("PTO"), Parent Advisory Councils ("PAC") and Professional Personnel Leadership Councils ("PPLC"). The following conditions shall apply to the use of school buildings by school affiliated non-student groups:

- A. LSCs shall have the right to use school buildings to meet or carry on official business subject to applicable conditions set forth in Section I above provided that LSC meetings take place in facilities that comply with Open Meetings Act requirements and the requirements of the Americans with Disabilities Act ("ADA") and the Board's ADA Policy.
- B. LSCs may use school facilities during regular school hours so long as space is available and such use does not disrupt the educational operation of the school.
- C. PPLCs shall have the right to use school buildings to meet subject to applicable conditions set for in Section I above.
- D. PPLCs may use school facilities during regular school hours so long as space is available and such use does not disrupt the educational operation of the school.
- E. Groups such as PTAs, PTOs or PACs may use the school building free of charge subject to the applicable conditions of Section I above so long as such use does not incur unreasonable expense on the school.

To the extent possible, school affiliated non-student groups should meet with the principal to establish a meeting schedule as far in advance of the meetings as possible.

III. School Affiliated Student Groups

Any student group recognized by the school may use the school facilities during non-instructional time as determined by the principal. Such groups may include groups whose mission is focused on an aspect of the school's curriculum (i.e. French Club, Math Club, Science Club, Literature Club), as well as groups whose focus is non-curricular (i.e. Debate Team, Chess Club, Christian Club). The principal may determine reasonable restrictions on the time, location and manner of the use.

A school may deny all non-curricular clubs from meeting at the school. If a high school, however, permits one group whose focus is non-curricular to meet on school premises, it must allow all other non-curricular student groups to assemble on the same terms and conditions.

IV. Non-School Affiliated Student Groups

Organizations that work with students enrolled in a Chicago Public School whose mission is unrelated to the school's mission, educational program or operations, may use school facilities as determined by the principal. The principal may determine reasonable restrictions on the time, location and manner of the use.

V. Community and other Non-School Affiliated Groups

Community and other groups whose mission is unrelated to the Chicago Public Schools may use the school facilities for free, as determined by the principal, for free public lectures, concerts or other educational and social interests, when school is not in session, subject to the reasonable restrictions on the time, place and manner of such usage imposed by the principal.

As determined by the LSC, community and other groups whose mission is unrelated to the Chicago Public Schools may use the school facilities for a reasonable cost for public lectures, concerts or other educational and social interests, when school is not in session, subject to the reasonable restrictions on the time, place and manner of such use imposed by the principal.

VI. Providing School Facilities for Commercial Use

The LSC may determine if school facilities are available for rent by private, for-profit organizations. If the LSC permits such rental, it may place reasonable restrictions on such use that shall be in effect for all commercial use. Such use will also be subject to the reasonable restrictions on the time, place and manner of such use imposed by the principal. The LSC should make clear that the school does not endorse or support the entity renting the facilities.

VII. School Usage Permits and Licenses

All organizations/entities except for School Affiliated Non-Student Groups and School Affiliated Student Groups wishing to use a school facility for free or for cost must execute and submit a School Usage Permit. The principal may deny the use of the school facilities when he or she has a reasonable basis to believe that use of the school facilities by such a group will cause damage or undue expense to the school. The principal may also deny use of the facilities if the group fails to meet any of the conditions outlined in the school usage permit.

For all organizations/entities except for School Affiliated Non-Student Groups and School Affiliated Student Groups proposing to rent or use a school building or parking lot more than 10 times a year, the Department of Operations, Office of Real Estate Management must be contacted and a license will be entered into and executed in accordance with Board Rule 7-15 for such extended use.

VIII. No Viewpoint Discrimination Permitted

No group or organization may be discriminated against due to the content or focus of their group or organization. If the school permits one group from categories III, IV, V or VI listed above to use its facilities, it must allow other organizations with a similar mission or purpose to use its facilities on the same terms and conditions.

No religiously-oriented clubs may be barred from meeting at the school if another group that focuses on similar topics and ideals is permitted to assemble there.

If a school grants an offering to or an opportunity for one or more outside youth or community organizations to meet on school premises or in school facilities before or after instructional hours, it must permit equal access to, and must not discriminate against, the Boy Scouts of America. No school may, however, serve as a sponsoring or chartered organization for the Boy Scouts of America.

IX. Chief of Schools Mediation

In the event that a group or organization disagrees with a principal's or Local School Council's determination regarding its request for use of a school facility, the group or organization may ask the appropriate Chief of Schools to meet with the group or organization and the principal and/or the Local School Council in an effort to mediate the dispute. The Chief of Schools will make the final determination regarding use of the school facility.

X. Union Campaigning

Employees are permitted to use school facilities during duty-free time, before and after school for internal union campaign activities provided:

- a) employees notify the principal in accordance with the collective bargaining agreement and the Board's facility usage policy,
- b) activities do not interfere with school activities, including before or after school activities or programming,

- c) activities are not in the presence of students,
- d) activities are during times of normal building operation, and
- e) activities do not require the Board to incur any employee overtime costs.

For the purposes of this rule, teacher preparation periods are not duty-free time. Nothing in this rule shall prohibit the Board from adopting reasonable restrictions as to time, place and manner for use of its facilities.

Sec. 6-26. Alcohol and Tobacco Prohibited. Consumption of alcohol on Board property is prohibited. Use of tobacco products on Board property is prohibited.

Sec. 6-27. Use Free of Charge. (Repealed 10-22-03)

Sec. 6-28. LSC Member Eligibility.

A. Definitions

Wherever used in this Section, the following words and phrases shall have the following meaning:

Parent: Means a (a) biological or adoptive parent, (b) stepparent or (c) legal guardian of an enrolled student of an attendance center.

Stepparent: means a person who is (a) married to the child's parent, a party to a civil union with the child's parent or the domestic partner of the child's parent, (b) resides with the child and (c) exercises care and custody of the child. In order to establish that he/she exercises care and custody of a child, the stepparent must provide: (i) a marriage certificate, civil union certificate or domestic partner documentation, and (ii) a sworn affidavit by the biological or adoptive parent attesting that the stepparent, in conjunction with the parent, does exercise care and custody of the child. Other evidence that may demonstrate care and custody includes but is not limited to the following: (iii) the child is declared as a dependent on the stepparent's most recent income tax return; (iv) the child is covered under the stepparent's health insurance; or (v) the child is listed as the stepparent's child for Medicare, Social Security, Medicaid or other public aid programs. This Board Rule shall not be construed to give stepparents any right of access to student records except as provided in the Illinois School Student Records Act (105 ILCS 10/1 et seq.).

Legal guardian: means a person who has been formally appointed guardian of a child by a court of competent jurisdiction.

Local School Council or LSC: means an elected Local School Council or an appointed Local School Council or Board of Governors, except when otherwise noted.

Employed at the School: Means to receive compensation and act under the direction and supervision of a principal or his/her designee who oversees the detail of the person's work. An employee of a third party may not serve on a local school council at a school at which he or she is employed, however, he or she may be eligible to serve at another school.

Employed by the Board of Education: Means to be in the employ of the Board of Education whether or not employed at the school.

Enrolled in a school: means that the student is currently attending the school at which the parent or legal guardian serves. Graduation is on the last day of the academic school year or semester and not on the date of a graduation ceremony or commencement exercise. Pursuant to the Illinois School Code, the last day of the academic year or semester is determined by the Chicago Board of Education.

B. Eligibility

Persons who have been elected to serve on a Local School Council may serve and continue to serve for the length of their term provided they meet and continue to meet the eligibility requirements set forth below.

1. A person may serve and continue to serve as a parent representative as long as he/she:

- (i) has a child enrolled in the school in which he/she serves;
- (ii) is not employed at the school in which he/she serves; and
- (iii) is not employed by the Board of Education.

If a parent representative of a Local School Council ceases or fails to have a child enrolled in the school at which membership on the Local School Council at which he/she serves, for reasons other than graduation or voluntary transfer of the child, or becomes an employee of the Board of Education, the parent's membership on the local school council and all voting rights shall be terminated immediately upon the written determination of ineligibility by the General Counsel following the challenge procedures set forth below. In cases where the parent representative's membership ends due to graduation of his or her child, he or she serves until the end of the school year or semester in which his or her child graduates. In cases where the parent representative's membership ends due to the voluntary transfer of the child, the parent's membership and voting rights shall be terminated as of the date of the transfer.

2. A person may serve and continue to serve as a community representative as long as he/she:

- (i) resides in the attendance area served by the school;
- (ii) is not employed at the school in which he/she serves;
- (iii) is not employed by the Board of Education; and
- (iv) is not a parent of a student enrolled at the school.

If a community representative ceases to reside within the attendance area or voting boundaries of, or has a child enrolled in, the school at which he/she serves, or becomes an employee of the school or Board of Education, his or her membership on the Local School Council and all voting rights are terminated immediately upon the written determination of ineligibility by the Chief Executive Officer or designee following the challenge procedures set forth below.

3. A teacher representative may continue to serve as long as he or she is employed and assigned to perform a majority of his or her duties at the school, provided that if a teacher representative resigns from employment with the Chicago Board of Education, or resigns from the Local School Council or voluntarily transfers to another attendance center, the teacher's membership on the Local School Council and all voting rights are terminated immediately as of the date the teacher's resignation is received by the Board of Education, or as of the date the teacher's Local School Council resignation is received by the Local School Council or the effective date of the teacher's voluntary transfer to another attendance center.

If a teacher representative resigns from employment with the Board, or resigns from the Local School Council or voluntarily transfers to another attendance center or is absent from employment at the school for an extended and defined period of time due to illness, disability, leave of absence, the initiation of dismissal proceedings, or any other reason, the principal shall notify the Office of the Chief Executive Officer or designee of a teacher representative's permanent or temporary absence. The Office of the Chief Executive Officer or designee shall certify, as appropriate, that a vacancy exists in such teacher representative's position. When a vacancy is certified, the Office of the Chief Executive Officer or designee shall issue written notification to the principal and the local school council advising the school to initiate a non-binding staff advisory poll. The school shall forward the results of the poll to the Office of the Chief Executive Officer or designee in a timely manner. After receipt of the results, the Board will declare the existence of a permanent or temporary vacancy in the teacher representative's position and will appoint a replacement teacher representative until such time as the absent teacher resumes service at the attendance center or for the remainder of the term, whichever occurs first.

4. A non-teacher staff representative may continue to serve as long as he or she is employed and assigned to perform a majority of his or her duties at the school, provided that if a non-teacher staff representative resigns from employment with the Chicago Board of Education, or resigns from the Local School Council or voluntarily transfers to another attendance center, the non-teacher staff representative's membership on the Local School Council and all voting rights are terminated immediately as of the date the non-teacher staff representative's resignation is received by the Board of Education, or as of the date the non-teacher staff representative's Local School Council resignation is received by the Local School Council or the effective date of the non-teacher staff representative's voluntary transfer to another attendance center.

If a non-teacher staff representative resigns from employment with the Board, or resigns from the Local School Council or voluntarily transfers to another attendance center or is absent from employment at the school for an extended and defined period of time due to illness, disability, leave of absence, the initiation of dismissal proceedings, or any other reason, the principal shall notify the Office of the Chief Executive Officer or designee of a non-teacher staff representative's permanent or temporary absence. The Office of the Chief Executive Officer or designee shall certify, as appropriate, that a vacancy exists in such non-teacher staff representative's position. When a vacancy is certified, the Office of the Chief Executive Officer or designee shall issue written notification to the principal and the local school council advising the school to initiate a non-binding staff advisory poll. The school shall forward the results of the poll to the Office of the Chief Executive Officer or designee in a timely manner. After receipt of the results, the Board will declare the existence of a permanent or temporary vacancy in the non-teacher staff representative's position and will appoint a replacement non-teacher staff representative until such time as the absent non-teacher staff member resumes service at the attendance center or for the remainder of the term, whichever occurs first.

5. A person may serve as a high school student representative for a one-year term beginning July 1 and ending the following June 30th as long as he/she is and remains enrolled in the high school in which he/she serves on a full-time basis. For students who graduate while serving as a student representative of a Local School Council, their term shall end upon graduation. In cases where the student representative voluntarily transfers from the school, the student's membership and voting rights on the Local School Council shall be terminated as of the date of the transfer. If a high school student representative of a Local School Council ceases to be enrolled on a full-time basis in the school at he/she serves, for reasons other than graduation or voluntary transfer, the student's membership on the local school council and all voting rights shall be terminated immediately upon the written determination of ineligibility by the Chief Executive Officer or designee following the challenge procedures set forth below.

C. Audit of Records

The Chief Executive Officer or designee may periodically cause to be reviewed pertinent records relating to individual LSC members in order to discover any relevant changes in an LSC member's eligibility. If such a review indicates that an LSC member does not meet the eligibility criteria in this Board Rule, an investigation shall be conducted in accordance with the local school council member removal procedures set forth below.

D. Local School Council Removal Procedures

1. Any person may challenge the eligibility of an LSC member based on the eligibility criteria in this Board Rule. Challenges shall be in writing and shall include:

- a. the name, address, and phone number of the person filing the challenge;
- b. a statement of facts upon which the challenge is based and any evidence which supports the challenger's position.

2. In cases where an allegation of ineligibility under this Board Rule is made by another LSC member or an employee of the Board, the identity of the LSC member or Board employee may not be disclosed during any investigation of the allegation without his or her written consent. 105 ILCS 5/34-2.4(c) ("Whistle Blower Protection").

3. In addition, the Board, its agents and employees, may act upon anonymous challenges, personal knowledge or other information of council members' ineligibility including, but not limited to, the audit of records described above. A Board employee or agent with information indicating that an LSC member is not eligible under this Board Rule may initiate an investigation by submitting a written request for investigation to the Law Department.

4. Filing of Challenges - Challenges and requests for investigation pursuant to this Rule shall be filed with the Law Department.

5. Investigation of Ineligibility - The General Counsel shall review challenges and requests for investigation. If the General Counsel determines that the challenge or request has merit, the General Counsel may refer the matter for investigation if additional information is required. The information provided by the challenger(s) and the results of any investigation shall be reviewed by the General Counsel. If the results of the investigation indicate that the LSC member may be ineligible, the General Counsel shall convene a hearing to afford the General Counsel's representative the opportunity to present evidence of ineligibility and the concerned council member an opportunity to personally present statements and evidence on his or her behalf. The concerned council member shall be notified in writing of the date, time, and place of the hearing, of his or her right to have a representative at the hearing, and the specific basis for his or her alleged ineligibility.

6. A hearing officer shall conduct a hearing and shall afford the General Counsel's representative the opportunity to present evidence of ineligibility and the concerned council member an opportunity to personally present statements and evidence substantiating his/her eligibility to serve on the council. The General Counsel shall have authority to promulgate rules, including, but not limited to, rules of procedure, procedural manuals and rules of evidence, to govern hearings under this Rule. As soon as possible after the conclusion of the hearing, the hearing officer shall make a recommended finding to the Chief Executive Officer or designee regarding the council member's eligibility.

7. The Chief Executive Officer or designee shall decide the question of the council member's eligibility. If the Chief Executive Officer or designee finds that the concerned council member is ineligible to serve based on the eligibility criteria in this Board Rule, the Chief Executive Officer or designee shall declare the member ineligible and a vacancy on the council which shall be effective on the date the declaration is issued. However, the vacancy may be filled only after: (1) the concerned council member fails to request reconsideration within the time allowed; or (2) the concerned council member's request for reconsideration is denied.

8. Notice of Declaration of Vacancy - The Chief Executive Officer or designee shall forward the determination to each challenger and challenged LSC member in writing by regular and certified mail and to the affected LSC by regular mail.

E. Request for Reconsideration

1. Within thirty (30) days of the date of a Declaration of Vacancy by the Chief Executive Officer or designee, the challenged LSC member may submit a request to reconsider to the Chief Executive Officer or designee. Failure to request reconsideration within 30 days after the declaration of the vacancy will render the declaration of vacancy as final. The request for reconsideration should state specific reasons or grounds for rescinding the Chief Executive Officer or designee's prior determination concerning the council member's eligibility.

2. The Chief Executive Officer or designee shall review the determination. New evidence not readily available at the time that the challenge was filed may be submitted. The decision of the Chief Executive Officer or designee shall be final and shall be forwarded to the challenger, the challenged LSC member, and the affected Local School Council.

F. Appointment to Vacancy

If a challenged parent or community LSC member is found to be ineligible to serve on the elected Local School Council pursuant to this process and a vacancy is declared, the LSC shall fill the vacancy by appointment of a qualified person who meets the eligibility requirements.

If a challenged teacher, non-teacher staff or student LSC member is determined to be ineligible to serve on the elected Local School Council and a vacancy is declared, the Board shall fill the vacancy by appointment of a qualified person who meets the applicable eligibility requirements after a non-binding advisory poll of school staff or students, whichever is appropriate. If a challenged member to an

appointed Local School Council or Board of Governors is determined to be ineligible to serve on the council or board and a vacancy is declared, the Board shall fill the vacancy by appointment in accordance with the Board's Policy on Governance of Alternative and Small Schools.

Sec. 6-29. Loss of Local School Council Eligibility Due to Ethics Violations.

For purposes of this Rule, references to Local School Council ("LSC") shall mean an elected Local School Council or an appointed Local School Council or Board of Governors except when otherwise noted herein.

A. Challenges to Local School Council Members' Eligibility Based on Ethical Violations

1. Any person may challenge a Local School Council member's eligibility to serve based on ethical violations. Filing a false Statement or failure to comply with the Board's Code of Ethics Policy may be grounds for disqualification from serving on any Local School Council for the remainder of the concerned member's term(s) of office. Challenges shall be in writing and shall include:

- a. the name, address, and phone number of the person filing the challenge;
- b. a statement of the facts upon which the challenge is based and any evidence which supports the challenger's position.

2. In cases where an allegation of an ethical violation under this Board Rule is made by another LSC member or an employee of the Board, the identity of the LSC member or Board employee may not be disclosed during an investigation of the allegation without his or her written consent. 105 ILCS 5/34-2.4(c) ("Whistle Blower Protection").

3. In addition, the Board, its agents and employees, may act upon: (i) anonymous information regarding council members' ethical violations; or (ii) personal knowledge or other information of ethical violations by council members obtained by Board agents or employees. A Board employee or agent with information of an ethical violation by an LSC member may initiate an investigation by submitting a written request for investigation to the Law Department.

4. Filing of Challenges – Challenges, requests for investigation and reports of LSC members' ethical violations may be filed with the Law Department or the Board's Ethics Advisor.

5. Investigation of Ethical Violations. The General Counsel shall review challenges based on ethical violations, requests for investigation of alleged ethical violations and reports of such violations received from Board agents or employees or anonymous sources. If the General Counsel determines that the challenge, request or report has merit, he/she shall refer the challenge, request or report for investigation. The General Counsel shall review the results of the investigation. If the results of the investigation indicate that the LSC member may have committed an ethical violation, the General Counsel shall convene a hearing to afford the General Counsel's representative the opportunity to present evidence of ethical violations and the concerned council member an opportunity to personally present statements and evidence on his or her behalf. The concerned council member shall be notified in writing of the date, time, and place of the hearing, of his or her right to have a representative at the hearing and of the specific provisions of this Rule or the Board's Code of Ethics Policy which he or she is alleged to have violated.

6. A hearing officer shall conduct a hearing and shall afford the General Counsel's representative the opportunity to present evidence of ethics violation(s) and the concerned council member an opportunity to personally present statements and evidence regarding the allegations of ethics violations. The General Counsel shall have authority to promulgate rules, including, but not limited to, rules of procedure, procedural manuals and rules of evidence, to govern hearings under this Rule. As soon as possible after the conclusion of the hearing, the hearing officer shall make a recommended finding to the Chief Executive Officer or designee regarding the alleged ethical violation.

7. The Chief Executive Officer or designee shall decide the question of whether an ethics violation occurred. If the Chief Executive Officer or designee finds that an ethical violation has occurred, the Chief Executive Officer or designee shall declare the member ineligible effective on the date the declaration is issued. The vacancy on the council which shall be effective on the date the declaration is issued. However, the vacancy may be filled only after: (1) the concerned council member fails to request reconsideration within the time allowed, or (2) the concerned council member's request for reconsideration is denied.

B. Declaration of Vacancy

When a council member has been afforded a hearing pursuant to this Rule and the Chief Executive Officer or designee has found that he or she should be disqualified from the Local School Council based upon a violation of the Code of Ethics or this Rule, the Secretary of the Board shall forward a Declaration of Ineligibility and a Declaration of Vacancy to the concerned council member and Local School Council by certified and regular mail to the council member's last known address and to the affected LSC by regular mail. The vacancy shall be effective on the date the declaration is issued. However, the vacancy may be filled only after: (1) the concerned council member fails to request reconsideration within the time allowed; or (2) the concerned council member's request for reconsideration is denied.

C. Request for Reconsideration

1. Within thirty (30) days of the date of a Declaration of Vacancy based upon a ruling by the Chief Executive Officer or designee, the challenged council member may submit a request to reconsider to the Chief Executive Officer or designee. The request for reconsideration should state specific reasons or grounds for rescinding the Chief Executive Officer's or designee's prior determination concerning the council member's eligibility. New evidence not readily available at the time that the challenge was filed may be submitted.
2. The Chief Executive Officer or designee shall review the request for reconsideration and issue a final determination.
3. The Secretary of the Board shall forward the final determination to the challenger, if any, and the challenged council member by certified and regular mail to the concerned council member's last known address and to the affected LSC by regular mail.
4. Failure to file a request for reconsideration within the time allowed will render final a Declaration of Vacancy based upon a ruling by the Chief Executive Officer or designee.

D. Statement of Economic Interests Filing Requirements

Failure to timely file a Statement of Economic Interests (hereinafter "Statement"), or failure to file a complete Statement, shall result in automatic disqualification from the Local School Council for the remainder of the concerned member's term of office. The Secretary of the Board shall every year, transmit to all schools a sufficient number of blank Statements of Economic Interests for all Local School Council members. Local School Council members shall file the Board's Statement of Economic Interests with the Secretary of the Board by the deadline specified in the annual Statement. Council members will have 45 days from the date the Statement is sent to principals to complete and submit such Statement. Council members appointed after the due date of the annual Statement shall initially file the Board's Statement within seven (7) days of their appointment. Council members shall deliver their completed Statements to the principal of the school where they serve by the deadline specified in the annual Statement or, if appointed after the due date of the annual Statement, within seven (7) days of their appointment. Such delivery shall be considered as the filing of the Statement with the Secretary of the Board.

Within seven (7) days of the applicable filing date, principals shall forward to the Secretary of the Board all Statements and/or the names of any council members who have failed to file Statements as required. Local School Councils shall maintain copies of their members' Statements on file at their schools for public inspection.

When a council member has failed to file a complete Statement by the applicable filing date, the Secretary of the Board shall automatically issue a Declaration of Intent to Disqualify to the concerned council member by certified and regular mail to the council member's last known address and the affected LSC by regular mail. The concerned council member shall have thirty (30) days from the date of the Declaration of Intent to Disqualify to file a complete Statement. If the council member does not file a complete Statement within the time allowed, the Secretary of the Board shall automatically forward a Declaration of Vacancy to the concerned council member and Local School Council by certified and regular mail to the council member's last known address and the school where he or she serves. The vacancy shall be effective on the date the declaration is issued. There shall be no right to request reconsideration of a Declaration of Vacancy based upon a failure to timely file a complete Statement. Either the concerned Local School Council or the Board, as appropriate, may immediately proceed to fill the vacancy by appointment of a qualified person who meets all applicable eligibility requirements to serve the remainder of the disqualified member's term.

E. Notice of Declarations

The Secretary of the Board shall forward a Declaration of Intent to Disqualify and Declaration of Vacancy for failure to timely file a complete Statement to the concerned council member in writing by certified and regular mail to the concerned council member's last known address and the affected LSC by regular mail. The Secretary of the Board shall forward a Declaration of Vacancy based upon findings by the General Counsel to the challenger, if any, and the concerned council member in writing by certified and regular mail to the concerned council member's last known address and the affected LSC by regular mail.

F. Appointment to Vacancy

If a parent or community Local School Council member is determined to be ineligible to serve on the elected Local School Council pursuant to this Rule and a vacancy is declared by the Secretary of the Board, the Local School Council shall fill the vacancy by appointment of a qualified person who meets the applicable eligibility requirements.

If a teacher, non-teacher staff or student Local School Council member is determined to be ineligible to serve on the elected Local School Council pursuant to this Rule and a vacancy is declared by the Secretary of the Board, the Board shall fill the vacancy by appointment of a qualified person who meets the applicable eligibility requirements after a non-binding advisory poll of school staff or students, whichever is appropriate.

If a member of an appointed Local School Council or Board of Governors is determined to be ineligible to serve on the council or board and a vacancy is declared, the Board shall fill the vacancy by appointment in accordance with the Board's Policy on Governance of Alternative and Small Schools.

Sec. 6-30. Removal of Local School Council Members for Certain Criminal Convictions or Failure to Disclose Criminal Convictions.

For purposes of this Rule references to Local School Council ("LSC") shall mean an elected Local School Council or an appointed Local School Council or Board of Governors except when otherwise noted herein. Persons who have been elected to serve on a Local School Council may serve for the length of the term provided that they file a truthful Criminal Conviction Disclosure Form pursuant to Section 34-2.1(f) of the Illinois School Code (105 ILCS 5/34-2.1(f)), and have cleared a criminal background investigation which indicates that they have not been convicted of crimes enumerated in Section 34-2.1(f-5) of the Illinois School Code for which a person is either permanently ineligible for election to or service on a local school council or ineligible for a period of ten (10) years after conviction.

A. Criminal Conviction Disclosure

All candidates must file a Criminal Conviction Disclosure Form prior to election. A Board conducted criminal background investigation must be completed for each local school council member before they take office. Failure to file a Criminal Conviction Disclosure Form, filing a false or incomplete Criminal Conviction Disclosure Form, or failure to provide information required by the Illinois State Police which shall include, but is not limited to, fingerprints or other personal identification information, shall result in the disqualification from the Local School Council for the remainder of the member's term of office.

Each candidate must submit a Criminal Conviction Disclosure Form to the principal. Principals shall forward Criminal Conviction Disclosure Forms to the Office of Local School Council Relations.

Principals shall notify the Office of Local School Council Relations of refusals by Council members to file a Criminal Conviction Disclosure Form.

Principals shall maintain on file at their schools copies of the Councils' Criminal Conviction Disclosure Form for public inspection.

B. Ineligibility Due to Criminal Conviction

A person who has been convicted of any of the following offenses at any time shall be ineligible for election or appointment to a local school council:

Indecent Solicitation of a Child, Sexual Exploitation of a Child, Pandering, Keeping a Place of Juvenile Prostitution, Pimping, Juvenile Pimping, Exploitation of a Child, Child Pornography, Criminal Sexual Assault, Aggravated Criminal Sexual Assault, Predatory Criminal Sexual Assault of a Child, Criminal Sexual Abuse, and Aggravated Criminal Sexual Abuse.

A person who has been convicted of any of the following offenses within the 10 years prior to the date of nomination or appointment shall be ineligible for election or appointment to a local school council:

Controlled Substance Trafficking, Criminal Drug Conspiracy, and Street Gang Criminal Drug Conspiracy.

C. Declaration of Vacancy

The Chief Executive Officer or designee shall declare a vacancy on the Council for (a) failure to file a Criminal Conviction Disclosure Form, (b) filing a false or incomplete Criminal Conviction Disclosure Form, (c) failure to provide information required by the Illinois State Police in order to complete the background investigation, or (d) having been convicted of a crime for which a person is ineligible to serve on a local school council pursuant to this Board Rule and Section 34-2.1(f-5) of the Illinois School Code. Upon determination by the General Counsel that a Council member failed to file, or filed a false or incomplete Criminal Conviction Disclosure Form, has failed to provide information necessary for the completion of the background check, or has been convicted of a crime for which a person is ineligible to serve on a local school council pursuant to this Board Rule and Section 34-2.1(f-5) of the Illinois School Code, the Chief Executive Officer or designee shall notify the Council member by certified mail and the affected LSC by regular mail. If the Council member does not file a form or file an amended form within ten (10) days of receiving notice of the determination, the Chief Executive Officer or designee shall declare a vacancy on the Council.

1. Investigation of Ineligibility - The Law Department shall conduct an investigation of the facts relating to the LSC member's criminal history and the veracity of the LSC member's Criminal Conviction Disclosure Form. The General Counsel shall review the results of the investigation. If the results of the investigation indicate that the LSC member may be ineligible under this Board Rule, the General Counsel shall refer the matter for a hearing.

2. A hearing officer shall conduct a hearing on the LSC member's criminal history and the veracity of the LSC member's Criminal Conviction Disclosure Form and afford an opportunity to the challenged LSC member to personally present statements and evidence substantiating his/her eligibility to serve on the council. The General Counsel shall have authority to promulgate

rules, including, but not limited to, rules of procedure, procedural manuals and rules of evidence, to govern hearings under this Rule. The hearing officer shall make a recommended determination to the Chief Executive Officer or designee regarding eligibility as soon thereafter as possible.

3. Declaration of Vacancy - Any vacancy on the LSC caused by a disqualification pursuant to this Board Rule shall be declared by the Chief Executive Officer or designee in those cases where a finding of ineligibility is made.

Any vacancy that is declared by the Chief Executive Officer or designee shall be effective on the date that the determination is issued; however, the vacancy may be filled only after: (1) the concerned council member fails to request reconsideration within the time allowed; or (2) the concerned council member's request for reconsideration is denied.

4. Notice of Declaration of Vacancy - The Chief Executive Officer or designee shall forward the determination to the challenged LSC member in writing by regular and certified mail to the member's last known address and the affected LSC by regular mail.

D. Request for Reconsideration

1. Within thirty (30) days of a Declaration of Vacancy by the Chief Executive Officer or designee, the challenged LSC member may submit a request for reconsideration to the Chief Executive Officer or designee.

New evidence not readily available at the time that the vacancy was declared may be submitted.

2. The Chief Executive Officer or designee shall review the request for reconsideration. The decision of the Chief Executive Officer or designee shall be final and shall be forwarded to the challenged LSC member by certified and regular mail to the member's last known address, and the affected Local School Council by regular mail.

E. Appointment to Vacancy

If a challenged parent or community LSC member is found to be ineligible to serve on the elected Local School Council pursuant to this process and a vacancy is declared, the LSC shall proceed to fill the vacancy by appointment of a qualified person who meets the eligibility requirements. If a challenged teacher LSC member or non-teacher staff LSC member is determined to be ineligible to serve on the elected Local School Council and a vacancy is declared, the Board shall fill the vacancy by appointment of a qualified person who meets the applicable eligibility requirements after a non-binding advisory poll of school staff.

If a member of an appointed Local School Council or Board of Governors is determined to be ineligible to serve on the council or board and a vacancy is declared, the Board shall fill the vacancy by appointment in accordance with the Board's Policy on Governance of Alternative and Small Schools.

Sec. 6-31. Exercise of Certain of Powers of Local School Councils Lacking a Majority of Their Full Membership by the Chief Executive Officer.

Whenever the active membership of a local school council, for any reason, falls below a majority of its full membership and the local school council is, therefore, unable to satisfy the quorum requirement for taking official action set forth in section 34-2.2(c) of the Illinois School Code, the Chief Executive Officer or designee shall exercise the following powers of such council, set forth in section 34-2 of the Illinois School Code:

- (i) to approve the expenditure plan prepared by the principal with respect to all funds allocated and distributed to the attendance center;
- (ii) to transfer allocations within funds as allowed by section 34-2.3 of the Illinois School Code.

Sec. 6-32. Change of an Attendance Center's Local School Council Election Date. The Chief Executive Officer may recommend to the Board a change in the date of the next biennial local school council election for an attendance center from second semester report card pick-up day to first semester report card pick-up day. The Chief Executive Officer may recommend such a modification if changing the date would facilitate greater participation in the election, as either candidates or electors, by the parents and community residents who would be eligible to vote for and serve on a particular local school council on and after the new election date.

That determination may be based upon an imminent and significant change, increase or decrease in the populations of parents and/or community residents eligible to serve on, and who would be served by, a particular local school council. The circumstances which may be considered in determining the existence of such changes, increases or decreases may include, but shall not be limited to:

- 1. An imminent and significant change in the composition of the student population eligible to attend the attendance center;
- 2. An imminent and significant increase in the size of the student population eligible to attend the attendance center, such as occurs when existing schools are consolidated or a new school is opened, either in total or in stages;

3. An imminent and significant decrease in the size of the student population eligible to attend the attendance center;
4. An imminent and significant change in the attendance center's attendance boundaries or, where applicable, local school council voting boundaries, such as a significant expansion or contraction of the boundaries;
5. An imminent and significant expansion of the attendance center's attendance boundaries, or, where applicable, local school council voting boundaries, such as occurs when existing schools are consolidated;
6. An imminent and significant contraction of the attendance center's attendance boundaries, or, where applicable, local school council voting boundaries;
7. A change in the attendance center's grade structure or any other circumstance that would deny the parents or legal guardians of students eligible to attend the attendance center in the next Fall Term all opportunity to participate, as their candidates or electors, in any local school council election for the attendance center during the period of students' anticipated enrollment in the attendance center.

The Board may adopt the Chief Executive Officer's recommendation pursuant to its authority under Sections 5/34-2.1(n) and 5/34-18 of the Illinois School Code, respectively, to conduct fair and impartial local school council elections and to exercise general supervision and jurisdiction over the Chicago Public Schools. 105 ILCS 5/34-2.1(n); 5/34-18 (2000). If the Board adopts the Chief Executive Officer's recommendation, all subsequent local school council elections for the attendance center may be held on the same date every two years thereafter.

CHAPTER VII PROCUREMENT AND CONTRACT RULES

Sec. 7-1. Purchasing Limitations. No purchases, including purchases made using school internal accounts, shall be made except as provided in these Rules. No officer or employee not expressly authorized by these Rules shall make any purchase on behalf of the Board of Education or enter into any contract of purchase, verbal or written, for any apparatus, equipment, supplies, service, repairs, goods, wares or merchandise of any kind or description, or accept any of them on approval or otherwise. No officer or employee of the Board of Education shall during a fiscal year expend or contract to be expended any money, or incur any liability, or enter into any contract without an appropriation therefore, or in excess of: (a) the amount appropriated in the budget; (b) the amount authorized in a Board Report; (c) the amount authorized by an Officer pursuant to the exercise of their delegated authority; or, (d) the compensation amount stated in the contract. Any contract, verbal or written, made in violation of this section is void as to the Board of Education.

Sec. 7-2. Procurement Policy for Biddable and Non-Biddable Items; Requests for Information, Request for Proposals and/or Qualifications, and Bid Solicitations

a. Requests for information and public canvassing of solicitations of bids, requests for proposals and qualifications for contracts and purchases shall be authorized and managed by the Chief Purchasing Officer. All bid solicitations, which convert to binding contracts upon execution by the Board, shall be approved as to legal form by the General Counsel prior to the publication of such solicitation. All requests for qualification shall include language describing the basis and process for award of work to pre-qualified vendors. The Chief Purchasing Officer shall establish requirements regarding the publication of any and all requests for information, solicitations of bids, and requests for proposals and qualifications.

b. All purchases for Biddable Items and Non-biddable Items shall be awarded pursuant to a competitive process in accordance with the following procedures. Biddable Items are defined as those goods, services and transportation purchases and contracts required to be awarded through a competitively bid solicitation process pursuant to 105 ILCS 5/10-20.21. Non-biddable Items are defined as those purchases and contracts for goods or services for which there is an exception under 105 ILCS 5/10-20.21.

1. Level One: All purchases of Non-biddable Items between \$25,001 and \$75,000 shall be awarded pursuant to a procurement process whereby at least three (3) written price quotations are submitted to and evaluated by the Chief Purchasing Officer and awarded by the Chief Purchasing Officer to the most responsible and responsive proposer(s) with competitive pricing or any other form of competitive solicitation that is issued by the Chief Purchasing Officer in accordance with Federal, State or other agency purchasing guidelines. Good faith competitive solicitations that do not yield three (3) legitimate price quotations may be deemed to satisfy the procurement process requirements of this section at the discretion of the Chief Purchasing Officer;
2. Level Two: All purchases of Non-biddable Items between \$75,001 and \$250,000 must be approved by the Board and awarded pursuant to a procurement process whereby at least three (3) written proposals with price quotes are submitted to and evaluated by the Chief Purchasing Officer and are awarded to the most responsible and responsive proposer(s) with competitive pricing, or any other form of competitive solicitation that is issued by the Chief Purchasing Officer in accordance with Federal, State or other agency purchasing guidelines. Good faith competitive solicitations that do not yield three (3) legitimate price quotations may be deemed to satisfy the procurement process requirements of this section at the discretion of the Chief Purchasing Officer; and

3. Level Three: All purchases of Biddable Items between \$10,001 and \$75,000 must be approved by the Chief Purchasing Officer. All purchases of Biddable Items in excess of \$75,000 must be approved by the Board. All purchases of Biddable Items in excess of \$10,000 shall be awarded pursuant to a duly advertised bid solicitation issued by the Chief Purchasing Officer, in accordance with the precepts of formal sealed bids to the lowest, responsive, responsible bidder(s), considering conformity with specifications and terms of delivery, quality and serviceability. A good faith competitive solicitation in lieu of a bid for the purchase of Biddable Items between \$10,001 and \$25,000 may be deemed to satisfy the procurement process requirements of this section at the discretion of the Chief Purchasing Officer. All purchases of Non-biddable Items \$250,001 and above must be approved by the Board and awarded pursuant to a duly advertised request for proposals/qualifications issued by the Chief Purchasing Officer or any other form of competitive solicitation that is issued by the Chief Purchasing Officer in accordance with Federal, State or other agency purchasing guidelines.

Sec. 7-2.1. Expenditures of \$25,000 and Under Which are not Required to be Awarded Through a Competitive Bid Solicitation Process. Upon requisition duly signed or authorized by the Chief Executive Officer, the Chief Education Officer, the Chief Purchasing Officer, the Chief Financial Officer, the Chief Administrative Officer, the General Counsel, the Chiefs of Schools or any other officer designated by Board Resolution, as appropriate for their respective areas of responsibilities, expenditures for supplies, materials, non-personal services, personal and consulting services or other work which are not required to be awarded through the competitive bid solicitation process pursuant to Board Rule 7-2, up to \$25,000 may be made by purchase order charging appropriated funds.

Sec. 7-2.2. Regulated Education-Related Expenditures Which are not Subject to Section 7-2 Procurement Requirements. The procurement rules set out in Section 7-2 do not apply to: (a) selection of charter school providers and contract school providers which are subject to alternate procurement processes; (b) engagement of Illinois State Board of Education certified special education providers who are providing specialized services as mandated by the Individuals with Disabilities in Education Act; (c) payments of proportionate share federal education funds ~~for non-public schools for the~~ to purchase of goods and services for private school students under various Federal title programs; (d) engagement of vendor(s) required by the US Department of Education, the Illinois State Board of Education, or other federal, state or local governmental agency to provide services under a grant or educational service program administered by the governmental agency; or (e) other education-related expenditures subject to statutory or regulatory procurement procedures outside the scope of these rules. The applicability of Section 7-2.2 shall be determined by the Chief Purchasing Officer and the General Counsel. If applicability is determined, the Chief Purchasing Officer and the General Counsel shall also identify the method of purchase and contract requirements pertinent to the transaction. Any expenditure pursuant to Section 7-2.2 that exceeds \$25,000 requires Chief Executive Officer or Chief Education Officer approval and any expenditure that exceeds \$75,000 further requires Board approval.

Sec. 7-2.3. Non-Biddable Education-Related Expenditures and Engagements Which are not Subject to Section 7-2 Procurement Requirements. The procurement rules set out in Section 7-2 do not apply to: (a) payments of tuition to accredited institutions of higher education; or (b) engagements with organizations or institutions providing internship, practicum or other educational learning opportunities to students, including student stipend programs, or (c) payment of fees for membership in a professional association or organization providing educational programs and resources to support the professional capacity of Board employees, officers and members. The applicability of Section 7-2.3 shall be determined by the Chief Purchasing Officer and the General Counsel. Any expenditure pursuant to Section 7-2.3(a) does not require a contract. Any expenditure pursuant to 7-2.3(b) that exceeds \$25,000 requires a contract. Any expenditure pursuant to Section 7-2.3 that exceeds \$25,000 requires Chief Executive Officer or Chief Education Officer approval and any expenditure that exceeds \$75,000 further requires Board approval.

Sec. 7-2.4. Purchase of Non-Biddable and Biddable Items Through Federal, State, County, City and Sister City Agency Contracts Which are not Subject to Section 7-2 Procurement Requirements. The Chief Purchasing Officer is authorized to approve the purchase of Non-biddable and Biddable Items based on contracts between another governmental entity, including the City of Chicago the State of Illinois, the County of Cook, the Board's sister City agencies (the Chicago Park District, the Chicago Transit Authority, the Chicago Housing Authority and the City Colleges of Chicago), and a federal agency, and its vendors (the "Reference Contract"), subject to the following conditions:

1. The procurement process used to form the Reference Contract shall substantially comply with the competitive procurement requirements of these rules, and shall comply with all legal obligations applicable to the Board.
2. A separate contract between the Board and the governmental entity's vendor that includes all of the material terms in the Reference Contract shall be executed prior to any purchases. The contract entered into between the Board and the vendor may contain:
 - (i) pricing or compensation terms equivalent to, or more favorable to the Board than those contained in the Reference Contract;
 - (ii) a period of duration or term which may vary from the term of the Reference Contract;
 - (iii) such additional provisions as the Chief Purchasing Officer determines to be in the best interests of the Board; or

- (iv) such insertions to or deletions from the Reference Contract as are required by law or regulation applicable to the Board.
- 3. All purchases pursuant to Section 7-2.4 must be approved by the Chief Purchasing Officer and require a contract and those purchases over \$75,000 further require Board approval.
- 4. The contract between the Board and the governmental entity's vendor is subject to the review and approval of the General Counsel.

Sec. 7-2.5. Restricted Gift Purchases Which are not Subject to Section 7-2 Procurement Requirements. In accordance with 105 ILCS 5/16-1, if a donor makes a restricted grant, gift, donation or legacy the terms of which require the Board to purchase certain goods or services from a specific vendor, the procurement rules set out in Section 7-2 shall not apply to such purchases. In all such cases, any grant, gift, donation or legacy restrictions must be independently identified by the donor with no influence by District personnel. The applicability Section 7-2.5 shall be determined by the Chief Purchasing Officer and the General Counsel. If applicability is determined, the Chief Purchasing Officer and the General Counsel shall also identify the method of purchase and contract requirements pertinent to the transaction. Any expenditure that exceeds \$75,000 further requires Board approval.

Sec. 7-2.6 Purchases of Textbooks and Instructional Materials Which Are Not Subject to Section 7-2 Procurement Requirements. Purchases of textbooks and instructional materials are subject to the favored pricing obligations set out in 105 ILCS 5/28-1, et seq. and therefore the procurement rules set out in Section 7-2 shall not apply to such purchases. Suppliers of textbooks and instructional materials shall file a sworn statement annually with the Chief Purchasing Officer attesting that prices charged to Chicago Public Schools for textbooks and instructional materials are the lowest net prices for such materials as charged elsewhere in Illinois and in the United States. Suppliers charging higher prices in violation of their sworn statements are subject to penalties which include, but are not limited to, rebates for pricing overages. The Chief Education Officer may establish lists of recommended textbooks and instructional materials and provide guidelines for the selection and purchase of textbooks and instructional materials.

Sec. 7-2.7. Purchase of Non-Biddable and Biddable Items Through The Illinois School Purchasing Network or a Government Purchasing Cooperative Contracts are not Subject to Section 7-2 Procurement Requirements. The Chief Purchasing Officer is authorized to approve the purchase of Non-biddable and Biddable Items through contracts (a) authorized under the Illinois School Purchasing Network in accordance with Article 28A of the Illinois School Code, or (b) procured from another governmental agency and offered by or through a government purchasing cooperative in which the contracts were entered into in accordance with the purchasing laws and regulations of the procuring government entity. Any expenditure over \$75,000 further requires Board approval. For all such purchases, the Chief Purchasing Officer and the General Counsel shall also identify the method of purchase and contract requirements pertinent to the transaction. The contract between the Board and the Illinois School Purchasing Network, the government purchasing cooperative or their authorized vendor is subject to the review and approval of the General Counsel.

Sec. 7-2.8 7-2.7 Procurement Guidelines. The Chief Purchasing Officer is authorized to establish procurement guidelines to ensure the effective implementation of the procurement rules contained in this Chapter VII.

Sec. 7-3. Procedure for Bid Solicitations. Except as may otherwise be provided by the Board, when solicitations for Biddable Items are taken, as many bids shall be secured as practicable, basing the solicitation upon a list of prospective bidders that are qualified to provide supplies, materials, work or services. At least one public notice is to be made at least ten days before the bid due date in a newspaper published in the district and shall simultaneously be posted on a readily accessible bulletin board in the Office of the Chief Purchasing Officer. Each bidder receiving a copy of the solicitation must receive at least three days' notice of the time and place of the opening of all such bids. All bids must be sealed by the bidder and must be opened by the Chief Purchasing Officer or his/her designee at a public bid opening at which the contents of the bids must be announced.

If the stated bid opening day falls upon a holiday as established by the Rules of the Board, the time for receipt and opening of bids shall automatically be continued to the next following business day at the same hour.

Sec. 7-4. Posting of Bid Responses. Whenever the bids are opened and announced in accordance with Section 7.3, a copy of the aggregate bid prices by category proposed by each bidder shall be publically posted by the Office of the Chief Purchasing Officer not later than four days following the day on which bids are opened.

Sec. 7-5. Emergency Expenditures.

a. An emergency shall be determined when, in the judgment of the Chief Purchasing Officer: (i) it is necessary make repairs and alterations, and purchase equipment, services, or supplies (collectively "Emergency Purchases"); (ii) the Emergency Purchases are necessary as a result of circumstances which call for immediate action (the "Conditions Precedent"); and (iii) the Conditions Precedent are a result of fire, accident, threat to the health, safety, security of individuals or other conditions and such action is necessary to prevent material loss or damage to property, or bodily injury or loss of life of the occupants of the Board's buildings and third parties who may be present in its buildings or on its premises or to prevent interference with school sessions or to protect the health, safety, security or well being of students, staff, or third parties ("Emergency Condition(s)").

b. In order to obtain approval of an Emergency Expenditure, the following steps must be taken: (i) obtain the verbal or written approval of the Chief Executive Officer, Chief Education Officer, Chief Administrative Officer, Chief Operating Officer, or such other chief officer charged with authority over the Conditions Precedent; (ii) obtain the verbal or written approval of the Chief Purchasing Officer; (iii) after the work has been completed, the purchases have been made, or the services have been rendered to the satisfaction of the appropriate Department, complete a Request to Approve Emergency Expenditure on a form approved by the Chief Purchasing Officer (the "Emergency Request Form"); (iv) obtain the verification of the appropriate chief officer on the Emergency Request Form; and (v) have the Emergency Request Form signed by the Chief Purchasing Officer.

c. If an Emergency Condition occurs after business hours, on a weekend, on a holiday, or at any other time that the appropriate chief officer and the Chief Purchasing Officer cannot be contacted, each Portfolio Manager or such other appropriate chief officer of the Board, or their designee, has the authority to take the necessary action at his/her own discretion.

d. The foregoing authority is limited to the minimum expenditure of funds necessary to stabilize an Emergency Condition and protect person and property from further harm. After the Emergency Request Form has been completed, the Chief Purchasing Officer shall prepare a Board Report and obtain approval of the Emergency Expenditure by a ¾ vote of the Board.

Sec. 7-6. Deposits, Bid Bonds, Performance and Payment Bonds.

a. When a bid deposit shall be required, whether by law or at the discretion of the Chief Purchasing Officer, it shall be so stated in the solicitation of bids, and the deposit shall be in a reasonable amount but not in excess of 5% of the total bid amount proposed. The bid deposit, when required, may be in the form of a money order, certified check drawn upon a banking institution in good standing and made payable to the order of the Board, a specific bond, or a letter of credit. In lieu of submitting the bid deposit as herein above provided, a bidder may file with the Board an annual bid bond, the amount of which shall be determined by the Chief Purchasing Officer; provided, however, an annual bid bond shall not be accepted on bids for construction work, alterations, repairs to buildings and grounds, and student transportation matters. Such annual bid bond shall in no case be less than \$10,000, and shall cover all bids submitted by such bidder during the period of the bond. All bid bonds shall be signed by a responsible surety company licensed to do business in the State of Illinois.

b. All bid deposits accompanying a bid solicitation, except that of the successful bidder, shall be refunded or returned after the successful bidder has been determined and a contract has been awarded by the Board. The bid deposit of the successful bidder shall be returned after the full execution of the contract and the tendering of any payment and/or performance bond required under the contract. In case of a failure or refusal on the part of the selected bidder to execute a contract and tender a payment and/or performance bond, if required, within a reasonable period of time as determined by the Chief Purchasing Officer, the deposit of the selected bidder so failing or refusing may be forfeited and retained by the Board as liquidated damages and not as a penalty or, when a bid bond has been furnished in lieu of a deposit, the Board may take action on the bond.

c. A payment and performance bond shall be required for all building construction and building and grounds repair work, and student transportation matters. A payment and performance bond may also be required on any other purchases or contracts when specified by the Chief Purchasing Officer. When a payment and performance bond is required, it shall be stated in the solicitation of bids and requests for proposals and/or qualifications and the bonds required shall be in an amount sufficient to insure the fulfillment of the contract of the successful bidder/proposer. Such bonds shall be signed by a responsible surety company licensed to do business in the State of Illinois.

Sec. 7-7. Rejection of Bids/Proposals. The Board or the Chief Purchasing Officer shall have the right to reject any or all bids or proposals.

Sec. 7-8. Expenditures - Pre-Qualified Vendors. The Chief Purchasing Officer shall submit a report to the Board each quarter of all expenditures made to pre-qualified vendors. The report shall include a list of: i) all expenditures made to each individual pre-qualified vendor; ii) the total expenditures made to all pre-qualified vendors in the applicable pool; and, iii) the balance remaining of the aggregate amount authorized for each applicable pre-qualified pool of vendors.

Sec. 7-9. Strategic Sourcing. The Chief Purchasing Officer or his/her designee shall prepare and circulate to local schools a list of pre-qualified vendors ('strategic sourcing vendors') offering volume discounts of commodities such as instructional materials, equipment, supplies, and various services. Schools shall be required to use strategic sourcing vendors for all purchases over \$10,000 in accordance with the Board's Strategic Sourcing Policy. Schools requesting to use a vendor other than a strategic sourcing vendor for purchases over \$10,000 must obtain prior written approval from the Chief Purchasing Officer and comply with applicable competitive basis procedures. All such purchases of commodities and services that are subject to the Board's Strategic Sourcing Policy shall be made only pursuant to a purchase order approved by the Chief Purchasing Officer.

Sec. 7-10. Sole Sourcing.

a. Sole Sourcing of Non-Biddable Items. Sole source procurements and contracts are defined as those that have not been competitively procured. Sole source procurements are discouraged and any office, department, program, unit, or school requesting sole sourcing should carefully consider all available resources before requesting a sole source award. Sole source procurements are improper if

only for administrative convenience. The Chief Purchasing Officer is authorized to approve sole source procurements up to \$75,000. All sole source procurements over \$75,000 must be approved by the Chief Purchasing Officer and the Board. In determining whether to approve a sole source procurement of Non-biddable Items, the following criteria shall be considered:

1. The specific problem, requirement, or need that the procurement or contract is intended to address that makes sole sourcing necessary. This should include an explanation as to how the services or goods and merchandise are critical or essential to the Board's responsibilities or operations.
2. The availability of resources to perform the services or provide the goods and merchandise efficiently and cost effectively.
3. The unique qualifications, abilities or expertise of the contractor or supplier to meet the Board's needs and/or the unique nature of the services and/or goods and merchandise.
4. Whether the particular contractor or supplier was named in a grant and is essential to fulfilling the Board's obligations under the grant.
5. Any other special circumstances that may be relevant such as copyright restrictions, or where the proposed contractor or supplier is the only source available in the geographical area.
6. The basis for the determination that the costs, fees, or rates negotiated are fair and reasonable given the absence of a competitive basis award. The explanation may make a comparison with comparable contracts, use the results of a market survey, or employ some other appropriate means to make such a determination.

b. Sole sourcing of Biddable Items is not permitted.

Sec. 7-11. Contract Ineligibility. No person or business entity shall be awarded a contract if that person or business entity: (i) has been convicted of bribery or attempting to bribe a public officer or employee of the Board of Education of the City of Chicago, the State of Illinois, or any other public entity, in that officer or employee's official capacity; (ii) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (iii) has made an admission of guilt of such conduct described above which is a matter of record but has not been prosecuted for such conduct. Ineligibility under this section shall continue for three years following such conviction or admission.

For purposes of this Section 7-11, no person or business entity shall be eligible to be awarded a contract if such person has engaged in: (i) Bid Stringing (as defined in 720 ILCS 5/33 E-2 (i-5)), which also includes any knowing attempt to divide or plan procurements to avoid the use of competitive procedures; (ii) Bid Rigging (as defined in 720 ILCS 5/33 E-3); or (iii) Bid Rotating (as defined in 720 ILCS 5/33 E-4). For purposes of this section, where an official, agent or employee of a business entity has committed such conduct described above on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. Bid Stringing, Bid Rigging and Bid Rotating are prohibited.

Sec. 7-12. Prohibition Against Stringing. "Stringing" is dividing or planning any procurement program, activity, transaction, invoice, purchase order or agreement involving the Board or any of its operational elements (including offices, departments, bureaus, programs, units and schools) to avoid either: (a) any of the competitive procurement processes set forth in Board Rule 7-2; or (b) any of the limitations on delegated authority set forth in Board Rule 7-15 or 105 ILCS 5/34-8.1. Stringing is prohibited.

Sec. 7-13. Written Contracts and Purchase Orders Required.

a. Except as otherwise provided in these Rules, all expenditures for Biddable Items exceeding \$10,000 which must be awarded through the competitive bid solicitation process pursuant to Board Rule 7-2, and expenditures for Non-biddable Items exceeding \$25,000 which are not required to be awarded through the competitive solicitation process pursuant to Board Rule 7-2, either individually or collectively for consecutive purchases from the same vendor/service provider of the same item or service by the same authorized officer, and all other transactional matters requiring contracts, leases, licenses or intergovernmental agreements shall be evidenced by a written document approved as to legal form by the General Counsel and signed by the Board, the Chief Purchasing Officer or other officers as specified in Section 7-14 or 7-15 of these Rules, as applicable, and the other party.

No goods or materials, apparatus, equipment, supplies, wares or merchandise may be received, nor may services, repairs, or work commence nor leaseholds be created, nor may payments be made regarding any of the foregoing prior to execution of a written document for same in accordance with Board Rule 7-14 or 7-15, as applicable.

b. Except as otherwise provided in these Rules, all purchases for any Dollar amount require a Purchase Order obtained consistent with these Rules and applicable law. The Purchase Order must be issued prior to order or receipt of goods or services.

Sec. 7-14. President and Secretary to Execute Contracts and Leases. Except as otherwise provided in these Rules, the President and Secretary of the Board of Education shall sign and execute all contracts duly authorized by order, resolution, or direction of the Board of Education and shall sign and execute leases of school property or property required for school purposes duly authorized by order, resolution, or direction of the Board of Education, and which have been approved as to legal form by the General Counsel. The President, with the approval of the Board, may designate one or more persons who shall have proxy authority to affix the signature of the President to such contracts or leases. In the absence of the Secretary, the Assistant Secretary shall sign such contracts or leases. The Board may, at its discretion, authorize and designate a signatory for leases and contracts under certain specified dollar amounts and for ancillary documents that serve to administer or effectuate a contract or lease. In the event the President abstains from a contract or lease matter, the Board-approved contract or lease may be executed by the Vice President. In the case of abstention by the President and the absence, disability or abstention of the Vice President, the Board-approved contract or lease may be executed by any member of the Board. When so signed, executed, and approved, such contracts and leases shall be deemed to be duly executed by the Board of Education.

Sec. 7-15. Delegation of Authority to Act. In addition to the foregoing, the Board hereby delegates the following specific authority to the following Officers or their respective designees with respect to making and executing certain agreements, which authority may be exercised without prior Board action or approval. This authority includes the authority to approve payments and ratify agreements within the scope of the authority delegated in this section. All authority exercised by the Officers pursuant to this Rule shall be reported to the Board on a monthly basis.

a. The Chief Executive Officer has the authority to authorize and execute the following:

1. Any and all intergovernmental agreements and other miscellaneous types of agreements that have no financial impact on the Board, subject to approval as to legal form by the General Counsel.
2. Education-related agreements enumerated in Board Rule 7-2.2 and 7-2.3 up to \$75,000 per provider/institution, subject to approval as to legal form by the General Counsel.

b. The Chief Operating Officer has the authority to authorize and execute the following:

1. Any and all real property leases/licenses where the Board is the landlord/licensor, with a term of less than ten (10) years, regardless of the dollar amount, subject to approval as to legal form by the General Counsel (except for leases/licenses at 125 S. Clark Street, Chicago, Illinois and for leases/licenses with Charter Schools, which require prior Board approval), provided however that the Chief Operating Officer may authorize and execute such leases/licenses with no further approval from the General Counsel when using the form agreement established by the Law Department with no modifications thereto other than to include business terms. Further, the Chief Operating Officer has the authority to authorize and execute all real property leases/licenses (including those with indemnification provisions) where the Board is the tenant/licensee, the term is less than ten (10) years, and the dollar amount for the term of the lease/license is \$75,000 or under, subject to approval as to legal form by the General Counsel. Further, the Chief Operating Officer has the authority to authorize and execute any and all agreements and documents to grant the Board access or right of entry to property including those with indemnification provisions.
2. All Change Orders related to construction. "Change Order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion. The Chief Operating Officer shall establish construction change order procedures for the submission and approval of Change Orders. The Chief Operating Officer shall report all Change Orders to the Board on a monthly basis. The monthly report shall include a brief description of the change, the original contract amount, the net change by previous Change Orders in dollar amount and by percentage, the total contract amount prior to the current Change Order being submitted; the net increase/decrease in contract amount with the current Change Order in dollar amount and by percentage, and the revised contract amount. All Change Orders must be in compliance with the Public Works Contract Act (50 ILCS 525).
3. Agreements or documents for the sale, disposition, transfer, donation or auctioning of Board assets, subject to approval as to legal form by the General Counsel, and provided that the compensation to be paid to a third party for these services shall be payable or deductible from the proceeds. The Chief Operating Officer shall also have the authority to approve the transfer of school assets to other schools (including charter schools). Board assets mean those goods which are tangible, non-real estate properties. The sale, disposition, transfer, donation and auctioning of Board assets with an original purchase price or fair market value of \$5,000 or more that were purchased with funds from the State Board of Education shall be subject to the approval of Corporate Accounting. The Chief Operating Officer shall report to the Board on an annual basis all assets sold, transferred, donated, or otherwise disposed under the delegation of authority herein.

c. The Chief Education Officer has the authority to authorize and execute the following:

1. Education-related agreements enumerated in Board Rule 7-2.2 and 7-2.3 up to \$75,000 per provider/institution, subject to approval as to legal form by the General Counsel.

2. No-fee education-related agreements including internship agreements, programmatic agreements and data sharing agreements, subject to approval as to legal form by the General Counsel.

Effective June 1, 2012, all references to the Chief Education Officer in any Board Rule, Policy or contract are interchangeable with, and shall constitute a reference to, the Chief Instruction Officer.

d. The Chief Financial Officer has the authority to: i) accept any and all grants, donations and gifts of any dollar amount; and ii) refund any unspent dollars from grants, donations or gifts. The Chief Financial Officer has the authority to execute any and all grant, donation or gift acceptance agreements and amendments related thereto required by any such grantor, donor or giftor, including agreements with obligations to cost-share using district funds or to indemnify the grantor, donor or giftor, ~~provided~~ However, ~~that~~ any grant, donation or gift acceptance agreements and amendments related thereto with a total value of \$250,000 or more ~~of both external funding and internal funding~~, shall be subject to approval as to legal form by the General Counsel and ~~any such agreements that impose any additional financial obligation on the Board in excess of \$250,000 shall be approved by the Board.~~ The Chief Financial Officer together with the head of the department receiving the grant have the authority to provide such additional information, assurances and certifications as are necessary in connection with such grant. For all grants, gifts and donations and refunds of same, the Chief Financial Officer shall report to the Board on a monthly basis all grants, gifts and donations received ~~or made~~ in excess of \$50,000, all related cost-sharing obligations contained in such grants, gifts or donations in excess of \$50,000, and all refunds of unspent grants, gifts or donations in excess of \$5,000. Expenditure of grant funds are subject to the procurement rules in this Chapter VII.

e. The Chief Purchasing Officer has the authority to:

1. Approve purchases up to \$75,000 and to authorize and execute any and all of the purchasing documents enumerated below, subject to approval as to legal form by the General Counsel, when such purchases are made in accordance with the Board Rules set forth in Chapter VII; provided however that the Chief Purchasing Officer may authorize and execute such purchasing documents with no further approval from the General Counsel when using the form agreement established by the Law Department with no modifications thereto other than to include business terms. If modifications are made to the form agreement, then approval of the General Counsel as to legal form is required.
 - i. Agreements for Biddable Items and Non-biddable Items that do not exceed \$75,000;
 - ii. Options to renew and/or mutually-agreed-to extensions of agreements for Biddable Items and Non-biddable Items that do not exceed \$75,000; and
 - iii. Amendments to Contracts for Biddable Items and Non-biddable Items initially costing \$75,000 and under, which amendments do not increase the total obligation to more than \$75,000 or materially diminish the obligations of the vendor.
2. Approve payments and ratify agreements for the purchase of Non-biddable items up to \$75,000 and for the purchase of biddable items between \$10,001 and \$25,000 when such purchases are not made in accordance with the Board Rules set forth in this Chapter VII.
3. Approve the amendments enumerated below to Contracts for Biddable Items and Non-biddable Items that exceed \$75,000, subject to approval as to legal form by the General Counsel, when such amendments do not increase the Board-approved maximum expenditure amount or materially diminish the obligations of the vendor.
 - i. Amendments to effectuate a reduction in unit price negotiated by the Chief Purchasing Officer;
 - ii. Amendments to effectuate an assignment and assumption of a Board Contract to another corporate entity due to the corporate reorganization of a Board vendor;
 - iii. Amendments to effectuate a corporate name change of a Board vendor;
 - iv. Amendments to effectuate a contract extension; and
 - v. Amendments to effectuate administrative corrections or clarifications.

Effective March 5, 2012, all references to the Chief Purchasing Officer in any Board Rule, Policy or contract are interchangeable with, and shall constitute a reference to, the Chief Procurement Officer.

f. The General Counsel has the authority to appoint outside counsel, retain experts and to take all actions required to fulfill the duties and obligations imposed upon the General Counsel in Chapter III of these Rules, subject to appropriation. The General Counsel also has the authority to authorize and execute any and all agreements and documents regarding the following:

1. access and right of entry to property which may include indemnification;
2. indemnification related to agreements for the purchase, sale, use, occupancy, license or lease of real estate;
3. zoning, taxes and other governmental petitions and requests;

4. indemnification related to shrink-wrap and click-wrap agreements;
 5. agreements with a nominal value of less than \$5,000 granting nonexclusive rights to use Board intellectual property and other agreements related to the grant of intellectual rights and permissions, including any indemnification of third parties associated with said agreements; and,
 6. other legal matters having no direct financial impact on the Board.
- g. The Communications Officer has the authority to execute access agreements to film in Board facilities and CPS schools subject to approval as to legal form by the General Counsel.
- h. The Chief Administrative Officer or designee has the authority to execute no-fee agreements regarding non-disclosure, confidentiality and network access with no further approval from the General Counsel when using an agreement approved by the Law Department.

President Vitale indicated that if there were no objections, Board Reports 12-1219-RS2 through 12-1219-RS8, 12-1219-PO1, and 12-1219-RU1 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-1219-RS2 through 12-1219-RS8, 12-1219-PO1, and 12-1219-RU1 adopted.

12-1219-CO1

**COMMUNICATION RE: LOCATION OF
BOARD MEETING OF JANUARY 23, 2013**

**David J. Vitale President, and
Members of the Board of Education
Dr. Henry S. Bienen
Dr. Mahalia A. Hines
Penny Pritzker
Jesse H. Ruiz
Rodrigo A. Sierra
Andrea L. Zopp**

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, January 23, 2013 will be held at:

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

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

Please note there is a new process for Public Participation registration. Visit www.cpsboe.org for more information. Public Participation Guidelines are available for the January 23rd Board Meeting.

For the January 23, 2013 Board Meeting, advance registration will open on January 14th at 8:00 a.m. and end on January 18th at 5:00 p.m. You can advance register during the registration period by the following methods:

Online: www.cpsboe.org
Phone: (773) 553-1600
In Person: 125 South Clark Street, 6th Floor

As of January, 2013, only advance registration will be available for Public Participation.

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

12-1219-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 November . All transfers are budget neutral. A brief explanation of each transfer is provided below:

1. Transfer for Academic Learning & Support - City Wide

Rationale: Need money for Labor Ready Men to organize and all Summer Bridge Materials at Warehouse.

Transfer From:	Unit	Academic Learning & Support - City Wide	11390
	Fund	General Education Fund	115
	Account	Commodities - Supplies	53405
	Program	Summer Bridge	160005
	Grant	Default Value	000000

Transfer to:	Unit	Academic Learning & Support - City Wide	11390
	Fund	General Education Fund	115
	Account	Services - Professional & Technical	54125
	Program	Summer Bridge	160005
	Grant	Default Value	000000

Amount: \$1,000.00

2. Transfer from Department of JROTC to Wendell Phillips Academy

Rationale: Transfer needed to support cadet transportation to events.

Transfer From:	Unit	Department of JROTC	05261
	Fund	General Education Fund	115
	Account	Commodities - Supplies	53405
	Program	R O T C-Hs	113119
	Grant	Default Value	000000

Transfer to:	Unit	Wendell Phillips Academy	46261
	Fund	General Education Fund	115
	Account	Pupil Transportation	54210
	Program	R O T C-Hs	113119
	Grant	Other Gen Ed Funded Programs	000901

Amount: \$1,000.00

3. Transfer from Early College and Career - City Wide to Edwin G Foreman High School

Rationale: This is to support the Parent Worker benefits at Foreman High School.

Transfer From:	Unit	Early College and Career - City Wide	13727
	Fund	NCLB Title V Fund	336
	Account	Miscellaneous Charges	57940
	Program	Small Learning Communities	221033
	Grant	Fie Smaller Learning Communities	543517

Transfer to:	Unit	Edwin G Foreman High School	46131
	Fund	NCLB Title V Fund	336
	Account	Benefits Pointer	51330
	Program	General Salary S Bkt	290001
	Grant	Fie Smaller Learning Communities	543517

Amount: \$1,000.00

4. Transfer from Literacy to Education General - City Wide

Rationale:	Per Cynthia Green and Terry Walter, remove funds for Service Learning program.		
Transfer From:	Unit	Literacy	13700
	Fund	General Education Fund	115
	Account	Pupil Transportation	54210
	Program	Service Learning	390003
	Grant	Default Value	000000
Transfer to:	Unit	Education General - City Wide	12670
	Fund	General Education Fund	115
	Account	Miscellaneous Charges	57940
	Program	Chapter 1-Conting For Expan	600004
	Grant	Default Value	000000
Amount:	\$1,000.00		

5. Transfer from Department of JROTC to Wendell Phillips Academy

Rationale:	Transfer needed to support the purchase of drill rifles for JROTC.		
Transfer From:	Unit	Department of JROTC	05261
	Fund	General Education Fund	115
	Account	Commodities - Supplies	53405
	Program	R O T C-Hs	113119
	Grant	Default Value	000000
Transfer to:	Unit	Wendell Phillips Academy	46261
	Fund	General Education Fund	115
	Account	Commodities - Supplies	53405
	Program	R O T C-Hs	113119
	Grant	Other Gen Ed Funded Programs	000901
Amount:	\$1,000.00		

492. Transfer for Facility Opers & Maint - City Wide

Rationale:	Clear negative.		
Transfer From:	Unit	Facility Opers & Maint - City Wide	11880
	Fund	Public Building Commission O & M	230
	Account	Benefits Pointer	51330
	Program	General Salary S Bkt	290001
	Grant	Default Value	000000
Transfer to:	Unit	Facility Opers & Maint - City Wide	11880
	Fund	Public Building Commission O & M	230
	Account	Miscellaneous Charges	57940
	Program	Misc General Charges	290003
	Grant	Default Value	000000
Amount:	\$1,904,202.84		

493. Transfer from Capital/Operations - City Wide to William J Onahan School

Rationale:	Funds Transfer From Award# 2010-479-00-02 To Project# 2011-24761-ANX ; Change Reason : NA.		
Transfer From:	Unit	Capital/Operations - City Wide	12150
	Fund	QSCB - CIP Series 2010C	479
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago Expansion	253534
	Grant	Qualified School Construction Bond (Qscb)	620000
Transfer to:	Unit	William J Onahan School	24761
	Fund	QSCB - CIP Series 2010C	479
	Account	Capitalized Construction	56310
	Program	Annex	253518
	Grant	Qualified School Construction Bond (Qscb)	620000
Amount:	\$2,053,637.74		

494. Transfer from Facility Opers & Maint - City Wide to Consolidated Pointer Line Unit

Rationale: Clear negative and provide funds for Lead Custodians.

Transfer From:	Unit	Facility Opers & Maint - City Wide	11880
	Fund	Public Building Commission O & M	230
	Account	Regular Position Pointer	51300
	Program	General Salary S Bkt	290001
	Grant	Default Value	000000
Transfer to:	Unit	Consolidated Pointer Line Unit	12690
	Fund	Public Building Commission O & M	230
	Account	Regular Position Pointer	51300
	Program	General Salary S Bkt	290001
	Grant	Default Value	000000
Amount:		\$2,200,000.00	

495. Transfer from Capital/Operations - City Wide to James B Farnsworth School

Rationale: Funds Transfer From Award# 2010-481-00-02 To Project# 2010-23161-NAB ; Change Reason : NA.

Transfer From:	Unit	Capital/Operations - City Wide	12150
	Fund	BABS - CIP Series 2010D	481
	Account	Capitalized Construction	56310
	Program	American Disabilities Act/Ada	253530
	Grant	Build America Bonds (Babs)	610000
Transfer to:	Unit	James B Farnsworth School	23161
	Fund	BABS - CIP Series 2010D	481
	Account	Capitalized Construction	56310
	Program	Environment	253522
	Grant	Build America Bonds (Babs)	610000
Amount:		\$4,919,235.00	

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

12-1219-EX2

APPROVE THE 2012-2014 CONTINUOUS IMPROVEMENT WORK PLANS AND RELATED BUDGETS FOR SCHOOLS ON PROBATION AND FOR SCHOOLS WITH SCHOOL IMPROVEMENT STATUS

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the 2012-2014 Continuous Improvement Work Plans (CIWP) and related budgets for Fiscal Year 2013 for schools on probation and for schools with state or federal school improvement status.

DESCRIPTION: The Chief Executive Officer is requesting approval of the CIWPs for correcting academic deficiencies for the 500 schools noted on the attached Exhibit A as required by ISBE. These schools are on probation and/or are in school improvement status for the 2012-2013 school year. Exhibit A excludes schools that closed at the end of the 2011-2012 school year.

The CIWPs were developed pursuant to Sections 5/2-3.25d and 5/34-2.4 of the Illinois School Code. Board approval of school improvement plans is required for schools placed on probation pursuant to Section 5/34-8.3 and schools designated by the Illinois State Board of Education (ISBE) as being in school improvement status pursuant to Section 5/2-3.25d. These plans include specific steps that the Local School Councils and school staff must take to correct deficiencies and specific objective criteria by which the schools' subsequent progress shall be judged.

Individual CIWPs and budgets were developed collaboratively at each school with the assistance of the Network Chiefs of Schools, the Office of Portfolio, the Academy of Urban School Leadership (AUSL), the Office of Management and Budget, Local School Councils, parent and community representatives and school personnel. Each school's CIWP includes specific priorities and strategies, and each school's budget includes specific expenditures, identified for correcting educational and operational deficiencies that resulted in the school being placed on probation or in school improvement status. As applicable, a Parent Compact and attendance plan were appended to the CIWPs.

Once submitted to the Network Chief of Schools Offices, Office of Portfolio, or AUSL, CIWPs were reviewed to ensure that: areas in need of improvement were addressed, the stated targets and activities were consistent with trend analyses and analysis of current conditions, instruction was the focus, and plans were supported by schools' discretionary school improvement (state and federal) funds.

Monitoring of and support for these CIWPs will be the responsibility of the Network Chief of Schools Offices, Office of Portfolio, or AUSI with the assistance of the Office of Accountability and the Office of Network Support. The Network Chief of Schools is authorized to modify a probation school's CWP as necessary to correct deficiencies throughout the school year.

Copies of CIWPs will be available at each school, at each Network Office, and online at www.cps.edu.

FINANCIAL: Within budgetary appropriations.

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
15016299025009C	Ace Technical Charter High School		Restructuring Implementation	Academic Watch Status Year 3
150162990252051	Addams Elem School		Restructuring Implementation	Academic Watch Status Year 3
150162990252054	Aldridge Elem School	Probation	Corrective Action	Academic Watch Status Year 1
150162990252055	Altgeld Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
15016299025227C	Amandla Elem Charter Sch		Choice	Academic Early Warning Year 1
150162990252912	Ames Middle School		Restructuring Implementation	Academic Watch Status Year 10
150162990250001	Amundsen High School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252895	Ariel Elem Community Academy	Probation	Choice	Academic Early Warning Year 1
150162990252058	Armour Elem School		Restructuring Implementation	Academic Watch Status Year 10
150162990252059	Armstrong G Elem Int'l Studies		Restructuring Implementation	Academic Watch Status Year 5
150162990252188	Armstrong L Elem Math & Sci	Probation	Restructuring Implementation	Academic Watch Status Year 3
150162990252922	Ashburn Community Elem School		Corrective Action	Academic Watch Status Year 1
150162990252437	Ashe Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
15016299025008C	Aspira Charter High School		Restructuring Implementation	Academic Watch Status Year 4
150162990252061	Attucks Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990250839	Austin Bus & Entrepreneurship HS	Probation	Corrective Action	Academic Watch Status Year 1
150162990250840	Austin Polytechnical Academy HS	Probation	Choice SES	Academic Early Warning Year 2
150162990252063	Avalon Park Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252966	Azuela Elementary School			Academic Early Warning Year 1
150162990252065	Banneker Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252066	Barnard Elem Comp Math & Sci Ctr	Probation	Corrective Action	Academic Watch Status Year 1
150162990252067	Barry Elem School		Restructuring Implementation	Academic Watch Status Year 4
150162990252068	Barton Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252069	Bass Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252070	Bateman Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252078	Beaubien Elem School			Academic Watch Status Year 1
150162990252079	Beethoven Elem School	Probation	Choice SES	Academic Early Warning Year 2
150162990252080	Beidler Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252081	Belding Elem School		Choice	Academic Early Warning Year 1
150162990252923	Belmont-Cragin Elem School	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990252083	Bennett Elem School	Probation	Choice SES	Academic Early Warning Year 2
150162990252084	Bethune Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252086	Black Magnet Elem School	Probation		
150162990250003	Bogan High School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252088	Bond Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252771	Bontemps Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 6
150162990252089	Boone Elem School		Restructuring Implementation	Academic Watch Status Year 6
150162990252100	Bouchet Elem Math & Science Acad	Probation	Restructuring Implementation	Academic Watch Status Year 10

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990250824	Bowen High School	Probation	Restructuring Implementation	Academic Watch Status Year 3
150162990252090	Bradwell Comm Arts & Sci Elem Sch	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252093	Brennemann Elem School		Corrective Action	Academic Watch Status Year 1
150162990252094	Brentano Elem Math & Science Acad	Probation	Choice SES	Academic Early Warning Year 2
150162990252095	Bridge Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252096	Bright Elem School	Probation	Choice SES	Academic Early Warning Year 2
150162990252870	Brighton Park Elem School		Restructuring Implementation	Academic Watch Status Year 7
15016299025222C	Bronzeville Lighthouse Elem Chrtr		Restructuring Planning	Academic Watch Status Year 2
150162990250834	Bronzeville Scholastic HS	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990250788	Brooks College Prep Academy HS		Choice SES	Academic Early Warning Year 2
150162990252367	Brown R Elem Community Acad		Corrective Action	Academic Watch Status Year 1
150162990252097	Brown W Elem School	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990252098	Brownell Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252110	Brunson Math & Sci Specialty Elem	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252102	Burbank Elem School		Restructuring Implementation	Academic Watch Status Year 9
150162990252103	Burke Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 8
150162990252107	Burnside Elem Scholastic Academy		Restructuring Planning	Academic Watch Status Year 2
150162990252109	Burroughs Elem School		Choice SES	Academic Early Warning Year 2
150162990252113	Caldwell Elem Acad of Math & Sci	Probation	Corrective Action	Academic Watch Status Year 1
150162990252934	Calmeca Acad Elem School	Probation	Choice	Academic Early Warning Year 1
150162990252118	Cameron Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252963	Camras Elementary School			Academic Early Warning Year 1
150162990252845	Canter Middle School	Probation	Corrective Action	Academic Watch Status Year 6
150162990252119	Canty Elem School			Academic Watch Status Year 1
150162990252783	Cardenas Elem School		Restructuring Implementation	Academic Watch Status Year 8
150162990252120	Carnegie Elem School	Probation	Choice	Academic Early Warning Year 1
150162990252122	Carroll Elem School		Restructuring Implementation	Academic Watch Status Year 4
150162990252876	Carson Elem School		Restructuring Implementation	Academic Watch Status Year 3
150162990252123	Carter Elem School	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990250006	Carver Military Academy HS		Restructuring Implementation	Academic Watch Status Year 2
150162990252372	Carver Primary School	Probation	Corrective Action	Academic Watch Status Year 1
150162990252862	Casals Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252106	Castellanos Elem School		Restructuring Implementation	Academic Watch Status Year 9
15016299025228C	Catalyst Circle Rock Elem School		Choice SES	Academic Early Warning Year 2
15016299025223C	Catalyst Elem Charter School		Restructuring Planning	Academic Watch Status Year 2
150162990252127	Cather Elem School		Restructuring Implementation	Academic Watch Status Year 2
150162990252128	Chalmers Elem Specialty School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252130	Chase Elem School		Restructuring Implementation	Academic Watch Status Year 7

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990252886	Chavez Elem Multicultural Acad Ct		Restructuring Implementation	Academic Watch Status Year 9
150162990250820	Chicago Academy High School		Restructuring Implementation	Academic Watch Status Year 3
150162990250772	Chicago HS for Agricult Sciences			Academic Watch Status Year 3
15016299025201C	Chicago International Charter		Restructuring Implementation	Academic Watch Status Year 9
15016299025217C	Chicago Math & Sci Elem Charter		Corrective Action	Academic Watch Status Year 1
150162990250795	Chicago Military Academy HS	Probation	Restructuring Implementation	Academic Watch Status Year 7
15016299025225C	Chicago Virtual Elem Charter Schl			Academic Early Warning Year 2
150162990250816	Chicago Voc Achievement Acad HS		Choice SES	Academic Early Warning Year 2
150162990250526	Chicago Vocational Career Acad HS	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252904	Christopher Elem School		Restructuring Implementation	Academic Watch Status Year 9
150162990252936	Claremont Academy Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 5
150162990252700	Clark G R Elem School		Choice	Academic Early Warning Year 1
150162990250827	Clark Acad Prep Magnet High Schl	Probation	Restructuring Planning	Academic Watch Status Year 5
150162990252132	Clay Elem School	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990250545	Clemente Community Academy HS	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252133	Cleveland Elem School		Choice	Academic Early Warning Year 1
150162990252134	Clinton Elem School		Restructuring Implementation	Academic Watch Status Year 6
150162990252135	Clissold Elem School			Academic Early Warning Year 1
150162990252918	Colemon J Elem Academy		Choice SES	Academic Early Warning Year 2
150162990252136	Coles Elem Language Academy		Corrective Action	Academic Watch Status Year 10
150162990250841	Collins Academy High School	Probation	Choice SES	Academic Early Warning Year 2
150162990252919	Columbia Explorers Elem Academy		Restructuring Implementation	Academic Watch Status Year 3
150162990250846	Community Services West High Sch	Probation		Academic Watch Status Year 1
150162990252139	Cook Elem School		Restructuring Implementation	Academic Watch Status Year 10
150162990252142	Cooper Elem Dual Language Academy		Restructuring Planning	Academic Watch Status Year 2
150162990252145	Corkery Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990250543	Corliss High School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990250008	Crane Technical Prep High School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252147	Crown Elem Comm Acd Fine Arts Ctr	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252617	Cuffe Math-Sci Tech Elem Academy		Choice	Academic Early Warning Year 1
150162990252637	Cullen Elem School	Probation	Choice	Academic Early Warning Year 1
150162990250617	Curie Metropolitan High School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252799	Curtis Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252837	Daley Elem Academy		Restructuring Planning	Academic Watch Status Year 2
150162990252148	Darwin Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 6
150162990252149	Davis N Elem School		Restructuring Implementation	Academic Watch Status Year 10
150162990252954	Davis, M Magnet Elem School		Choice SES	Academic Watch Status Year 1
150162990252150	Dawes Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 5

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990252825	De Diego Elem Community Academy	Probation	Restructuring Implementation	Academic Watch Status Year 7
150162990252152	Delano Elem School		Restructuring Implementation	Academic Watch Status Year 10
150162990252153	Deneen Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252605	Depriest Elem School		Restructuring Implementation	Academic Watch Status Year 10
150162990252154	Dett Elem School		Choice	Academic Early Warning Year 1
150162990252158	Dever Elem School			Academic Early Warning Year 1
150162990250832	Devry Advantage Academy High Schl			Academic Watch Status Year 3
150162990252159	Dewey Elem Academy of Fine Arts	Probation	Corrective Action	Academic Watch Status Year 1
150162990252603	Dirksen Elem School		Choice	Academic Watch Status Year 2
150162990252160	Disney Elem Magnet School		Choice	Academic Early Warning Year 1
150162990252161	Dixon Elem School		Choice	Academic Early Warning Year 1
150162990252927	Dodge Elem School		Choice	Academic Early Warning Year 1
150162990252937	Doolittle Elem School	Probation	Restructuring Planning	Academic Watch Status Year 5
150162990252167	Dore Elem School			Academic Early Warning Year 2
150162990250831	Douglass Academy High School	Probation	Restructuring Implementation	Academic Watch Status Year 4
150162990252169	Drake Elem School	Probation	Choice SES	Academic Early Warning Year 2
150162990252173	Dubois Elem School	Probation	Corrective Action	Academic Watch Status Year 1
150162990252175	Dulles Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252176	Dumas Technology Acad Elem Sch	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990250531	Dunbar Vocational Career Acad HS	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252177	Dunne Technology Acad Elem Sch		Choice SES	Academic Early Warning Year 2
150162990252933	Durkin Park Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252179	Dvorak Technology Acad Elem Sch	Probation	Restructuring Implementation	Academic Watch Status Year 6
150162990250798	Dyett High School	Probation	Restructuring Implementation	Academic Watch Status Year 7
150162990252180	Earle Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252181	Eberhart Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252185	Edwards Elem School		Restructuring Implementation	Academic Watch Status Year 4
150162990252187	Ellington Elem School		Restructuring Implementation	Academic Watch Status Year 9
150162990252189	Emmet Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252190	Ericson Elem Scholastic Academy	Probation	Choice SES	Academic Early Warning Year 2
15016299025219C	Erie Elem Charter School		Corrective Action	Academic Watch Status Year 1
150162990252191	Esmond Elem School		Restructuring Implementation	Academic Watch Status Year 9
150162990252192	Everett Elem School	Probation	Corrective Action	Academic Watch Status Year 1
150162990252873	Evergreen Academy Elem School		Restructuring Implementation	Academic Watch Status Year 8
150162990252913	Fairfield Elem Academy	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252194	Falconer Elem School		Restructuring Implementation	Academic Watch Status Year 5
150162990252195	Faraday Elem School		Restructuring Implementation	Academic Watch Status Year 2
150162990252198	Farnsworth Elem School			Academic Early Warning Year 2

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990250011	Farragut Career Academy HS		Restructuring Implementation	Academic Watch Status Year 2
150162990250012	Fenger Academy High School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252201	Fermi Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252202	Fernwood Elem School	Probation	Choice	Academic Early Warning Year 1
150162990252203	Field Elem School		Restructuring Implementation	Academic Watch Status Year 10
150162990252893	Finkl Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252204	Fiske Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
15016299025011C	Ford Power House Charter HS		Choice	Academic Early Warning Year 1
150162990250013	Foreman High School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252206	Fort Dearborn Elem School	Probation	Choice SES	Academic Early Warning Year 2
150162990252618	Foster Park Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252946	Frazier Prep Acad Elem School		Corrective Action	Academic Watch Status Year 1
150162990252209	Fuller Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 5
150162990252210	Fulton Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252211	Funston Elem School	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990250015	Gage Park High School	Probation	Restructuring Implementation	Academic Watch Status Year 2
15016299025220C	Galapagos Elem Charter School		Choice SES	Academic Early Warning Year 2
150162990252212	Gale Elem Community Academy	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252213	Gallistel Elem Language Academy		Restructuring Implementation	Academic Watch Status Year 5
150162990252964	Garcia Lorca Elementary School			Academic Early Warning Year 1
150162990252956	Garfield Park Prep Acad Elem Sch	Probation	Choice	Academic Early Warning Year 2
150162990252773	Garvey M Elem School	Probation	Choice	Academic Early Warning Year 1
150162990252214	Garvy J Elem School			Academic Watch Status Year 1
150162990252215	Gary Elem School		Restructuring Implementation	Academic Watch Status Year 10
150162990252236	Gillespie Elem School		Restructuring Implementation	Academic Watch Status Year 10
15016299025229C	Global Citizenship Elem Sch		Choice	Academic Early Warning Year 1
150162990252220	Goethe Elem School		Choice	Academic Early Warning Year 1
150162990252221	Goldblatt Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252222	Gompers Elem Fine Arts Opt School	Probation	Restructuring Implementation	Academic Watch Status Year 8
150162990252812	Goodlow Elem Magnet School	Probation	Restructuring Implementation	Academic Watch Status Year 8
150162990252223	Goudy Elem School		Corrective Action	Academic Watch Status Year 1
150162990252224	Graham A Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252226	Gray Elem School		Restructuring Implementation	Academic Watch Status Year 3
150162990252227	Greeley Elem School		Choice	Academic Early Warning Year 1
150162990252048	Green W Elem School		Choice SES	Academic Early Warning Year 2
150162990252229	Greene N Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252230	Gregory Math & Sci Elem Academy		Choice	Academic Early Warning Year 1
150162990252231	Gresham Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990252811	Gunsaulus Elem Scholastic Academy		Corrective Action	Academic Watch Status Year 1
150162990252235	Haines Elem School		Corrective Action	Academic Watch Status Year 1
150162990252239	Hale Elem School		Corrective Action	Academic Watch Status Year 5
150162990252092	Haley Elem Academy		Restructuring Implementation	Academic Watch Status Year 10
150162990252240	Hamilton Elem School			Academic Early Warning Year 1
150162990252241	Hamline Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252242	Hammond Elem School	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990252916	Hampton Elem Fine & Perf Arts Sch		Restructuring Implementation	Academic Watch Status Year 7
150162990250779	Hancock College Preparatory HS	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252726	Hanson Park Elem School		Restructuring Implementation	Academic Watch Status Year 3
150162990250016	Harlan Community Academy HS	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990250017	Harper High School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252246	Harvard Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252247	Haugan Elem School		Restructuring Implementation	Academic Watch Status Year 3
150162990252636	Hay Elem Community Academy	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252252	Hayt Elem School		Restructuring Implementation	Academic Watch Status Year 3
150162990252254	Healy Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252255	Hearst Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252256	Hedges Elem School		Restructuring Implementation	Academic Watch Status Year 8
150162990252258	Henderson Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252259	Hendricks Elem Community Academy	Probation	Choice SES	Academic Early Warning Year 2
150162990252260	Henry Elem School		Restructuring Implementation	Academic Watch Status Year 7
150162990252261	Henson Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252262	Herbert Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252597	Hernandez Middle School	Probation	Choice	Academic Early Warning Year 2
150162990252263	Herzl Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252265	Hibbard Elem School		Restructuring Implementation	Academic Watch Status Year 4
150162990252266	Higgins Elem Community Academy		Choice SES	Academic Early Warning Year 2
150162990252267	Hinton Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990250019	Hirsch Metropolitan High School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252268	Hitch Elem School		Choice SES	Academic Early Warning Year 2
150162990252269	Holden Elem School	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990252270	Holmes Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990250799	Hope College Prep High School	Probation	Restructuring Implementation	Academic Watch Status Year 5
150162990252961	Hope Inst Learning Acad ES	Probation	Choice	Academic Early Warning Year 2
150162990252273	Howe Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252275	Hoynes Elem School		Choice	Academic Early Warning Year 1
150162990250020	Hubbard High School	Probation	Restructuring Implementation	Academic Watch Status Year 9

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990252276	Hughes C Elem School	Probation	Corrective Action	Academic Watch Status Year 1
150162990252620	Hughes L Elem School	Probation	Choice	Academic Watch Status Year 2
150162990252280	Hurley Elem School		Restructuring Implementation	Academic Watch Status Year 4
150162990250021	Hyde Park Academy High School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990250837	Infinity Math Science & Tech HS		Restructuring Planning	Academic Watch Status Year 2
150162990252358	Inter-American Elem Magnet School			Academic Watch Status Year 1
150162990252281	Irving Elem School		Corrective Action	Academic Watch Status Year 1
150162990252046	Jackson M Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252284	Jahn Elem School		Choice	Academic Early Warning Year 1
150162990252285	Jamieson Elem School		Choice	Academic Early Warning Year 1
150162990252287	Jenner Elem Academy of The Arts	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252288	Jensen Elem Scholastic Academy		Choice SES	Academic Early Warning Year 2
150162990252290	Johnson Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252775	Joplin Elem School	Probation	Choice SES	Academic Early Warning Year 2
150162990252889	Jordan Elem Community School		Restructuring Implementation	Academic Watch Status Year 7
150162990250767	Juarez Community Academy HS	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990250763	Julian High School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252292	Jungman Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252806	Kanoon Elem Magnet School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990250022	Kelly High School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990250023	Kelvyn Park High School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990250024	Kennedy High School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990250025	Kenwood Academy High School		Corrective Action	Academic Watch Status Year 1
150162990252294	Kershaw Elem School		Restructuring Implementation	Academic Watch Status Year 5
150162990252295	Key Elem School		Restructuring Implementation	Academic Watch Status Year 10
150162990252296	Kilmer Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 8
150162990250039	King College Prep High School		Corrective Action	Academic Watch Status Year 5
150162990252297	King Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 8
150162990252299	Kinzie Elem School			Academic Watch Status Year 3
150162990252300	Kipling Elem School		Choice	Academic Early Warning Year 1
15016299025215C	Kipp Ascend Elem Charter School		Choice SES	Academic Early Warning Year 2
150162990252301	Kohn Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252304	Kozminski Elem Community Academy	Probation	Corrective Action	Academic Watch Status Year 1
150162990252305	Lafayette Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990250026	Lake View High School		Restructuring Implementation	Academic Watch Status Year 8
150162990252704	Langford A Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252900	Lara Elem Academy		Restructuring Implementation	Academic Watch Status Year 9
150162990252492	Lavizzo Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990252309	Lawndale Elem Community Academy	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252322	Lawrence Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
15016299025208C	Learn Elem Charter School		Choice	Academic Early Warning Year 1
150162990252703	Lee Elem School		Restructuring Implementation	Academic Watch Status Year 7
15016299025221C	Legacy Elem Charter School		Choice	Academic Early Warning Year 1
150162990252714	Leland Elem School	Probation	Choice	Academic Early Warning Year 1
150162990252311	Lewis Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252313	Libby Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252314	Lincoln Elem School			Academic Early Warning Year 1
150162990250047	Lincoln Park High School			Academic Watch Status Year 7
150162990252315	Linne Elem School		Restructuring Implementation	Academic Watch Status Year 8
150162990252896	Little Village Elem School		Restructuring Implementation	Academic Watch Status Year 8
150162990252316	Lloyd Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 7
150162990252317	Locke J Elem School		Restructuring Implementation	Academic Watch Status Year 8
150162990252881	Logandale Middle School		Choice SES	Academic Early Warning Year 2
150162990252319	Lovett Elem School		Restructuring Implementation	Academic Watch Status Year 9
150162990252321	Lowell Elem School		Restructuring Implementation	Academic Watch Status Year 10
150162990252303	Lozano Elem Bilingual & Intl Ctr	Probation	Corrective Action	Academic Watch Status Year 1
150162990252323	Lyon Elem School		Corrective Action	Academic Watch Status Year 1
150162990252838	Madero Middle School		Restructuring Implementation	Academic Watch Status Year 7
150162990252324	Madison Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 8
150162990252326	Manierre Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990250616	Manley Career Academy High School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252328	Mann Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252329	Marconi Elem Community Academy	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990250842	Marine Military Academy HS		Choice SES	Academic Early Warning Year 2
150162990252330	Marquette Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252331	Marsh Elem School		Restructuring Implementation	Academic Watch Status Year 3
150162990250029	Marshall Metropolitan High School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252882	Marshall Middle School	Probation	Restructuring Implementation	Academic Watch Status Year 8
150162990252334	Mason Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990250858	Mason High School	Probation		
150162990250030	Mather High School		Restructuring Implementation	Academic Watch Status Year 9
150162990252336	May Elem Community Academy	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252337	Mayer Elem School			Academic Watch Status Year 4
150162990252338	Mayo Elem School	Probation	Corrective Action	Academic Watch Status Year 1
150162990252802	Mays Elem Academy	Probation	Choice SES	Academic Early Warning Year 2
150162990252877	McAuliffe Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 4

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990252339	Mcclellan Elem School	Probation	Choice SES	Academic Early Warning Year 2
150162990252341	Mccormick Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252344	Mccutcheon Elem School		Corrective Action	Academic Watch Status Year 1
150162990252346	Mckay Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252634	Mcnaire Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252349	Mcpherson Elem School		Restructuring Implementation	Academic Watch Status Year 7
150162990252352	Melody Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252804	Metcalfe Elem Community Academy	Probation	Restructuring Implementation	Academic Watch Status Year 3
150162990252452	Mireles Elem Academy	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252354	Mollison Elem School	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990252355	Monroe Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 7
150162990252356	Moos Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252047	Morgan Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990250031	Morgan Park High School	Probation	Choice SES	Academic Watch Status Year 6
150162990252357	Morrill Elem Math & Sci School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252844	Morton Elem Career Academy	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252362	Mount Vernon Elem School		Restructuring Implementation	Academic Watch Status Year 9
150162990252363	Mozart Elem School		Restructuring Implementation	Academic Watch Status Year 9
150162990250836	Multicultural Acad of Scholarship HS		Restructuring Planning	Academic Watch Status Year 2
150162990252365	Murphy Elem School		Choice	Academic Early Warning Year 1
15016299025218C	Namaste Elem Charter School		Corrective Action	Academic Watch Status Year 1
150162990252368	Nash Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252924	National Teachers Elem Academy		Restructuring Implementation	Academic Watch Status Year 7
150162990252369	Neil Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 7
150162990252930	New Field Elem School		Restructuring Implementation	Academic Watch Status Year 4
150162990252072	Nicholson Technology Acad Elem Sch		Restructuring Implementation	Academic Watch Status Year 9
150162990252373	Nightingale Elem School		Restructuring Implementation	Academic Watch Status Year 8
150162990252823	Ninos Heroes Elem Academic Ctr		Restructuring Implementation	Academic Watch Status Year 10
150162990252374	Nixon Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252375	Nobel Elem School		Restructuring Implementation	Academic Watch Status Year 8
15016299025006C	Noble Street Charter High School		Restructuring Implementation	Academic Watch Status Year 3
15016299025005C	North Lawndale Charter HS		Restructuring Implementation	Academic Watch Status Year 9
150162990252935	North River Elem School		Choice SES	Academic Early Warning Year 2
150162990250825	North-Grand High School	Probation	Restructuring Implementation	Academic Watch Status Year 3
150162990252915	Northwest Middle School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252381	Oglesby Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252382	O'Keeffe Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252842	Orozco Elem Fine Arts & Sciences		Corrective Action	Academic Watch Status Year 1

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990250847	Orr Academy High School	Probation	Choice SES	Academic Watch Status Year 1
150162990252898	Ortiz De Dominguez Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252386	Otis Elem School		Choice SES	Academic Early Warning Year 2
150162990252387	O'Toole Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 8
150162990252388	Overton Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 4
150162990252810	Owens Elem Community Academy	Probation	Choice	Academic Early Warning Year 1
150162990252390	Paderewski Elem Learning Academy	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252391	Palmer Elem School		Restructuring Implementation	Academic Watch Status Year 5
150162990252394	Park Manor Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252392	Parker Elem Community Academy	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252393	Parkman Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252395	Parkside Elem Community Academy	Probation	Restructuring Implementation	Academic Watch Status Year 10
15016299025214C	Passages Elem Charter School		Choice	Academic Early Warning Year 1
150162990252396	Pasteur Elem School		Restructuring Planning	Academic Watch Status Year 4
150162990252397	Peabody Elem School	Probation	Choice SES	Academic Early Warning Year 2
150162990252398	Peck Elem School		Restructuring Implementation	Academic Watch Status Year 9
150162990252399	Peirce Elem Intl Studies School		Restructuring Implementation	Academic Watch Status Year 4
150162990252400	Penn Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252864	Perez Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252940	Pershing West Elem Magnet School		Choice	Academic Early Warning Year 1
15016299025003C	Perspectives Charter High School		Restructuring Planning	Academic Watch Status Year 2
150162990252403	Peterson Elem School		Choice SES	Academic Early Warning Year 2
150162990250034	Phillips Academy High School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990250803	Phoenix Military Academy HS		Restructuring Implementation	Academic Watch Status Year 7
150162990252385	Piccolo Elem Specialty School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252404	Pickard Elem School		Restructuring Implementation	Academic Watch Status Year 10
150162990252289	Pilsen Elem Community Academy	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990252405	Pirie Elem Fine Arts & Academic C		Choice	Academic Early Warning Year 1
150162990252406	Plamondon Elem School		Choice	Academic Early Warning Year 1
150162990252951	Plato Learning Acad Elem School		Choice	Academic Watch Status Year 1
15016299025226C	Polaris Elem Charter Academy		Corrective Action	Academic Watch Status Year 1
150162990252408	Pope Elem School	Probation	Corrective Action	Academic Watch Status Year 1
150162990252409	Portage Park Elem School		Restructuring Implementation	Academic Watch Status Year 5
150162990252785	Powell Elem Paideia Comm Academy		Restructuring Implementation	Academic Watch Status Year 5
150162990252410	Prescott Elem School		Choice	Academic Early Warning Year 1
150162990252958	Prieto Math-Science Elem Sch		Choice	Academic Early Warning Year 2
150162990252510	Pritzker Elem School		Choice	Academic Early Warning Year 1
15016299025017C	Prologue - Johnston Fine Arts HS			Academic Early Warning Year 1

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990250534	Prosser Career Academy HS		Restructuring Implementation	Academic Watch Status Year 9
15016299025224C	Providence-Englewood Elem Charter		Choice	Academic Early Warning Year 1
150162990252412	Prussing Elem School		Choice	Academic Early Warning Year 1
150162990252413	Pulaski Intl School		Restructuring Implementation	Academic Watch Status Year 6
150162990252414	Pullman Elem School		Restructuring Implementation	Academic Watch Status Year 8
150162990250826	Raby High School	Probation	Restructuring Implementation	Academic Watch Status Year 3
150162990252807	Randolph Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252416	Ravenswood Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252419	Reavis Elem Math & Sci Spec Schl	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252421	Reilly Elem School		Restructuring Implementation	Academic Watch Status Year 8
150162990252422	Reinberg Elem School		Restructuring Planning	Academic Watch Status Year 4
150162990252423	Revere Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990250536	Richards Career Academy HS	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990250828	Rickover Naval Academy High Schl		Restructuring Planning	Academic Watch Status Year 2
150162990250766	Robeson High School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252724	Robinson Elem School	Probation	Corrective Action	Academic Watch Status Year 1
150162990252426	Rogers Elem School		Choice	Academic Early Warning Year 1
150162990250035	Roosevelt High School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252869	Roque De Duprey Elem School		Restructuring Implementation	Academic Watch Status Year 8
150162990252427	Ross Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252428	Ruggles Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252867	Ruiz Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252429	Ryder Elem Math & Sci Spec School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252432	Ryerson Elem School		Restructuring Implementation	Academic Watch Status Year 9
150162990252828	Sabin Elem Magnet School		Choice SES	Academic Early Warning Year 2
150162990252706	Salazar Elem Bilingual Center		Choice SES	Academic Early Warning Year 2
150162990252914	Sandoval Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252829	Saucedo Elem Scholastic Academy		Restructuring Implementation	Academic Watch Status Year 4
150162990252435	Sawyer Elem School		Restructuring Implementation	Academic Watch Status Year 6
150162990252436	Sayre Elem Language Academy		Choice SES	Academic Early Warning Year 2
150162990252438	Scammon Elem School		Restructuring Implementation	Academic Watch Status Year 5
150162990252442	Schmid Elem School	Probation	Corrective Action	Academic Watch Status Year 1
150162990250806	School of Leadership High School	Probation	Restructuring Implementation	Academic Watch Status Year 6
150162990250835	School of Social Justice HS		Restructuring Planning	Academic Watch Status Year 2
150162990252444	Schubert Elem School	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990250036	Schurz High School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990250037	Senn High School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252446	Seward Elem Communication Arts Ac		Restructuring Implementation	Academic Watch Status Year 3

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990252447	Sexton Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
15016299025203C	Shabazz International Chrtr Schls		Corrective Action	Academic Watch Status Year 1
150162990252453	Sherman Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252454	Sherwood Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252455	Shields Elem School		Restructuring Implementation	Academic Watch Status Year 9
150162990252456	Shoesmith Elem School		Corrective Action	Academic Watch Status Year 1
150162990252457	Shoop Math-Sci Tech Elem Academy	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990250537	Simeon Career Academy High School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252768	Smith W Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 8
150162990252459	Smyser Elem School		Corrective Action	Academic Watch Status Year 1
150162990252460	Smyth J Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252439	Songhai Elem Learning Institute	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252960	South Shore Fine Arts Elem Sch	Probation	Choice	Academic Early Warning Year 1
150162990252462	Spencer Technology Acad Elem Sch		Restructuring Implementation	Academic Watch Status Year 10
150162990250818	Spry Community Links High School		Restructuring Implementation	Academic Watch Status Year 3
150162990252469	Spry Elem Community School		Restructuring Implementation	Academic Watch Status Year 9
150162990252464	Stagg Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990250041	Steinmetz College Prep HS	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252465	Stevenson Elem School		Restructuring Implementation	Academic Watch Status Year 8
150162990252466	Stewart Elem School		Restructuring Implementation	Academic Watch Status Year 9
150162990252470	Stockton Elem School	Probation	Choice SES	Academic Early Warning Year 2
150162990252472	Stowe Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252474	Sullivan Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990250042	Sullivan High School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252475	Sumner Elem Math & Sci Comm Acad		Choice SES	Academic Early Warning Year 2
150162990252476	Sutherland Elem School			Academic Early Warning Year 2
150162990252477	Swift Elem Specialty School		Choice SES	Academic Early Warning Year 2
150162990250043	Taft High School			Academic Watch Status Year 9
150162990252478	Talcott Elem School		Choice SES	Academic Early Warning Year 2
150162990252926	Talman Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990252479	Tanner Elem School	Probation	Corrective Action	Academic Watch Status Year 1
150162990252943	Tarkington Elem School		Restructuring Implementation	Academic Watch Status Year 3
150162990252480	Taylor Elem School	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990250843	Team Englewood Comm Acad HS	Probation	Choice SES	Academic Early Warning Year 2
150162990252901	Telpochcalli Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252484	Thorp J N Elem School	Probation	Corrective Action	Academic Watch Status Year 1
150162990250044	Tilden Career Community Academy HS	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252766	Till Elem Math & Science Academy	Probation	Restructuring Implementation	Academic Watch Status Year 7

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990252487	Tilton Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 2
150162990252488	Tonti Elem School		Restructuring Implementation	Academic Watch Status Year 6
150162990252489	Trumbull Elem School	Probation	Choice SES	Academic Early Warning Year 2
150162990252490	Twain Elem School		Corrective Action	Academic Watch Status Year 1
15016299025204C	Univ of Chicago Elem Charter Schl		Restructuring Planning	Academic Watch Status Year 2
15016299025205C	UNO Acad Elem School		Restructuring Planning	Academic Watch Status Year 2
150162990250829	Uplift Community High School		Restructuring Implementation	Academic Watch Status Year 3
15016299025010C	Urban Prep Chtr Acad Englewood HS		Corrective Action	Academic Watch Status Year 1
150162990250844	VOISE Academy High School	Probation		
150162990252494	Volta Elem School		Restructuring Implementation	Academic Watch Status Year 4
150162990252495	Von Humboldt Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990250046	Von Steuben Metro Science HS		Choice SES	Academic Watch Status Year 5
150162990252497	Wacker Elem School		Choice SES	Academic Early Warning Year 2
150162990252498	Wadsworth Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 8
150162990252500	Walsh Elem School		Restructuring Implementation	Academic Watch Status Year 3
150162990252767	Ward L Elem School		Choice	Academic Early Warning Year 1
150162990252502	Warren Elem School		Corrective Action	Academic Watch Status Year 1
150162990250048	Washington G High School		Restructuring Implementation	Academic Watch Status Year 9
150162990252401	Washington H Elem School		Restructuring Implementation	Academic Watch Status Year 4
150162990252504	Waters Elem School			Academic Watch Status Year 7
150162990252505	Webster Elem School		Restructuring Implementation	Academic Watch Status Year 7
150162990250049	Wells Community Academy HS		Restructuring Implementation	Academic Watch Status Year 2
150162990252902	Wells Preparatory Elem Academy	Probation	Choice	Academic Early Warning Year 1
150162990252506	Wentworth Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252908	West Park Elem Academy	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252509	West Pullman Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252965	West Ridge Elementary School			Academic Early Warning Year 1
150162990252507	Westcott Elem School		Restructuring Implementation	Academic Watch Status Year 10
150162990252512	Whistler Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 8
150162990252729	White Elem Career Academy	Probation	Corrective Action	Academic Watch Status Year 1
150162990252513	Whitney Elem School		Restructuring Implementation	Academic Watch Status Year 9
150162990252514	Whittier Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990250856	Williams Medical Prep High Sch		Choice	Academic Early Warning Year 2
150162990252932	Williams Middle Prep Academy	Probation	Choice SES	Academic Early Warning Year 2
150162990252928	Williams Multiplex Elem School	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990252216	Woods Elem Math & Science Academy	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252521	Woodson South Elem School	Probation	Restructuring Planning	Academic Watch Status Year 2
150162990250830	World Language High School	Probation	Restructuring Planning	Academic Watch Status Year 2

Exhibit A: Schools on Probation or in School Improvement Status

State RCDTS Code	School Name	2012-2013 Probation Status	2012-2013 Federal Improvement Status	2012-2013 State Improvement Status
150162990252522	Yale Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 10
150162990252542	Yates Elem School	Probation	Restructuring Implementation	Academic Watch Status Year 9
150162990252525	Young Elem School		Restructuring Implementation	Academic Watch Status Year 10
15016299025007C	Young Womens Leadership Chartr HS		Restructuring Implementation	Academic Watch Status Year 7
15016299025004C	Youth Connections Charter HS		Restructuring Implementation	Academic Watch Status Year 9
150162990252897	Zapata Elem Academy		Restructuring Implementation	Academic Watch Status Year 3

President Vitale indicated that if there were no objections, Board Reports 12-1219-EX1 and 12-1219-EX2 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-1219-EX1 and 12-1219-EX2 adopted.

12-1219-EX3

FINAL
 (*Adopted in Part)

**APPROVE AND DENY CALL FOR QUALITY SCHOOLS PROPOSALS FOR
 CHARTER, CONTRACT, AND DISTRICT SCHOOLS WITH 2013 OPENINGS**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

That the Board approve the Call for Quality Schools school proposals identified in Appendix A and deny the Call for Quality Schools school proposals identified in Appendix B.

DESCRIPTION:

In accordance with Section 27A-8(c) of the Illinois Charter Schools Law, in June 2012 the Board made available the Call for Quality Schools to solicit responses from parties interested in starting schools or providing turnaround services. School proposals were submitted on August 13, 2013. Proposals were evaluated pursuant to the standards set forth in the Call for Quality Schools. At this time, the Office of New Schools is only evaluating the 14 applicants with proposals for Charter, Contract, and District Schools with 2013 openings.

A Public Hearing to review these school proposals was held on December 13, 2012. The school proposals indicated in Appendix A are hereby approved and the school proposals indicated in Appendix B are hereby denied.

CONTINGENT APPROVAL: Final authorization of any proposals approved herein is contingent upon the school operator meeting benchmarks identified by the Office of New Schools including, but not limited to, the identification of a school site. These benchmarks will be communicated to the school operators in a formal Letter of Conditions with all deadlines to be met by April 15, 2013. The Office of New Schools will oversee the enforcement of these deadlines; failure to meet these deadlines may, at the option of the Board, result in the rescission of the authority granted herein.

AUTHORIZATION: For the charter school proposals with 2013 openings received under the 2012 Call for Quality Schools process, authorize the Executive Director of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder. For charter school proposals with 2013 openings being denied, authorize the Executive Director to notify applicants of their right to appeal decisions to the Illinois State Charter School Commission.

APPENDIX A: CALL FOR QUALITY SCHOOLS PROPOSALS TO BE APPROVED (*Adopted in Part)

Name	Type	Grades	# of Schools	Expected Opening
Chicago Collegiate *Adopted	Charter	4-12	1	Sept 2013
Foundations Deferred	Charter	6-12	1	Sept 2013
Intrinsic School *Adopted	Charter	6-12	1	Sept 2013
Orange Deferred	Charter	K-8	1	Sept 2013
Frazier Prep *Adopted	Charter Conversion	K-8	1	Sept 2013
Camelot *Adopted	Alternative Contract	9-12	1	Sept 2013
Disney II Magnet *Adopted	Addition of Grades 9-12	K-12	1	Sept 2013
MMSA - Military *Adopted	Addition of Grades 7-8	7-12	1	Sept 2013
Rickover *Adopted	Addition of Grades 7-8	7-12	1	Sept 2013

APPENDIX B: CALL FOR QUALITY SCHOOLS PROPOSALS TO BE DENIED (*Adopted)

Name	Type	Grades	# of Schools	Expected Opening
Alcanzar Charter School	Charter	9-12	1	Sept 2013
BASIS	Charter	5-12	5	Sept 2013
Horizon Science Academies – Belmont	Charter	K-12	1	Sept 2013
Horizon Science Academies – McKinley Park	Charter	K-12	1	Sept 2013
Pathways in Education	Charter	9-12	1	Sept 2013
PIVOT	Contract	6-12	1	Sept 2013

The Secretary noted for the record that separate votes will be taken on board report 12-1219-EX3 Approve and Deny Call for Quality School Proposals for Charter, Contract and District Schools with 2013 Openings.

The Secretary noted for the record that the Approval for Orange School and Foundations Charter schools would be Deferred.

The Secretary proceeded with the Approval for Camelot Alternative Contract School.

Vice President Ruiz abstained on the Approval for Camelot Alternative Contract School.

President Vitale indicated that if there were no objections, the Approval for Camelot Alternative Contract School would be adopted by the last favorable roll call vote, with the noted abstention, all members present voting therefore.

President Vitale thereupon declared the Approval for Camelot Alternative Contract School adopted.

The Secretary proceeded with the Approvals for Chicago Collegiate, Intrinsic, Frazier Prep, Disney II Magnet, MMSA Military and Rickover.

President Vitale indicated that if there were no objections, the Approvals for Chicago Collegiate, Intrinsic, Frazier Prep, Disney II Magnet, MMSA Military and Rickover would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared the Approvals for Chicago Collegiate, Intrinsic, Frazier Prep, Disney II Magnet, MMSA Military and Rickover adopted.

The Secretary proceeded with the Denials for Alcanzar Charter School, BASIS, Horizon Science Academies-Belmont, Horizon Science Academies-Mckinley Park, Pathways in Education and Pivot.

Vice President Ruiz abstained on the Denials for Alcanzar Charter School, BASIS, Horizon Science Academies-Belmont, Horizon Science Academies-Mckinley Park, Pathways in Education and Pivot.

President Vitale indicated that if there were no objections, the Denials for Alcanzar Charter School, BASIS, Horizon Science Academies-Belmont, Horizon Science Academies-Mckinley Park, Pathways in Education and Pivot would be adopted by the last favorable roll call vote, with the noted abstention, all members present voting therefore.

President Vitale thereupon declared the Denials for Alcanzar Charter School, BASIS, Horizon Science Academies-Belmont, Horizon Science Academies-Mckinley Park, Pathways in Education and Pivot adopted.

12-1219-EX4

**APPROVE THE ESTABLISHMENT OF
AN INTERNATIONAL BACCALAUREATE (IB) HIGH SCHOOL
(BACK OF THE YARDS IB HIGH SCHOOL)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the establishment of a new International Baccalaureate (IB) high school to be known as Back of the Yards IB High School. The Back of the Yards IB High School will be located at 2111 W. 47th Street

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

CPS engaged the community on the following dates in 2012: May 30, June 20, August 7, August 14, August 23, October 11, October 17, October 19, October 25, November 2, November 26, and December 13.

DESCRIPTION: Effective July 1, 2013, Back of the Yards IB High School will open as a whole-school ("wall-to-wall") IB school serving students within the overlay attendance area. At full capacity the school will serve approximately 960 students in grades 9 – 12. Starting September 2013 the school will serve approximately 240 students in grade 9, and a similarly sized grade will be added each consecutive year until the school serves grades 9 – 12.

The school will follow the Chicago Public Schools' standard calendar from September to June.

ENROLLMENT: Students residing within the overlay attendance area have priority to enroll in the Back of the Yards IB High School. If there are more students residing within the overlay attendance area that apply than there are available seats in the school, then the Office of Access and Enrollment will conduct a lottery for these students. If all available 9th grade seats are not filled by students residing within the overlay attendance area, students living outside of the overlay attendance area may apply for available IB seats through the guidelines set forth in the Office of Access and Enrollment's Options for Knowledge Guide. The Honors Track Programme will be enrolled through the Office of Access and Enrollment's current processes and procedures for enrolling IB Honors Track.

CURRICULUM: All enrolled 9th graders in Full School IB Programmes will be placed in the International Baccalaureate Middle Years Programme. Upon completion of 10th grade, students previously enrolled in the Middle Years Programme will select one of several IB related options for 11th and 12th Grades. Those options include but are not limited to: IB Diploma Programme, IB Subject Certification, IB Career Related Certificate, and IB Core. Honors level IB students will receive rigorous coursework in IB Middle Years and Diploma Programmes.

PERSONNEL IMPLICATIONS: Back of the Yards IB High School will be staffed in accordance with Board staffing formulas and job posting procedures for all positions.

GOVERNANCE: Initially, Back of the Yards IB High School will establish a transitional advisory body. A Local School Council with voting boundaries will be established in a timely manner pursuant to 105 ILCS 5/34-2.1c.

FINANCIAL: The financial implications for startup and incubation costs are included in the FY13 budget and will be addressed during the development of the 2014 fiscal year budget. The IB programmatic startup costs are estimated to be \$126,675 for FY 13. The FY 13 incubation costs are approximately \$170,000. The total FY 13 costs are approximately \$296,000. These amounts are accounted for in the FY13 budget. An addition to the FY14 Magnet, Gifted, and Talented budget of approximately \$176,500 will be sought during the FY14 budget process to pay for additional startup costs for the IB programming.

Ongoing costs will include personnel, professional development costs, as well as annual fees payable to International Baccalaureate Organization. The total of these costs will be approximately \$147,000 annually (\$137,000 in personnel costs and fees to International Baccalaureate Organization and approximately \$10,000 in Professional Development). These costs will begin starting in FY14.

OVERLAY ATTENDENCE AREA:

The preference overlay attendance area will be as follows:

Beginning at the Penn RR and the B&OCT RR and Western Blvd
Southeast and east to Ashland Ave
North to Pershing Rd
East to Racine Ave
South to 47th St
East to Morgan St
South to 48th St

West to May St
South to 49th St
West to Racine Ave
South to 50th St
West to Ashland Ave
South to 51st St
West to the Penn RR (at Leavitt St)
North to the GT RR (at 49th St)
West to Western Blvd
North to 47th St
East to the Penn RR (at Leavitt St)
North and west to the starting point

12-1219-EX5

APPROVE THE ADDITION OF A CAREER AND TECHNICAL EDUCATION COLLEGE AND CAREER ACADEMY PROGRAM TO JONES COLLEGE PREPARATORY HIGH SCHOOL

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the addition of a career and technical education college and career academy (CCA) program, with focused coursework in Pre-Engineering and Law/Public Safety, to Jones College Preparatory High School (Jones), located at 606 South State Street.

Community meetings on the new CCA program were held on October 16, 2012 and November 7, 2012 at Jones.

Description: Effective beginning the 2013-2014 school year, Jones will add a CCA program with focused coursework in Pre-Engineering and Law/Public Safety. Pre-engineering will serve approximately 240 students in grades 9-12 at full enrollment, and Law/Public Safety will serve approximately 240 in grades 9-12 at full enrollment. The programs will open with approximately 60 students each in grade 9 in Fall 2013 and a grade will be added each year thereafter until the CCA programs serve grades 9-12.

College and Career Academy Enrollment: Of the 120 seats designated annually for these programs, approximately 75 seats will be filled through a citywide application process. Beginning with the 2012-2013 application year, students must qualify in the following manner: Minimum 7th grade stanine scores of 5 in reading comprehension and total math are required to apply (combination of a stanine score of 10 for students receiving special education or bilingual education services). Applicants will be awarded points based on 7th grade final grade point average in core courses and 7th grade ISAT scores. Selections will be made based on highest point totals, with preference first given to eligible students within the proximity area. If there are not enough eligible applicants from within the proximity area, students from outside of the area will be selected based on total points. The remaining 45 seats will be filled with students from the Selective Enrollment program who also elect to participate in the CCA program at Jones. Beginning with the 2014-2015 school year, Office of Access and Enrollment may provide further detail in its guidelines.

Proximity Area: The proximity area will be:

Beginning at Ashland Avenue and Grand Avenue
East to Lake Michigan
South along Lake Michigan to 26th Street
West to the Stevenson Expressway
Southwest to Ashland Avenue
North to the Starting Point.

Curriculum: Jones will establish two Career and Technical Education (CTE) programs: Pre-Engineering and a Pre-Law. All students in these CTE programs will enroll in core academic coursework and in a 4-year, career-focused sequence in each of their specific industry areas. In addition to receiving honors level credits for these CTE programs, Jones will provide every student with exposure to multiple post-secondary college tracks and work-based learning opportunities within the Engineering and Law career fields.

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

Financial: These new CCA programs will be staffed via quota funding associated with the students in the program. Curricular materials/support will be funded through existing Office of Pathways to College and Career budget. No other new costs are anticipated for the launch of these programs.

12-1219-EX6

CHANGE THE EDUCATIONAL FOCUS BY EXPANDING THE INTERNATIONAL BACCALAUREATE PROGRAMME SCHOOLWIDE AT NICHOLAS SENN HIGH SCHOOL, HYDE PARK HIGH SCHOOL, TAFT HIGH SCHOOL, AND LINCOLN PARK HIGH SCHOOL

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve a change of educational focus by expanding the International Baccalaureate (IB) programme school wide at Senn High School (Senn), Hyde Park High School (Hyde Park), Taft High School (Taft), and Lincoln Park High School (Lincoln Park).

Description: Effective July 1, 2013, existing IB programmes at Senn, Hyde Park, Morgan Park, Taft, and Lincoln Park High Schools will expand the number of students participating in IB programmes through enrollment and conversion of existing courses to satisfy IB curricular requirements. Currently, only a portion of each of these schools incoming 9th grade cohort is offered IB coursework. These schools will expand access to IB coursework to all students enrolled.

Enrollment: Students residing within the attendance boundary of the aforementioned schools are entitled to enrollment within the school and the IB programme. If all available 9th grade seats are not filled by students residing within the attendance boundary, students living outside of the attendance area may apply for available honors level IB seats within the aforementioned schools through the guidelines set forth in the Office of Access and Enrollment's Options for Knowledge Guide.

Curriculum: All attendance area 9th graders in Full School IB Programmes will be enrolled in the International Baccalaureate Middle Years Programme. Upon completion of 10th grade, students previously enrolled in the Middle Years Programme will select one of several IB related options for 11th and 12th Grades. Those options include but are not limited to: IB Diploma Programme, IB Subject Certification, IB Career Related Certificate, and IB Core.

Personnel Implications: The Board will open new teaching positions programmed as International Baccalaureate teacher positions or International Baccalaureate teacher-in-training positions and staffed by qualified teachers. Board representatives will discuss and attempt to resolve any impacts on current teaching staff with the teachers' bargaining representative. Educational Support Personnel positions will be unaffected.

Financial: The financial implications will be addressed during the development of the 2013-2014 fiscal year budget. FY13 startup costs are estimated to be \$318,375. An addition to the FY14 Magnet, Gifted, and Talented budget of approximately \$373,500 will be sought during the FY14 budget process to pay for additional start-up costs. Ongoing costs will include personnel, professional development costs, as well as annual fees payable to International Baccalaureate Organization.

12-1219-EX7

CHANGE THE EDUCATIONAL FOCUS OF ROBERTO CLEMENTE COMMUNITY ACADEMY HIGH SCHOOL TO A SCHOOLWIDE INTERNATIONAL BACCALAUREATE PROGRAMME

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve change of educational focus at Roberto Clemente Community Academy High School (Clemente).

Description: Effective July 1, 2013, Clemente will change its academic focus and establish a schoolwide International Baccalaureate Programme. The IB programme at Clemente will be offered to its ninth grade class and then offered to the following incoming grade each year thereafter, until the IB programme serves all grade levels.

Enrollment: Students residing within the attendance boundary are entitled to enrollment within the school and its IB programme. If all available 9th grade seats are not filled by students residing within the attendance boundary, students living outside of the attendance area may apply for available honors level IB seats through the guidelines set forth in the Office of Access and Enrollment's Options for Knowledge Guide.

Curriculum: All attendance area 9th graders in Full School IB Programmes will be enrolled in the the International Baccalaureate Middle Years Programme. Upon completion of 10th grade, students previously enrolled in the Middle Years Programme will select one of several IB related options for 11th and 12th Grades. Those options include but are not limited to: IB Diploma Programme, IB Subject Certification, IB Career Related Certificate, and IB Core. Honors level IB students will receive rigorous coursework in IB Middle Years and Diploma Programmes.

Personnel Implications: The Board will open new teaching positions programmed as International Baccalaureate teacher positions or International Baccalaureate teacher-in-training positions and staffed by qualified teachers. Board representatives will discuss and attempt to resolve any impacts on current teaching staff with teachers' bargaining representative. Educational Support Personnel positions will be unaffected.

Financial: The financial implications will be addressed during the development of the 2013-2014 fiscal year budget. FY13 startup costs are estimated \$126,675. An addition to the FY14 Magnet, Gifted, and Talented budget of approximately \$176,500 will be sought in during the FY14 budget process to pay for additional start up costs. Future year funding is contingent upon budget appropriation and approval. Ongoing costs will include personnel, professional development costs, as well as annual fees payable to International Baccalaureate Organization.

12-1219-EX8

ESTABLISH A NEW EARLY COLLEGE MEDICAL SCIENCES HIGH SCHOOL TO BE KNOWN AS RICHARD T. CRANE MEDICAL PREPARATORY HIGH SCHOOL

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the establishment of a new Early College Medical Sciences High School to be known as Richard T. Crane Medical Preparatory High School (RTC). In accordance with Board Report 12-0222-EX8, it is anticipated that RTC will be located at 2245 West Jackson Boulevard, subject to final approval by the Board.

This proposed high school is the result of collaboration between Chicago Public Schools and the Crane Task Force. The Task Force met with CPS multiple times since February 2012, including February 28, April 20, May 17, May 23, May 30, May 31, June 6, July 5, July 6, July 13, and September 29. In late summer 2012, the Task Force and CPS collaborated on a principal selection process, resulting in the staffing of RTC's new principal in the fall of 2012.

DESCRIPTION: Effective July 1, 2013, RTC will open as a magnet High School with an emphasis on medical career development. Starting September 2013, the school will serve approximately 200 students in grade 9, and a similarly sized grade will be added each consecutive year until the school serves grades 9 – 12.

CURRICULUM: All students at RTC will enroll in core academic coursework that prepares them for postsecondary success. In addition, RTC will collaborate with the Office of Pathways to College and Career, as well as post-secondary and industry partners located in the communities surrounding RTC to provide every student with exposure to, and the opportunity to earn credentials towards, careers in medical science. RTC will feature multiple tracks within medical sciences.

ENROLLMENT: The Chief Executive Officer or her designee is directed to hold a special application process for ninth grade seats at the school in winter/spring of the 2012/2013 school year. Applicants must have minimum stanines of 5 in reading and 5 in math on their 7th grade ISAT exam to apply for this program (combination of 10 for students with disabilities). If there are more qualified applicants than available seats, students will be selected in accordance with the Admission Policy for Magnet, Selective Enrollment, and Other Options for Knowledge Schools and Programs (11-0824-P02). Thus, 40% of seats will be allocated to the proximity lottery and the balance to the citywide socioeconomic tier lotteries.

Beginning with the 2014-2015 application year, RTC shall enroll students based on the guidelines set forth in the Office of Access and Enrollment's High School Guide.

PERSONNEL IMPLICATIONS: RTC will be staffed in accordance with Board staffing formulas and job posting procedures for all positions. Unique teacher training, professional development, skills, abilities, proficiencies, experience, and qualifications may apply to some teacher positions and may be required for educational support personnel.

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

FINANCIAL: The financial implications will be assessed as part of the FY 14 budget process and that subsequent appropriations are subject to Board approval.

12-1219-OP1

APPROVE THE ASSIGNMENT OF LEASE AGREEMENT FROM CHICAGO TITLE AND TRUST COMPANY TO BROTHERS C&S LLC FOR THE PROPERTY LOCATED AT 4024 WEST 59TH STREET, UNIT 4024, USED FOR PECK PRE-K

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the assignment of the lease agreement from Chicago Title and Trust Company, as Trustee under Trust Agreement No. 2000001572, dated November 11, 1968 ("Original Landlord/Assignor"), to Brothers C&S, LLC ("New Landlord/Assignee") for the property located at 4024 West 59th Street, Unit 4024, in Chicago, Illinois, effective as of January 1, 2013. The lease agreement is for a term commencing August 1, 2007 and ending August 31, 2015 with two options to renew for five year terms (authorized by Board Report 07-0523-OP3 as amended by 08-0625-OP1). Information pertinent to this assignment is stated below:

NEW LANDLORD/ASSIGNEE: Brothers C&S, LLC
5618 West 95th Street
Oak Lawn, IL 60453
Contact- Chuck Dinolfo/708.398.6400/cdinolfo@c21proteam.com

ORIGINAL LANDLORD/ASSIGNOR: Chicago Title and Trust Company, as Trustee under
Trust Agreement No. 2000001572, dated November 11, 1968
Beneficiary: Anthony Dinolfo Trust, dated September 5, 2001
c/o Charles J. Dinolfo, Trustee
10024 S. Major Avenue
Oak Lawn, IL 60453
Contact: Kevin Lynch 708.424.1199

TENANT: Board of Education of the City of Chicago

PREMISES: 4024 West 59th Street, Unit 4024, Chicago Illinois; consisting of approximately 4,731 square feet.

USE: Pre-K space for the Peck School (located at 3826 West 58th street).

RENT: The rent amount shall remain the same under the assignment. The Board shall pay rent to Assignee beginning on January 1, 2013.

OTHER TERMS AND CONDITIONS: Unless otherwise amended herein, all other terms and conditions of the original lease agreement shall remain the same.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written assignment and assumption agreement. Authorize the President and Secretary to execute the assignment and assumption agreement. Authorize the Chief Operations Officer to execute any and all ancillary documents related to the assignment of the lease.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Not applicable.

GENERAL CONDITIONS:

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

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

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

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

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

Vice President Ruiz abstained on Board Report 12-1219-OP1

12-1219-AR1

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
HOLLAND & KNIGHT, LLP**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Holland & Knight, LLP.

DESCRIPTION: The General Counsel has continued retention of the law firm Holland & Knight, LLP for representation in employee benefits and compensation plans, technology matters, district wide initiatives and various other transactional matters. Additional authorization for the firm's services is requested in the amount of \$150,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$150,000.00 to Law Department- Legal and Supportive Service - Professional Services:
Budget Classification Fiscal Year 2013..... 10455-115-54125-231101-000000

GENERAL CONDITIONS:

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

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

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

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

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

Vice President Ruiz abstained on Board Report 12-1219-AR1

President Vitale indicated that if there were no objections, Board Reports 12-1219-EX4 through 12-1219-EX8, 12-1219-OP1, and 12-1219-AR1, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-1219-EX4 through 12-1219-EX8, 12-1219-OP1, and 12-1219-AR1 adopted.

12-1219-PR1

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH THE
UNIVERSITY OF WISCONSIN-MADISON, WISCONSIN CENTER FOR EDUCATION RESEARCH FOR
CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with The University of Wisconsin-Madison, Wisconsin Center of Education Research (WCER) to provide consulting services to Office of Accountability at a total cost for the option period not to exceed \$228,000. A written document exercising this option is currently being negotiated. No payment shall be made to The University of Wisconsin-Madison, Wisconsin Center of Education Research (WCER) during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Holloway, Mr. Craig A / 773-553-2280

VENDOR:

- 1) Vendor # 17097
UNIVERSITY OF
WISCONSIN-MADISON/CENTER ON
EDUCATION & WORK 1
1025 W JOHNSON ST., #242G
MADISON, WI 53706
DR. ROBERT MEYER
800 446-0899

USER INFORMATION :

Contact: 16050 - Accountability
125 S. Clark Street
Chicago, IL 60603
Crosby, Mr. Ryan Allan
773 553-2560

ORIGINAL AGREEMENT:

The original Agreement authorized by Board Report #11-0928-PR11 in the amount of \$328,803 is for a term commencing July 1, 2011 and ending December 31, 2012, with the Board having 2 options to renew for 1 year terms. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Purchasing Officer.

OPTION PERIOD:

The term of this agreement is being renewed for 1 year commencing January 1, 2013 and ending December 31, 2013.

OPTION PERIODS REMAINING:

There is 1 option period for 1 year remaining.

SCOPE OF SERVICES:

WCER will compute a set of value-added measures for CPS based on student assessment data. This includes the calculation of the teacher-level and school-level value-added measures in reading and mathematics, which are used in CPS'S REACH Teacher Evaluation. In addition, WCER will compute other measures as listed below in the Deliverables section and create reports, present results to CPS staff, and provide technical documentation to improve CPS's understanding of the measures and their application.

DELIVERABLES:

WCER will provide the following:

Data files containing value-added measures in reading and mathematics at the teacher, grade, school, subgroup, and other levels of analysis. Data files containing student-level gains for all value-added measures computed. Reports for each of the measures in a format to be agreed upon by CPS and WCER. Technical documentation of all models produced. Other related analysis of student academic growth data as requested by CPS.

OUTCOMES:

Vendor's services will result in the Board having a better understanding of the patterns of academic growth among CPS students at various levels of analysis. This understanding will be valuable in identifying schools, classrooms, and networks with average, above-average, or below-average levels of student academic growth from one year to the next and over time. The data produced will also be used for the REACH Teacher Evaluation.

COMPENSATION:

Vendor shall be paid during this option period as specified in the agreement; total not to exceed the sum of \$228,000.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to Universities. This agreement is exempt from MBE/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

FY13: 16050, Accountability, Fund 115, \$193,800

FY14: 16050, Accountability, Fund 115, \$34,200

Future year funding (in FY14 and beyond) 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).

12-1219-PR2

APPROVE ENTERING INTO AN AGREEMENT WITH CHILDREN'S LITERACY INITIATIVE FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Children's Literacy Initiative to provide consulting services to the Office of Early Childhood Education at a cost not to exceed \$124,590. A written agreement for Consultant's services is currently being negotiated. This agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Review Committee and approved by the Chief Purchasing Officer. 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 : Holloway, Mr. Craig A / 773-553-2280

CONSULTANT:

- 1) Vendor # 12479
CHILDREN'S LITERACY INITIATIVE
2314 MARKET STREET
PHILADELPHIA, PA 19103
Mary List
215 561-4676

312-726-7320

USER INFORMATION :

Project 11360 - Early Childhood Development
Manager: 125 South Clark Street 9th Floor
Chicago, IL 60603
Fatani, Miss Serah
773-553-2010

TERM:

The term of this agreement shall commence on December 20, 2012 and shall end June 19, 2013. This agreement shall have no options to renew.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Consultant will provide the following services ("Services") to the CPS Office of Early Childhood:

Pre-Kindergarten and Kindergarten Individual Teacher Coaching: Consultant will provide individual coaching for up to eighteen (18) teachers in aggregate at the following CPS schools: Aldridge, Dett, Mason, Nicholson, and Woodson South. The individual coaching will be provided by three professional developers ("Professional Developers"), who are contracted consultants of Consultant. Individual coaching will spread throughout year, based on mutually agreed time with teachers, with ten (10) Pre-Kindergarten teachers receiving 350 hours total and with up to eight (8) Kindergarten teachers receiving 160 hours total.

Pre-Kindergarten Message Time Plus® ("Seminar I" & "Seminar II") Consultant shall provide two professional development seminars for ten (10) Pre-kindergarten teachers at Aldridge, Dett, Mason, Nicholson, and Woodson South. The teachers will explore Message Time Plus®. The teachers will examine the seven steps of Message Time Plus® through the lens of a Pre-kindergarten teacher, whose ultimate goal is to develop language and pre-reading skills for all early learners. The seminar will be conducted at CLI's Chicago office at 29 South LaSalle St, and they will provide all materials required for the 5.5 hours of training.

Pre-Kindergarten Monthly Grade Level Meetings: Consultant shall schedule and conduct a total of six (6) Grade level meetings for ten (10) preschool teachers at Aldridge, Dett, Mason, Nicholson, and Woodson South. A Professional Developer will prep for and then work with grade-level teams to plan lessons, examine student work and student data provided by the teachers, and to refine instruction.

DELIVERABLES:

1. Seminar I will be held (5.5 hours) at CLI's office- 29 S. LaSalle, Suite 455, Chicago, IL
2. Seminar II will be held (5.5 hours) at CLI's office- 29 S. LaSalle, Suite 455, Chicago, IL
3. Kindergarten teachers will have received 160 hours of coaching. Preschool teachers will have received 350 hours of coaching.
4. Monthly grade level meetings negotiated with preschool and kindergarten teachers and building principal.
5. Monthly meetings with Children's Literacy Initiative team for feedback, updates, and progress reporting.

OUTCOMES:

Through the totality of services provided by CLI, prekindergarten and kindergarten teachers will gain an in-depth understanding of Message Time Plus®. The teachers will examine the seven steps of Message Time Plus® through the lens of their respective roles with the ultimate goal of increased literacy outcomes for children.

COMPENSATION:

Consultant shall be paid upon invoicing based upon approved budgets and the completion of contracted services; total compensation not to exceed the sum of \$124,590.00. The first payment shall be made within 30 days of contract execution; subsequent payments shall be made during the months of January, March, and June.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 324, Office of Early Childhood Education, 11369, FY13: \$124,590

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

Vice President Ruiz abstained on Board Report 12-1219-PR2.

12-1219-PR3

AMEND BOARD REPORT 12-0125-PR10

AMEND BOARD REPORT 11-1214-PR8

APPROVE AGREEMENTS WITH VARIOUS VENDORS FOR VIRTUAL LEARNING ONLINE COURSES AND SUPPORT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve agreements with various Vendors to provide online courses and services for the Virtual Learning Program of the Chicago Public Schools at a total aggregate cost not to exceed ~~\$1,942,000~~ \$2,526,607 (\$566,607 for FY12, ~~\$687,212~~ \$980,000 for FY13 and ~~\$687,212~~ \$980,000 for FY14). Vendors were selected on a competitive basis pursuant to Board Rule 7-2. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This January 2012 amendment is necessary to add two additional vendors: Apex Learning, Inc. and Compass Learning Corporation to the Board report. These vendors were selected on a competitive basis and will require an executed written agreement prior to providing any services. There will be no increase in the not-to-exceed amount. The authority granted herein shall automatically rescind as to each additional Vendor in the event their written agreement is not executed within 90 days of the date of this amended Board Report.

This December 2012 amendment is necessary to increase the not to exceed amount by \$292,788 in FY13 and \$292,788 in FY14 to account for additional demand in online courses across the district and to centralize virtual learning and online course purchases. Additionally, we will update the vendors scope of services to expand product offerings and contractual coverage, as explained in the scope of services section below. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event their written amendment is not executed within 90 days of the date of this amended Board report.

Specification Number : 11-250023

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-2280

USER INFORMATION :

Contact: 10840 - Educational Tools and Technology
125 South Clark Street
Chicago, IL 60603
Mellios, Mr. John Steven

Contact: ~~10870 - Office of Pathways To College and Career~~
~~125 South Clark Street~~
~~Chicago, IL 60603~~
~~Craven-Howell, Miss Akeshia Elaine~~
~~773-535-5100~~

Project Manager: 10840 - Educational Tools and Technology
125 South Clark Street
Chicago, IL 60603
Kidani, Ms. Keisha A.

TERM:

The term of each agreement shall commence upon execution and end on December 31, 2013. The agreements shall have 2 options to renew for periods of 12 months each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendors will provide online courses as part of a key strategy to ensure that students can have anytime access to CPS high school graduation courses and requirements. Enrollment will be based upon school and student needs. Over the last nine (9) years, CPS students have used online courses to fulfill core course requirements, elective course requirements, Advanced Placement courses, credit recovery courses and Advanced Placement Exam Review. Online courses will be offered to students in ~~grades 9-12 middle school and high school~~ for any or all of the following reasons: to make up a course that they have failed; to complete a course requirement for a course that is not offered at their current or former school; to complete a course that conflicts with their schedule; to attain credit for graduation requirements; to have access to advanced level courses; and, to provide short-term educational content and skills instruction during periods of transition, illness or other temporary school enrollment scenarios. The CPS Virtual High School, now the Virtual Learning Program, currently works in conjunction with several CPS departments to offer the best use of online learning to provide a valuable option to meet student need. Additionally, CPS will have access to ACT Preparation, AP Preparation, middle school and primary school courses and digital curriculum for blended learning options with CPS teachers (CTV & CTA for Apex Learning).

DELIVERABLES:

1. Vendors shall offer high quality and engaging online coursework that is aligned with Illinois State Learning Standards (<http://www.isbe.net/ils/default.htm>) and Common Core State Standards (http://www.isbe.net/common_core/default.htm);
2. Vendors shall provide appropriate staff & communication in a timely manner;
3. Vendors will provide training, monitoring, data reporting and course implementation & training;
4. Vendors will deliver ongoing training and support; and
5. Vendors will provide performance and account management and measureable performance objectives as outlined in their scopes of service.

OUTCOMES:

Outcomes will be measured based on the Key Performance Indicators (KPIs) for the Virtual Learning Program which include, but are not limited to:
Total number of students served;
Percentage of students who complete courses;
Percentage of students who recover or attain course credit with online courses;
Number of students who meet graduation requirements and graduated upon completion of online courses with the Virtual Learning Program; and
Number of students who are back on track to graduate upon completion of program/courses with the Virtual Learning Program.

COMPENSATION:

Vendors shall be paid as specified in their respective agreement; the total compensation for all Vendors not to exceed the aggregate sum of ~~\$1,942,000~~ \$2,526,607 (\$566,607.00 for FY12, ~~\$687,212~~ \$980,000 for FY13 and ~~\$687,212~~ \$980,000 for FY14).

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for the following expenses: None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements and amendments. Authorize the President and Secretary to execute the agreements and amendments.

Authorize Officer of Curriculum and Instruction to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

The supplier diversity goals for this agreement include 15% MBE and 5% WBE participation. Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Category Goals method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

~~Charge to Pathways To College And Career
Virtual Learning Program
Pathway To Accelerated Student Success
Department of Justice Byrne Grant~~

Office of School Improvement
 Fiscal Year: FY 2012
 53051-367-53306-113067-434006-2012
 40021-367-53306-113067-434001-2012
Fund 115, Educational Tools and Technology, 10844, FY12: \$566,607

Fund 115, Educational Tools and Technology, 10844, FY13: \$600,000

Charge up to \$380,000 to various schools and departments in FY13, across various funds, depending on future program participation.

Multiple Funds, Educational Tools and Technology, 10844, FY14: \$600,000

Charge up to \$380,000 to various schools and departments in FY14, across various funds, depending on future program participation.

Fiscal Year: ~~FY 2013~~ and ~~FY 2014~~ Future year funding is contingent upon budget appropriation and approval.

11390-115-54305-110004-376632-2012	\$217,474.00
13722-332-54305-110004-430116-2012	\$154,133.00
13722-324-54305-221021-511240-2012	\$125,000.00
11390-324-54305-233009-521609-2012	\$70,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- | | | | |
|----|--|----|---|
| 1) | Vendor # 67915
PEORIA COUNTY REGIONAL OFFICE OF
EDUCATION DBA ILLINOIS VIRTUAL
SCHOOL (IVS)
10112 WEST DUBOIS RD.,
EDWARDS, IL 61528
Cindy Hamblin
309 680-5800 | 3) | Vendor # 98804
APEX LEARNING, INC
1215 FOURTH AVENUE, STE 1500
SEATTLE, WA 98161
Heidi Wenger
206 381-5600 |
| 2) | Vendor # 98586
K12 VIRTUAL SCHOOLS, LLC
2300 CORPORATE PARK DRIVE
HERNDON, VA 20171
Kate Kromar
703 483-700 | 4) | Vendor # 37857
COMPASS LEARNING CORPORATION
203 COLORADO ST.
AUSTIN, TX 78701
Gina Rivera
800 422-4339 |

12-1219-PR4

APPROVE EXERCISING THE THIRD OPTION TO RENEW THE AGREEMENT WITH CHICAGO ARTS PARTNERSHIPS IN EDUCATION

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the third option to renew the agreement with Chicago Arts Partnerships in Education (CAPE) to provide professional development, support services, and materials to the Magnet, Gifted and Talented (MGT) Department at a cost for the option period not to exceed \$229,490.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Holloway, Mr. Craig A / 773-553-2280

VENDOR:

- 1) Vendor # 31736
 CHICAGO ARTS PARTNERSHIPS IN
 EDUCATION
 228 S. WABASH AVE., SUITE 500
 CHICAGO, IL 60604
 Amy Rasmussen
 312 870-6140

USER INFORMATION :

Project 10845 - Magnet, Gifted and Talented
 Manager: 125 South Clark Street
 Chicago, IL 60603
 Bateson, Miss Tanya Ann
 773-553-5107

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 09-1216-PR22) in the amount of \$305,384.00 is for a term commencing December 16, 2009, and ending December 19, 2010, with the Board having three options to renew for one-year terms. The agreement was renewed for a term commencing December 20, 2010 and ending December 19, 2011 (authorized by Board Report 10-1117-PR10) in the amount of \$226,307. The agreement was renewed for a second term commencing December 20, 2011 and ending December 19, 2012 (authorized by Board Report 11-1116-PR10) in the amount of \$285,966.00. The original Agreement was awarded on a non-competitive basis due to the consultant's qualifications and expertise in providing high-quality professional development in arts integration strategies in core academic areas. The Vendor was written into the original grant proposal submitted to the Department of Education.

OPTION PERIOD:

The term of this agreement is being renewed for one year commencing December 20, 2012, and ending December 19, 2013.

OPTION PERIODS REMAINING:

There are no options to renew remaining.

SCOPE OF SERVICES:

CAPE shall continue to provide professional development, external partnerships, and materials to further build the fine arts and academic programs at six International Baccalaureate schools. CAPE will continue to develop effective partnerships among designated schools with teaching artists, and enhance structures to bring about systemic change in teaching and student achievement. Each school will continue to work with a collaborative team of representative school staff and partner experts. These teams will further develop plans and implement the integrated curriculum and aligned artist residencies for their classrooms. A comprehensive professional development program, directed by CPS and CAPE, will further prepare team members, classroom teachers, and teaching artists for their roles. CAPE will continue to provide a documentation, assessment, and research component that will help the schools and, ultimately, the larger educational community. The work in the six treatment schools will then be held in juxtaposition to three control group schools to evaluate the evidence of the impact of the arts on learning.

DELIVERABLES:

CAPE will continue to design provide professional development for teachers on developing arts-integrated curriculum, including assessment and documentation, working to improve the educational community within schools, and supporting and encouraging school leadership in arts planning. IB-TAP will continue

to make significant contributions to the field of arts-integrated education and school reform by developing: (1) high quality, collaboratively developed, arts-integrated curricula that directly impact student learning, (2) structures that effectively support collaboration in schools to improve school culture and teaching practices, and (3) teacher-and-artist-developed assessment tools for evaluating student learning, which other educators can adapt to their needs.

OUTCOMES:

Vendor services on the IB-TAP project will continue to result in several significant areas of teacher growth made possible through a continuum of professional development activities, individual action research studies and collaborative planning with arts and content specialists. As a result of their experiences, teachers will: Increase their proficiency in planning and implementing arts integration within the IB curriculum; Be able to articulate standards and learner profile characteristics in their own area of expertise and in the areas of their partners; Increase their ability to share their work with others and to disseminate best practices; and increase their ability to provide professional development to their peer teachers. As a result of participating in this project, students will develop complex and multi-modal thinking that advances the range and depth of their learning, allowing them to solve problems within different contexts. Students will continue to: Increase their ability to document and reflect on their growth by formally presenting one developmental workbook (a core part of the IB learning process) to their teachers and classmates; Produce art and other academic work that demonstrates an increase in content knowledge; and Show their ability to draw upon accumulated knowledge in the arts and other content areas in creating and presenting original work. There is also a potential for replication of the proposed project and strategies across schools in CPS and beyond.

COMPENSATION:

Vendor shall be paid during this option period as specified in the renewal document; total compensation for the option period not to exceed the sum of \$229,490.00.

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 Officer of Academic Enhancement to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% MBE and 5% WBE participation. Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions do not apply to transactions where the vendor providing services operates as a not-for-profit organization; this agreement is exempt from M/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 336, Magnet, Gifted and Talented, 10845, \$229,490 in FY13

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

12-1219-PR5

**APPROVE PAYMENT TO DEPAUL UNIVERSITY FOR MATHEMATICS COURSEWORK FOR THE
DEPARTMENT OF MATHEMATICS AND SCIENCE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to DePaul University who provided mathematics coursework for the Department of Mathematics and Science from January 3, 2012 to March 12, 2012 in the amount of \$34,300. The services were rendered with prior Board approval per Board Report #12-0125-ED2, which would have covered the purchase of these services from January 25, 2012 to March 12, 2012. The referenced Board Report was to have been approved in December 2011 and would have covered the earlier portion of services from January 3, 2012 to January 24, 2012. However, the December 2011 Board meeting ended prematurely due to an unforeseen interruption and the referenced Board Report was delayed until the January 2012 Board meeting. A Purchase Order should have been generated to pay for these services during the term of the referenced Board Report, but was overlooked due to transition in staff and responsibilities.

VENDOR:

- 1) Vendor # 37159
DEPAUL UNIVERSITY
1 E. JACKSON
CHICAGO, IL 60604-2287
Delores Shipp
312 362-7388

USER INFORMATION :

Contact: 13710 - Mathematics & Science
320 N Elizabeth Street - 5th Floor
Chicago, IL 60607
Reyes, Mr. Jesch A
773-553-6230

SCOPE OF SERVICES:

Payments cover tuition for authorized CPS teachers enrolled in courses at a participating university under the Chicago Transformational Teachers Institute (CTTI). The CTTI program provides math and science leadership development for CPS high schools to create and/or enhance and offer a well-developed fourth-year mathematics or science course at their respective schools. This enhances the opportunities for high school students to be better-prepared for post-secondary mathematics and science.

DELIVERABLES:

DePaul provided CTTI mathematics coursework, MAT 699 - Logic and Nature of Mathematics, for the Winter 2012 term (January 3, 2012 - March 3, 2012). This was planned for and provided to 14 CPS high school teachers.

OUTCOMES:

The key outcomes of the CTTI program include teacher-led work in the refinement, implementation and vertical articulation of rigorous 12th grade (including Advanced Placement) mathematics and science curricula; as a result, creating increased options for CPS students to enroll in more challenging courses of study in mathematics and science, leading to increased postsecondary options.

COMPENSATION:

DePaul University shall be paid the sum of \$34,300.

AFFIRMATIVE ACTION:

A review of Minority and Women Business Enterprise participation was precluded due to completed contract performance.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Mathematics and Science, 13710, \$34,300

CFDA#: Not Applicable

Vice President Ruiz abstained on Board Report 12-1219-PR5.

12-1219-PR6

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH ILLINOIS
STUDENT ASSISTANCE COMMISSION (ISAC) FOR A SOFTWARE LICENSE AND RELATED
SERVICES FOR XAP TRANSITION PREMIUM EDITION**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Illinois Student Assistance Commission (ISAC) for a software license and related services to provide sixth through twelfth grade students with access to Transitions Premium Editions (*What's Next Illinois*) hosted by Xap with specific modifications requested by the Board to the Office of Pathways to College and Career at a total cost for the option period not to exceed \$200,000. A written document exercising this option is currently being negotiated. No payment shall be made to Illinois Student Assistance Commission during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 98057
ILLINOIS STUDENT ASSISTANCE
COMMISSION
1755 LAKE COOK RD.
DEERFIELD, IL 60015
Andrew A. Davis
847 948-8500X4302

USER INFORMATION :

Project 10850 - K-12 Advising
Manager: 125 South Clark Street
Chicago, IL 60603
Boyd, Mrs. Marcia L
773-553-2078

Project 10850 - K-12 Advising
Manager: 125 South Clark Street
Chicago, IL 60603
Karpouzian, Miss Barbara Ann
773-553-2078

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 12-0125-PR11) in the amount of \$200,000 was for a term commencing February 14, 2012 and ending December 31, 2012, with the Board having 1 option to renew for a 1 year term. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for 1 year commencing January 1, 2013 and ending December 31, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

ISAC will continue to license the Xap Transitions Premium Edition (What's Next Illinois) solution to the Board. Transitions is a comprehensive set of tools that enables the Board to track, report and account for student's college and career exploration activities; provides users with quality information, insight, guidance and tools to achieve success in college and careers. It combines career exploration and guidance with personal planning and preparation to enable users to make more informed, focused decisions about education and training aligned to each students' individual learning plans (ILP).

DELIVERABLES:

ISAC will i) provide the Board with individualized learning plans; ii) provide an electronic transcript solution; iii) implement high school, college and career exploration components; iv) upgrade and report Board customized milestones; v) provide ten days of training; vi) provide comprehensive data reporting; vii) provide on-line test prep.; and, viii) provide dedicated technical and client support services.

OUTCOMES:

ISAC's services will result in CPS students having developed electronic portfolios that warehouse their high school, college and career plans. The Board will be able to track the specific college and career planning activities that are engaged in by CPS students.

COMPENSATION:

The Board will pay ISAC in accordance with the prices contained in the renewal agreement; total for the option period not to exceed the sum of \$200,000.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, software license agreements are exempt from MBE/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 369, Early College and Career Citywide, 13729, \$200,000

FY13 \$100,000

FY14 \$100,000

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).

12-1219-PR7

**APPROVE ENTERING INTO AGREEMENTS WITH EXTERNAL PARTNERS TO PROVIDE
OUT-SCHOOL-TIME PROGRAMS AND SERVICES THROUGH THE 21ST CENTURY COMMUNITY
LEARNING CENTERS (21ST CCLC) GRANT**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various not-for-profit organizations to provide Out-of-School Time programs and services to the Office of Pathways to College and Career's Department of Academic Learning and Supports, students and their families in the Chicago Public Schools Community Schools Initiative (CSI) at a total cost not to exceed \$14,647,500 in the aggregate. Vendors were selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Purchasing Officer. Written agreements for Vendor's services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their 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.

Contract Administrator : Holloway, Mr. Craig A / 773-553-2280

VENDOR:

- 1) Vendor # 46701
METROPOLITAN FAMILY SERVICES 7
1 NORTH DEARBORN-10TH FLR.
CHICAGO, IL 60602
Colleen Jones
312 986-4135
- 2) Vendor # 30499
YMCA OF METROPOLITAN CHICAGO 3
YMCA
INGLESIDE, IL 60041
Susan Kennedy
847 546-8086
- 3) Vendor # 27486
SOUTHWEST ORGANIZING PROJECT
2609 W. 63RD STREET
CHICAGO, IL 60629
Jeff Bartow
773 471-8208

USER INFORMATION:

Contact: 11375 - Academic Learning and Support
125 S Clark
Chicago, IL 60603
Ray, Miss Adeline O
773-553-2127

TERM:

The term of each agreement shall commence on January 1, 2013 and end July 31, 2017. These agreements shall have no options to renew.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

CSI Partners shall work with the Partner School(s) to fulfill the goals of the CPS Community Schools Initiative (CSI), including the following: (1) Improve the physical, social and emotional well-being of participating students, and (2) Improve student academic development and performance, (3) Serve the students with the greatest need, (4) Increase parental and family engagement with students, and (5) Improve daytime attendance. To accomplish these goals, the CSI Partner shall provide out of school time educational, cultural, and recreational activities tailored to meet the needs of high-risk students and their families. Adult family activities and services may take place during the regular school day. Student and family activities and services will be tailored to the needs specific to each site as determined, in part, through the CSI Needs Assessment.

All CSI Partners will provide programs in the following categories: (1) academic programs for students, (2) health services and referrals for students and families, (3) social emotional learning and supports, for students and families, (4) enrichment and recreational activities for students, and (5) family programming. The programs provided must align to the Illinois Common Core Standards, Continuous Improvement Work Plan and the Illinois Social and Emotional Learning Standards, where relevant. Students and their families shall be able to choose from a variety of recreational, cultural, and enrichment activities that provide opportunities to explore and develop skills, talents and hobbies.

A. Minimum program and service requirements for student and adults will be based on total school enrollment. Currently, CPS Community Schools are required to serve a minimum of 75-300 students and offer out of school time for a minimum of 12 hours per week. Parent programming must be offered for a minimum of 5 hours per month/50 hours per school year, for a minimum 35-60 adults per school site.

B. Establish and maintain a CSI Advisory group (which shall include teachers, parents, principal, community members and the partner agency) that shall have the primary responsibility for program guidance.

C. Coordinate activities and manage the operation and resource allocation at each CPS Community School in collaboration with the oversight provided by the Manager-Community Schools Initiative (Board's Program Officer)

D. Manage and supervise the CSI Resource Coordinator, who will identify and secure programs and resources offered in the school, as well as ensure that students and families have access to them. The CSI Resource Coordinator will provide administrative oversight for all out of school time programming. The CSI Resource Coordinator will report to the Principal, CSI Partner and CPS-CSI.)

E. Using the CSI Needs Assessment tool, implement a menu of needs-based, high quality programs and services in adherence with the CPS Community School Initiative model that include, but are not limited to, early childhood programs, expanded learning and enrichment opportunities, health services, parent/family engagement, adult education, direct material assistance and interventions for targeted students.)

F. Provide or secure the activities and programs specified in the Scopes of Services in accordance with the CSI program guidelines established by the Board's Program Officer).

G. Maintain regular communications with the Board's Program Officer regarding CSI management, activities and progress.)

H. Meet with the Board's Program Officer as requested to review program progress and deficiencies.

I. Prepare and submitted to the Board's Program Officer at regular intervals the following items and such other items as reasonably requested by the Board's Program Officer: attendance information (via the CPS online attendance reporting system), number of active participants, and summary of program effectiveness.

J. Participate in all evaluation activities associated with the CPS Community Schools Initiative (e.g. program quality assessment, surveys, interviews, site visits, etc.): support the research/evaluation of the Community Schools Initiative by supervising and coordinating the collection of data, timely submission of reports and responses to other requests for information made by the Board's Program Officer.

K. Participate in program audits in collaboration with CSI Resource Coordinators and the CPS Community Schools Initiative.

L. Share the knowledge gained working with families and the community with the Board's Program Officer.

M. Help teachers and school staff develop important insights and understand how to work more effectively with parents and the school community.

N .Help ensure that parents, teachers, students, and community members remain engaged in a common purpose, together with other members of the CSI Advisory Committee.

O. Oversee the CSI Resource Coordinator who will serve as the primary liaison between the school, CPS Community Schools Initiative, CSI Partner, other partnerships, and the community. The CSI Resource Coordinator may be employed by the CSI Partner or may be a CPS employee. This decision will be made in collaboration with the school principal.

P. The CSI Partner will maintain a constant presence at each of its partner schools by hiring, training, supervising, and supporting the CSI Resource Coordinator.

Q. Provide important guidance to the CSI Resource Coordinator, and help him/her identify and secure services from other nonprofits and external sources.

R. Facilitate an active and cooperative working relationship with the CSI and school principal.

S. Participate in the CSI community-based assessment of needs and assets to help inform the development of a formal strategic plan (CSI Service Plan).

T. Participate in all meetings and professional development activities associated with the CPS Community Schools Initiative as required.

U. Perform outreach services in collaboration with CSI to involve the community and non-public educational institutions

V. Coordinate activities and manage the operation and resource allocation at each CSI school in collaboration with the oversight provided by the CPS CSI staff.

W. Work cooperatively with all stakeholders to present the stipulations of the CSI and to monitor the fulfillment of CSI requirements.

DELIVERABLES:

For each year of the term, each CSI Partner shall provide to the CPS Community Schools Initiative a Service Plan (Proposal) and Budget detailing the deliverables that such Partner proposes to provide that year. Such Proposal and Budget must be signed and approved by the CPS CSI Program Officer or his/her designee, by each assigned school principal and by the CSI Partner prior to the CSI Partner providing any services or deliverables. Deliverables shall vary according to each school partnership's Proposal and Budget. The CPS CSI staff shall monitor receipt of the services and deliverables.

OUTCOMES:

CSI Partners' services will result in the following: improvement of the physical, social and emotional well-being of participating students and their families, improved student academic development and performance, increased number of high-needs students served in participating schools, increased parental and family engagement with students, and improved daytime attendance.

COMPENSATION:

The aggregate amount to be paid to all CSI Partners during this term shall not exceed the sum of \$14,647,500. From time to time, the Chief Executive Officer may reallocate funds among the Partners and change school assignments. Prior to the commencement of each subsequent year of the term, the Partners shall submit a proposal for such year and the Board's Program Officer or designee shall establish a maximum compensation amount to be paid to each Partner during such year. Partners shall be paid monthly as invoices are submitted and verified. The CPS CSI staff shall monitor payments: 1) to assure that the aggregate amount paid to each Partner during any single year does not exceed the annual allocated or reallocated amount for that Provider; and 2) to assure that the amount paid to all Providers during the Term does not exceed \$14,647,500 in the aggregate.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Executive Officer to change Partner School assignments and allocate and reallocate funds among the various Partners without additional Board authority provided such reallocations do not cause compensation payable under this Board Report to exceed \$14,647,500 in the aggregate. Authorize the Chief Executive Officer to execute all ancillary documents required to administer or effectuate these agreements.

AFFIRMATIVE ACTION:

Pursuant to the 2007 Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination will be made as to when transactions should be excluded from contract-specific M/WBE goals. It has been determined that the participation goal provisions of the program do not apply to transactions where the pool of providers includes not-for-profit organizations.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Fund 324, Academic Learning and Support - City Wide, 11379, \$14,647,500

FY13 - \$3,150,000

FY14 - \$3,150,000

FY15 - \$3,150,000

FY16 - \$2,385,000

FY17 - \$2,362,500

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).

President Vitale abstained on Board Report 12-1219-PR7.

12-1219-PR8

AMEND BOARD REPORT 12-0822-PR5**APPROVE EXERCISING THE THIRD OPTION TO RENEW THE AGREEMENT WITH ILLINOIS RESTAURANT ASSOCIATION EDUCATION FOUNDATION FOR EDUCATION SERVICES****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the third option to renew the agreement with Illinois Restaurant Association Educational Foundation (IRAEF), a *not-for-profit* foundation, to provide consulting services to the Office of College and Career Preparation at a cost for the option period not to exceed ~~\$76,700~~ \$96,158. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant 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 amended Board Report. Information pertinent to this option is stated below.

This December 2012 amendment is to add three (3) high school programs to the Board Report and to increase the not to exceed amount by \$19,458 to demonstrate actual costs for these educational services.

VENDOR:

- 1) Vendor # 25249
ILLINOIS RESTAURANT ASSOCIATION
EDUCATIONAL FOUNDATION
33 WEST MONROE, STE 250
CHICAGO, IL 60603
Kathy Summers
312 787-4000X147

USER INFORMATION :

Contact: 13725 - Early College and Career
125 S Clark Street
Chicago, IL 60603
Verma, Mrs. Vandna
773-553-2108

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 09-0826-PR20) in the amount of \$168,999 was for a term commencing September 1, 2009 and ending August 31, 2010, with the Board having 3 options to renew for 12 months each. The agreement was renewed (authorized by Board Report 10-0825-PR10) for a term commencing September 1, 2010 and ending August 31, 2011. The agreement was renewed again (authorized by Board Report 11-0824-PR12) for a term commencing September 1, 2011 and ending August 31, 2012. The original agreement was awarded on a non-competitive basis because there are no other national or local organizations that offer this same type of service.

OPTION PERIOD:

The term of this agreement is being renewed for 1 year commencing September 1, 2012 and ending August 31, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

IRAEF will connect CPS Culinary students in 9 high schools with restaurant industry professionals in order to increase the number of students matriculating into college and transitioning into viable careers. IRAEF will provide students with intensive work-based learning opportunities including internships, job shadows, and work-place site visits. IRAEF will also provide students with opportunities to earn the nationally recognized ProStart certification and attend an overnight Culinary Summer Camp. IRAEF will support teachers by providing quarterly and summer professional development experiences and managing logistics for career connecting activities including guest speakers, competitions, showcases and restaurant industry-based events.

DELIVERABLES:

IRAEF will deliver:

- At least ~~50~~ 65 internships, job shadows and ~~14~~ 20 work-place site visits in a variety of food service establishments with a focus on entry-level management.
- Internship completion certificates.
- A 5-day culinary summer camp to expose 30 rising seniors to additional culinary training during Summer ~~2012~~ 2013.
- A single-day culinary summer camp to expose at least 30 rising juniors from Fenger High School to additional culinary training during Summer 2013.

- Job readiness and life skills training for students in the 7 & 8 ProStart Culinary programs, serving approximately ~~300~~ 445 students.
- Hospitality scholarship workshops.
- Logistics management for the mayor's Showcase Dinner, guest speakers, site visits and job shadow days.
- Access to the ProStart Invitational and other restaurant management related competitions and events for three schools.
- Coordination of the national ProStart examination administration to facilitate increased student certification.
- 3 restaurant management professional development for teachers per year.
- Monthly progress reports.

OUTCOMES:

Students enrolled in participating culinary programs will have the opportunity to receive job readiness and soft skills training to prepare them to succeed in whatever post-secondary path they choose. Students will be prepared to enter the workforce by their participation in job shadowing, work-based learning experiences and prearranged interviews at food service establishments offered by the IRAEF. Teachers will receive increased content area knowledge from the professional development opportunities.

COMPENSATION:

Consultant shall be paid during this option period as follows: two payments of ~~\$38,350~~ \$48,079 each due in December 2012 and June 2013; total not to exceed the sum of ~~\$76,700~~ \$96,158.

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 Career and Technical Education director to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the FY13 federal Perkins grant
Unit 13725 and 13727
Fund 369, Early College and Career - City Wide, 13729, FY13 \$96,158
~~13727-369-54125-140505-474558-2013~~ \$76,700.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

12-1219-PR9

**APPROVE ENTERING INTO AGREEMENTS WITH HEARING OFFICERS FOR EXPULSION,
TRUANCY, TUITION RESIDENCY, AND BOARD RULE 6-28, 6-29, AND 6-30 HEARINGS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Various Vendors to provide hearing officer services to the Office of Pathways to College and Career, Department of Youth Development and Positive Behavior Supports; and Office of Family and Community Engagement, Department of LSC Relations at a cost not to exceed \$517,500 in the aggregate. The hearing officers were selected on a competitive basis pursuant to a Request For Proposals (RFP) process. Written agreements for each hearing officer's services are currently being negotiated. No payment shall be made to any hearing officer prior to the execution of such hearing officer's written agreement. The authority granted herein shall automatically rescind as to each hearing officer 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 listed below.

Specification Number : 12-250042

Contract Administrator : Seanior, Miss Pamela Dorcas / 773-553-2280

USER INFORMATION :

Contact: 10895 - Youth Development and Positive Behavior Supports
125 South Clark Street
Chicago, IL 60603
Trevino, Miss Maria Za
773-535-5100

Contact: 10910 - LSC Relations
125 S Clark Street
Chicago, IL 60603
Villasenor, Mr. Jose Baltazar
773-553-4224

Project Manager: 10895 - Youth Development and Positive Behavior Supports
125 South Clark Street
Chicago, IL 60603
Ford, Miss Kishasha Talitha
773-535-5100

TERM:

The term of each agreement shall commence January 1, 2013 and shall end June 30, 2015. Each agreement shall have one (1) option to renew for a period of two years under the same terms and conditions as the original agreement.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Each hearing officer shall act as a hearing officer for student expulsion hearings, truancy hearings, or tuition residency hearings, and Local School Council Hearings - Board Rule 6-28, 6-29 and 6-30, as assigned by the General Counsel or his designee.

DELIVERABLES:

Each hearing officer shall prepare a written summary of the evidence taken at the hearings, together with a recommendation, and forward that summary to the appropriate department.

OUTCOMES:

The hearing officers shall render impartial recommendations to the Chief Executive Officer or her designee.

COMPENSATION:

For expulsion and truancy hearings, the hearing officers shall be paid as follows: a) \$75.00 per completed hearing and submission of a written report, including a summary of the evidence and a recommendation; and b) \$20.00 for every hearing assigned but canceled or postponed without 24 hours notice and not held on the day scheduled. For tuition residency and Board Rule 6-28, 6-29 and 6-30 hearings, the hearing officers shall be paid at the rate of \$100.00 per hour. Total compensation payable to all hearing officers shall not exceed \$113,500 in FY13, \$207,000 in FY14 and \$207,000 in FY15.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The goals for this agreement are 25% total MBE and 5% total WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

Participation will be achieved through the following:

Total MBE - 43%

Cory E. Oshita
Helen Ashford
Louis Robles Jr.

Total WBE - 29%

Joann Broderick Harms
Lynn Brahlin

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Youth Development and Positive Behavior Supports, 10899, FY13 \$113,500
Fund 115, Youth Development and Positive Behavior Supports, 10899, FY14 \$207,000
Fund 115, Youth Development and Positive Behavior Supports, 10899, FY15 \$207,000
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).

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|---|--|
| <p>1) Vendor # 76721
ASHFORD, HELEN
840 EAST 87TH STREET., STE 208-A
CHICAGO, IL 60619
Helen Ashford
281 222-5265</p> | <p>6) Vendor # 94497
ROBLES, LOUIS JR.
1033 WEST 14TH PLACE #135
CHICAGO, IL 60608
Louis Robles Jr.
312 206-1820</p> |
| <p>2) Vendor # 83022
BRAHIN, LYNN H
360 E. RANDOLPH #2001
CHICAGO, IL 60601
Lynn Hirshfield Brahin
312 565-2664</p> | <p>7) Vendor # 48864
TED G. GOLDSMITH
7339 N. OAKLEY
CHICAGO, IL 60645
Ted Goldsmith
773 319-7779</p> |
| <p>3) Vendor # 96322
HARMS, JOANN BRODERICK
219 SOUTH OWEN STREET
MT. PROSPECT, IL 60056
Joann Harms
847 338-3311</p> | |
| <p>4) Vendor # 98905
MICHAEL S. REICH
419 WEST 38TH STREET-UNIT 1
CHICAGO, IL 60609
Michael Reich
773 538-0432</p> | |
| <p>5) Vendor # 96375
OSHITA, CORY ELI
4065 N. ELSTON AVE.
CHICAGO, IL 60618
Cory Oshita
773 619-1141</p> | |

12-1219-PR10

**APPROVE THE AWARD OF CONSTRUCTION CONTRACTS AND APPROVE CHANGES TO
CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT
PROGRAM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the award of Capital Improvement Program construction contracts in the total amount of \$1,605,757.09 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$2,165,016 as listed in the attached December Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

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

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

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

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482
will be used for all Change Orders (December 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).

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Appendix A
December 2012

SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM.	ACTION	PROJECT SCOPE AND NOTES	REASONS FOR PROJECT
Chicago High School for the Arts	K.R. Miller Contactors	2435074	JOC	\$ 207,990.82	10/11/2012	12/21/2012	2012	AA	H A WBE	Provide make-up ventilation air in the existing lunchroom; provide new gymnasium radiator gate valve and remove antiquated wall and ceiling mounted exercise equipment; exterior masonry replacement and tuckpointing at the existing switchgear room; new exterior gates at entries 3 and 5; provide new bollards at playlot; provide A-I phone substation at Principal's Office; provide A/C units at 3 classrooms for new special needs student.	2
Fuller School	All-Bry Construction Company	2435086	JOC	\$ 80,189.36	10/11/2012	10/30/2012	2012			The scope on how to address the sink-hole was identified early on but not addressed by the ACR. By the time it was fully scoped and a solution designed, the ACR (who has not been performing to par) had finally completed the scope of the main project. In order to (a) develop the scope swiftly and correctly and (b) perform the necessary work over the summer, the scope pertinent to the sink-hole at the parking area was separated.	1
Morgan Park High School	K.R. Miller Contactors	2435083	JOC	\$ 637,917.19	10/11/2012	1/2/2013	2012			The scope of the work is to provide new drywall and suspended acoustical tile ceilings in 3rd floor classrooms, corridors and support spaces as indicated on the drawings. The scope also includes electrical and mechanical work to relocate ceiling mounted components affected by this work.	1
Nightingale Elementary	K.R. Miller Contactors	2438688	JOC	\$ 173,085.00	10/18/2012	1/15/2013	2012			Asphalt and concrete work in the parking lot. These are essentially patches for degraded asphalt in spot locations. Concrete beam repair at the ceiling of Room 105 and at the parapet wall just outside of the same room. Removal and replacement of the roof over the bay window of Room 105. Plaster repair and painting of walls in Room 105 damaged by water infiltration. Waterproofing at gap of coping stone at roof over bay window. Rebuild on the existing parapet walls at roof over bay window.	4
Parkman Elementary	K.R. Miller Contactors	2438689	JOC	\$ 46,461.85	10/18/2012	8/6/2013	2012			Parkman school needs electrical outlets installed in order to operate 80 donated laptops.	8
Robeson High School	K.R. Miller Contactors	2435079	JOC	\$ 373,746.73	10/11/2012	11/30/2012	2013			Address the structural deterioration of the northeast wall of the building. The project involves replacement of the existing 3rd floor steel lintels, steel bracing and adjacent exterior veneer and interior CMU, as well as repairs to the portions of the masonry at the 3rd floor allowing water infiltration. The intent of this scope is to temporarily stabilize the masonry in order to remove temporary fencing and pedestrian canopies.	1
Stem Magnet Academy	Wight & Company	2450105	JOC	\$ 86,366.14	11/16/2012	1/11/2013	2012			Refurbishment of the existing mechanical systems in multipurpose rooms and select boys & girls toilets. Includes refurbishment of roofing, roof curbs and rooftop equipment enclosures, wall & ceiling repairs and duct cleaning.	2
				\$ 1,605,757.09							

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

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Fuller School	2012-23271-SIT	\$80,189	All-Bry Construction		\$18,847	\$0	\$99,037	23.50%
			<u>Change Order Descriptions</u>					
			• Wire the new furniture tables, install ground receptables, voice/data outlets and provide new circuitry to accommodate required in room.	\$18,847				
Piccolo Elementary School	2012-24781-CSP	\$2,497,958	Wight Construction (Wight & Company)		\$19,278	\$516,258	\$3,033,494	21.06%
			<u>Change Order Descriptions</u>					
			• Prepare and paint all radiator covers found in the corridors of the 1965 additions (floors 1 and 2 only). Covers are to be painted the same color as the wall above (BM Hazlewood 1005).	\$9,715				
			• Remove the damaged portion of wood floor and subfloor structure. Prepare existing roof drain line for new cleanout cap. Provide and install new cleanout cap and ensure a water light fit. Entire room is to receive new floor joists and new treated plywood subfloor to bring the finished floor level up to level prior to demolition.	\$7,462				
			• Replace the existing non-working contractor in panel EP1 (located in the basement)	\$1,573				
			• Install (1) 20 amp receptacle for copy machine in room 212 and remove (2) existing lights that were in the way of installation of new security gates.	\$528				
Healy School	2012-23651-NPL	\$185,642	Wight Construction (Wight & Company)		\$3,739	\$33,416	\$222,797	20.01%
			<u>Change Order Descriptions</u>					
			• There were two benches in the area prior and the school would like them replaced so that parents and teachers will have a place to sit.	\$3,739				
Darwin School	2011-22881-ADA	\$4,321,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$444	\$722,782	\$5,044,226	16.74%
			<u>Change Order Descriptions</u>					
			• Provide "H" design Grab Bar for Annex Unisex Room 210.	\$444				
Corliss High School	2012-46391-ICR	\$171,135	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$19,065	\$1,923	\$192,124	12.26%
			<u>Change Order Descriptions</u>					
			• To avoid conflict with discovered beam in masonry wall at door 616A, an alcove will need to be constructed to the north east corner of the room, taking over a portion of adjacent P.E. office. Door 616A shall be re-located to this alcove, on the east side of column "HH"-4A". Re-install brick masonry removed thus far from demolition work to restore fire protection to steel beam.	\$16,148				
			• Re-route existing phone and data lines referred to in RFI from basement up through first floor slab to location on east side of east wall running along column line "H-H" and repair / reconnect as required to restore data and phone service.	\$2,451				
			• Provided that mortar bed thickness exceeds range height of floor drains to reach tile elevation without violating ADA slope requirements, provide extension collars to drains to provide the additional height needed to bring strainers to top of tile and to maintain ADA compliant slope (1/8"-1/4" per foot).	\$467				
Fulton School	2013-23281-MEP	\$254,545	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$28,116	\$0	\$282,662	11.05%
			<u>Change Order Descriptions</u>					
			• Provide cost proposal to furnish and install (5) window A/C units and all associated work for Classrooms 106, 204, 206, 304, and 306.	\$28,116				
Herzl School	2012-23771-MCR	\$6,871,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$105,247	\$731,101	\$7,707,348	10.92%

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			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> Remove existing deteriorated masonry from light wells down to solid masonry and rebuild per construction documents. 	\$19,191				
			<ul style="list-style-type: none"> The removal of the existing drywall soffit on sheet A208 up to align with the existing door transom in room 203. Remove portion shown and additional vertical soffit / clay tiles up to the floor slab above. Where soffit has been removed, patch and infill as necessary to create a level surface with adjacent plaster wall and ceiling. Paint to match existing surfaces. 	\$10,000				
			<ul style="list-style-type: none"> Option 1 Relamp and reballast all of the 16 existing light fixtures. Option 2 Remove & replace all 16 existing lighting fixtures with the same/similar fixture that was used in GYM 330. Lithonia, fluorescent high bay IBZ fixtures with shatter proof lamp and cages. 	\$8,849				
			<ul style="list-style-type: none"> Price two options for the lighting in Room 217. Option 1-Relamp and reballast all of the 16 existing light fixtures. Option 2- Remove and replace all 16 existing lighting fixtures with the same/similar fixture that was used in Gym 330. Lithonia, fluorescent high bay IBZ fixtures with shatter proof lamp and cages. 	\$8,849				
			<ul style="list-style-type: none"> Provide access panels in the ceiling of Gym 330 and cut sheet. The access panel to be similar to the included cut sheet. Contractor to locate existing black iron grid and adjust openings per existing grid. 	\$6,597				
			<ul style="list-style-type: none"> Girls 206A-Remove existing toilet paper holders and install new, install new mirror, install new toilet seat where missing water lost. Boys 237 Install new mirror/remove existing toilet paper holders/install new. Toilet 212 Remove existing toilet paper holders and install new and provide new hand dryer. Girls 250 Install new partition door to match existing, install new mirror, remove existing toilet paper holders and install new. Boys 245 Remove existing toilet paper holder and install new, install new mirror, install new toilet seat where missing water closet. Girl 118 Install 1 extra hand dryer. Boys 145 Install 1 extra hand dryer. Girls 165 Remove existing toilet paper holders and install new hand dryer. 	\$6,211				
			<ul style="list-style-type: none"> Provide Electrical header in Room 244. Existing radiator piping was abandoned down to the basement due to linking pipes several years ago. 	\$5,698				
			<ul style="list-style-type: none"> The AOR provided power and data/voice in Room 119 per CPS requirements and scope. AUSL's actual use of the room differs from this original scope. This bulletin reflects the change per AUSL's current layout. Provide one voice outlet to the existing Power/Data outlet on the North wall west corner of 119. Also extend existing wire mold on North wall east and provide a voice/data and power outlet in existing wire mold on the East side of the North wall. 	\$3,792				
			<ul style="list-style-type: none"> Provide one voice outlet to the existing Power/Data outlet on the North wall west corner of 119. Also extend wire mold on North wall east and provide a voice/data and power outlet in existing wire mold on the East side of the North wall, to match AUSL's actual use of the room. 	\$3,792				
			<ul style="list-style-type: none"> In Room 120 and 118 remove and salvage existing wall base and shoe to be reinstalled. Use wood sleepers and 3/4" plywood to level floor 1.5" (4.5" for room 118) to match the existing height of concrete floor. Install VCT flooring over plywood to match existing VCT floor. Install salvaged wall base and shoe in closet and paint door inside and out to match trim. 	\$3,749				
			<ul style="list-style-type: none"> Provide 14 in. high curbs for the two exhaust fans on roof B006. 	\$3,828				
			<ul style="list-style-type: none"> Due to the discover of damaged masonry around the existing flue. Remove existing damaged masonry, three courses down and rebuild masonry up around flue and flash. 	\$3,355				
			<ul style="list-style-type: none"> Provide 14" high curbs for the two exhaust fans on roof B006. Use roof curb detail on 6/M-201. Included exhaust fan on A001. 	\$3,268				
			<ul style="list-style-type: none"> Provide 12"x18" transfer grills above the doors at the new partition walls on the third floor. Provide 12"x18" transfer grills above the doors at the new partition walls on the third floor. 	\$2,734				
			<ul style="list-style-type: none"> Provide vent into Assistant Principal's Office 217C. 	\$2,702				
			<ul style="list-style-type: none"> Provide access door for new recessed valves in Room 118A. 	\$2,662				

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Hanson Park School	2011-24461-BLR	\$6,426,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	<ul style="list-style-type: none"> Removed existing damaged roof substrate at Roof B008(90 Sq.Ft.) and Roof B007 (70 Sq. Ft.) and all associated damaged items to solid surface. Replace with wooden sleepers and 3/4" exterior plywood at B008(90 Sq. Ft.) and Roof B007(70 Sq. Ft.). Continue installing roofing membrane. 	\$1,930			
				<ul style="list-style-type: none"> Removed existing damaged roof substrate at Roof B008 (90 Sq. Ft.) and Roof B007 (70 Sq. Ft.) and all associated damaged items to solid surface. Replace with wooden sleepers and 3/4 in. exterior plywood at B008 (90 Sq. Ft.) and Roof B007 (70 Sq. Ft.). 	\$1,930			
				<ul style="list-style-type: none"> Remove awning at auditorium above doors 124A and 124B. Patch, sand and paint we demolition has occurred. 	\$1,807			
				<ul style="list-style-type: none"> Upon the discovery of the steel lintel in the existing masonry wing wall, the GC continued to remove all brick underneath lintel. In order to restore adequate support for the two lintels exposed, masonry is to be restored underneath. 	\$1,660			
				<ul style="list-style-type: none"> Existing hatch removed and hole filled in with masonry. Due to this being the only access to the gym ceiling. Provide access hatch at the wall between B005 and B004 and credit masonry infill work. 	\$1,484			
				<ul style="list-style-type: none"> Provide a new voice line in room 244 on the North wall west side per AUSL request. 	\$1,359			
					\$76,354	\$565,396	\$7,067,750	9.99%
Locke School	2012-24231-PKC	\$699,130	OCA Construction, Inc.	<u>Change Order Descriptions</u>				
				<ul style="list-style-type: none"> Accelerate installation of mechanical system by four weeks. To insure operation for the start of heating season. 	\$76,354			
					\$35,229	\$28,489	\$762,848	9.11%
				<u>Change Order Descriptions</u>				
				<ul style="list-style-type: none"> Add interior painting at all Classrooms walls/ceilings and interior columns, classroom window trim and frames, interior vestibule walls/ceilings, interior hollow metal doors and frames, and exterior hollow metal doors and frames. Interior wall paint to match paint at main building. Hollow metal doors and frames paint color to match that previously specified for exterior siding. Paint toilet room hollow metal frames to match wall color paint as noted above. 	\$13,915			
				<ul style="list-style-type: none"> Remove all T12 lamps and ballasts from existing 1x4 light fixtures and replace with new T8 lamps and electronic ballasts per section 265100 Interior Lighting. Clean all 1x4 acrylic lenses. 	\$11,921			
				<ul style="list-style-type: none"> Add 240V heat trace system for exposed exterior piping under modular units. Add scope to remove existing door cylinders and replace with new at four (4) existing emergency egress doors and key per building engineer requirements. Coordinate cylinder manufacturer with building engineer. 	\$8,778 \$614			
Gary School	2012-23311-STR	\$341,344	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$30,133	\$0	\$371,477	8.83%

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			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">Repair the damage at window #27 and #32. Targeted repair work at the fire escape landings. The concrete stoop shall be removed in entirety to expose the structure below. Remove existing common brick material and rebuild with facebrick. Deteriorated brick below the stoop shall be removed. Remove as much material until sound construction is discovered. Original steel landing support members (ea. Side) shall be cleaned, scraped and abraded to remove all corrosion. Repaint per specifications. At stoop area, install with slope for positive drainage. Provide rubberized asphalt flashing over repaired and primed substrate. Provide new lead coated copper sheet metal flashing at stoop. Provide new cast stone, or limestone stoop. All existing steel is to be primed with Zinc rich primer and painted with finish coats per specifications.	\$22,466				
			<ul style="list-style-type: none">The mortar joints above the newly rebuilt brick at the two window openings #36 and #4 exhibit deterioration. Remove the joints in the seven brick courses above the two ground floor openings for the full width of the opening. Remove the existing mortar and sealant joints at the limestone sill above the two openings and repoint.	\$1,454				
			<ul style="list-style-type: none">At each opening under the fire escape on the west elevation upon removal of the masonry, the existing channel lintel has been found to be severely corroded. Remove the corroded member, and all steel corrosion from the masonry wall. Cut away bracing plates carefully so as not to damage first I-section lintel behind corroded channel. Provide new galvanized steel channel C7x9.75. Install brace plate for bracing between new channel and existing I-section to remain.	\$6,214				
Lawrence School	2012-24261-NPL	\$267,207	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$21,375	\$909	\$289,491	8.34%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">GC to bring in a 400 series excavator to excavate/trench the discovered materials to the furthest extent in order to proceed with base scope. Have Fence Masters bring in a different auger with a diamond tip drill bit to get through this material and down to a depth of 46" for playground footing.	\$21,375				
Spencer Academy	2012-25441-ICR-1	\$420,974	OCA Construction, Inc.		\$34,231	\$0	\$455,205	8.13%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">Accelerate schedule to complete interior work for start of school.	\$24,974				
			<ul style="list-style-type: none">When the bookshelves were removed in the closet areas it was discovered that there was no existing plaster. This area is to be painted. Additional plaster was required. The flooring in the two classroom area required underlayment. Provide underlayment as per flooring manufacturer. Obtain proper documentation and warranty for flooring. Provide steel plate lintel. Provide plaster.	\$7,893				
			<ul style="list-style-type: none">To accommodate about 1-1/4 to 1-1/2" elevation difference from corridor to Classroom 202, provide "Pemko-Modular Ramp Threshold Assemblies - Variables" and "Pemko-Miter Returns for Modular Ramp Thresholds" at 2-doors into Classroom 202.	\$1,364				
Chicago High School for the Arts (Former Doolittle West)	2012-63051-CSP	\$6,408,000	Walsh Construction Company		\$85,358	\$396,677	\$6,890,035	7.52%

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			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> Due to the new floor drains not being able to hit the existing invert, we need to provide a duplex ejector pump. 	\$58,796				
			<ul style="list-style-type: none"> Infill masonry of existing door opening in kitchen/lunchroom leading to the mechanical space. 	\$8,721				
			Remove the discovered foundation below the concrete slab at the boiler room area to accommodate the sump pump. Provide treated wood trim to accommodate the new lockers.					
			<ul style="list-style-type: none"> In lunchroom 001, Corridor 004, Bookroom, Tank room, and Corridor 02 replace 14 fittings, 8 couplings, 1 valve, and 30 LF of gas piping. 	\$8,369				
			<ul style="list-style-type: none"> Extend the gas line to the new locations of the range/oven, and two double stack ovens. 	\$3,604				
			<ul style="list-style-type: none"> Due to the new kitchen layout, kitchen manager needs power/telephone/data at new location. 	\$2,184				
			Extend power/phone/data from original location of kitchen manager on wall up running along ceiling and back down to new location (at NE corner of kitchen).					
			<ul style="list-style-type: none"> Remove new sink, faucet and all plumbing accessories from the countertop in classroom 304. Remove ±5 LF of countertop to remove location of sink. Provide new ±5 LF of plain countertop to match the existing countertop. 	\$1,656				
			<ul style="list-style-type: none"> Provide sheet metal cap wrapping around CMU wall 2" at each side at kitchen sneeze guard location. (±25 LF). 	\$1,410				
			<ul style="list-style-type: none"> Due to ventilation violation issued for inadequate existing ventilation in dance studio 256. GC will perform a testing and balancing of the existing supply and return air in Dance room 256. 	\$618				
Fuller School	2012-23271-CSP	\$1,896,423	IHC Construction Companies, LLC		\$23,857	\$107,779	\$2,028,059	6.94%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> Provide "art room" sink and new entry door in room 210. 	\$20,243				
			<ul style="list-style-type: none"> At Room 103, execute the following: SCRAPE, PREP AND REFINISH WITH SOLID STAIN COLOR ALL WOOD TRIM INCLUDING WOOD BASE, CHAIR RAIL, WINDOW TRIM, JAMB AND HEADS, WINDOW SILLS AND CHALK and TACK BOARD TRIM. PREP EXISTING FLOORING AND INSTALL NEW CARPET TILE. 	\$2,858				
			<ul style="list-style-type: none"> Paint all walls in Room 103, the Principal's office. Color is to match Sherwin Williams 7531 - Canvas Tan. 	\$756				
Marsh School	2012-24381-MCR	\$2,750,000	Blinderman Construction Company		\$70,379	\$112,423	\$2,932,802	6.61%

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			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">Below the gym a long beam was exposed and found to be in a deteriorated condition. Existing flange angles to be reinforced and additional web stiffeners added to the existing girder. Scrape, prime and paint beam after completion of structural repairs. Provide new cast stone sill above the girder over new flashing. Please provide pricing for (2) infill options: Option A: new metal panel infill on metal stud back-up. Option B: brick infill corbelled out from masonry wall below.	\$53,290				
			<ul style="list-style-type: none">The drinking fountains in the Parent Meeting Room 119 are to be removed. Proceed with capping the existing water supply and floor drain and remove the electrical conduit and wiring to the adjacent junction box.	\$924				
			<ul style="list-style-type: none">Replace interior exit hardware from doors 401, 601, 701 and 801 with panic bar device similar to set 47. This item was noted during the permit review.	\$7,952				
			<ul style="list-style-type: none">Select locations of deteriorated mortar above the roof flashing to be ground and replaced. Repair flashing at the juncture between the building addition west parapet and the original building south parapet. Remove and replace individual spalled brick units and associated deteriorated mortar at select locations and apply new caulking. Patch hole in the roofing. Repair laps that are starting to peel back at seams near the reglet.	\$4,966				
			<ul style="list-style-type: none">Beam ends from attic steel framing on the West elevation were exposed during masonry grinding activities. Cut the beams back flush with the outside face of the bearing plate below. Prep and paint steel ends and reinstall back-up and face brick masonry.	\$1,739				
			<ul style="list-style-type: none">The project superintendent from BCC reported that during removal of carpeting in the Engineer's Office (116 C), a few of the existing floor tile were adhered to the carpet and exposed black mastic tile adhesive. The environmental consultant GSG has been contacted and they will test the materials in question and prepare additional scope sheets, if needed.	\$1,145				
			<ul style="list-style-type: none">Paint wood benches in Gymnasium to match the new trim per school request.	\$363				
Lee School	2012-26331-SIP	\$3,314,800	Friedler Construction Co.		\$22,942	\$185,995	\$3,523,737	6.30%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">Provide and install new manufacturer supplied enclosures (Utility Cabinets, Filler Panels, or Combination of Both) at (6) locations in Module B where the new UV mechanical piping penetrates through the floor outside of the UV Cabinet. All enclosures are to match color, finish, and profile of the new UV's. End panels must also be provided at all open ends.	\$14,310				
			<ul style="list-style-type: none">For each exhaust fan EF-1 and EF-2, contractor to pull two new #12 AWG circuit conductors in existing raceway and replace existing 20A-1P circuit breaker with a new 15A-3P circuit breaker. Provide a 30A-3P, NEMA 3R, non-fused local disconnect switch for each exhaust fan in lieu of a control signal for each fan and locate in existing electrical room.	\$6,905				
			<ul style="list-style-type: none">Reroute the electrical feeds for exhaust fans EF-1 and TEF-1 at Module B. Provide new feeds from the new MP-1 panel at the Boiler Room 139.	\$1,542				
			<ul style="list-style-type: none">Unisex accessible and staff restroom sign.	\$186				
Clinton School	2012-22751-NPL	\$230,356	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$4,519	\$7,340	\$242,215	5.15%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">During demolition of the existing landing a cavity was discovered under the existing stoop. The area of an adjacent catchbasin was discovered to be washed out once the existing asphalt was removed. GC to backfill the cavity found under the existing landing with CA-7.	\$3,442				
			<ul style="list-style-type: none">Add cost for premium time to remove temporary fencing and power washing equipment only for the start of school.	\$1,077				
Mount Vernon School	2012-24601-MCR	\$4,099,000	All-Bry Construction		\$30,973	\$169,287	\$4,299,260	4.89%

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			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">During excavation of parking lot, following items were discovered at excavation: abandoned electrical vault; 1-1/2 in. buried conduit from existing school boiler room, feeding south Annex Building; abandoned foundation and concrete slab adjacent west boiler room entrance, existing Park District storm sewer line, connected to school storm manhole.	\$8,215				
			<ul style="list-style-type: none">Rewire two existing parking lot lights at north side of parking lot from existing park lights fed from school.	\$7,287				
			<ul style="list-style-type: none">HVAC replacement of 22 steam traps requested by Bldg Engineer.	\$5,383				
			<ul style="list-style-type: none">An add 1 3/8 in. steel reinforcing plate deteriorated steel channels at boiler window heads as shown on detail 9, A-404. During demolition and repair of boiler room steel channels, existing channels were discovered pushed out (waving in/out) from existing wall 1/2 to 1 in. due to expansion/contraction over the years and rusting. Cut new steel Intel angles and stone window trim back 1/2 to 1 in. so as not to be out of line with existing masonry piers, matching existing masonry profile for eleven window heads.	\$4,721				
			<ul style="list-style-type: none">Repair and replace leaking soil fixture discharge and water supply connection at fixture flush valves.	\$4,577				
			<ul style="list-style-type: none">During previous renovation, boy's bathroom 113, existing concrete beam was cut to install waste line from boy's bathroom at second floor.	\$790				
Galileo Academy	2012-29141-ADA	\$2,698,700	CMM Group, Inc.		\$25,104	\$101,740	\$2,825,544	4.70%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">The existing floor is uneven. Once the new doors were installed they would not open all the way because they rubbed on the existing wood thresholds. New thresholds should be installed at the flooring materials transitions.	\$19,442				
			<ul style="list-style-type: none">The floor under the existing lockers is unfinished. Once the new lockers are installed some of the existing floor will now be exposed. Remove the existing adhesive at existing floor. Provide a 1/2" x 6" beveled wood "threshold" to match existing floor at perimeter of new lockers to cover the existing floor and any gaps created from existing uneven surface.	\$5,662				
Chappell School	2012-22681-ADA	\$2,059,710	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$12,443	\$80,743	\$2,152,896	4.52%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">Changing Table.	\$5,000				
			<ul style="list-style-type: none">The scope at the new water tap restoration was to restore disturbed areas to original condition. In lieu of providing seeding per the scope, CPS has requested that this area be sodded. Provide 1,800sf of new sod at areas disturbed by construction traffic and water tap restoration to the West of the building.	\$3,498				
			<ul style="list-style-type: none">During the elevator inspection, the inspector requested that the heat detector and smoke detector be removed from the elevator pit, and that the shunt trip device be disabled. Remove the exit sign above the doorway in the gym.	\$3,187				
			<ul style="list-style-type: none">After the AOR reviewed the list of room names/numbers with the school, the school has requested a change to 8 of the signs. Provide 8 new signs based on the list provided by the school principal.	\$758				
Jefferson T. School	2011-23941-CSP	\$5,340,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$4,870	\$185,183	\$5,530,053	3.56%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">Chimney (three sides) remove and rebuild outer wythe of three courses of face brick above the common brick band/elevation. On the previous project (different GC) the stain on wood trim was to be redone per a punch list item. Coordination of this wasn't executed after the FHP arrived on site to continue the new project.	\$4,870				
Nash School	2012-24641-CSP	\$8,868,000	Walsh Construction Company		\$2,628	\$199,571	\$7,070,199	2.94%

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			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">Provide pricing for a new sheet metal pan, unistrut and threaded rod as shown on the enclosed sketch. Currently in the southwest corner of the gym in the annex building there's a roof drain that is dripping tar onto the finished wood floor. Taking a close look all sides of this drain show signs of the dripping - a pan is being provided to prevent this from ruining the new wood floor.	\$6,924				
			<ul style="list-style-type: none">In a few spaces there where built-ins that were installed over carpeting. These items were removed and now old carpet exists by itself in the library, main office and classroom 118. Provide pricing to remove carpet and install new vct, vct shall match each location.	\$1,337				
			<ul style="list-style-type: none">Provide a credit to not build new low height partitions, wood caps, electrical or data for southeast corner of library 222.	(\$5,633)				
Dixon School	2012-22971-BLR	\$5,199,000	All-Bry Construction		\$25,280	\$121,141	\$5,345,420	2.82%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">1. Remove the entire concrete slab in the Ash Room and cut any additional foundations below to accommodate a 5" concrete slab. (±110SF)	\$8,890				
			<ul style="list-style-type: none">2. Provide a 5" concrete slab with 6x6 - W2.4xW2.4 WWF reinforcement (±110SF)					
			<ul style="list-style-type: none">3. Provide minimal 5" CA-6 base course infill below concrete slab (Verify in field if additional fill is required)					
			<ul style="list-style-type: none">3. At the exterior door opening, remove portion of existing foundation wall below to accommodate new 8" thickened slab. (±25SF)					
			<ul style="list-style-type: none">4. At the exterior door opening, provide an 8" thickened slab. (±25SF)					
			<ul style="list-style-type: none">5. Provide minimum slope to the slab towards the exterior overhead door to provide positive drainage away from the interior.					
			<ul style="list-style-type: none">Due to the new mechanical piping being installed in the chases, new doors and frames can't fit in 5 locations of the basement tunnels. Provide new resized doors and frames for doors 014S, 014N, 016S, 016N, 018. Remove and dispose of concrete step at each location to provide a more standard sized door. Level concrete floor on each side of door. Provide seals around all pipes above doors. Provide 8" CMU infill at doors 013S, and 013N.	\$11,337				
			<ul style="list-style-type: none">Due to missing dampers.	\$2,103				
			<ul style="list-style-type: none">Provide a motor for rolling door. Provide switch on interior to operate.	\$1,749				
			<ul style="list-style-type: none">Provide starter for kitchen exhaust fan.	\$1,201				
Noble Street - Chicago Bulls College Prep Campus (at Cregier)	2012-66572-MCR	\$238,653	MCDONAGH DEMOLITION INC		\$6,458	\$0	\$245,111	2.71%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">All masonry work was taken out of the scope of the project at the owner's direction, to be done at a later date. However, there is one section of masonry in the southwest lightwell that is very badly damaged, unstable and should not be left un-repaired. Bulletin 03 calls for the unstable masonry to be repaired.	\$3,355				
			<ul style="list-style-type: none">In all four light wells, excavate by hand the ground where the outfall pipe from the catch basin meets the exterior wall and goes under the building, so that this pipe is exposed.	\$3,103				
Carver Military Academy	2012-46381-SIP	\$23,230,800	Friedler Construction Co.		\$452,158	\$259,749	\$23,942,707	2.70%

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			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">The bid contract of the project indicated to re-use existing wiring and raceway at FA devices to be replaced in the same location. It was discovered that the condition of the existing FA device wiring is in poor shape and will not be adequate to serve the new devices. Contractor shall provide 3/4" surface mounted raceway and associated wiring to serve fire alarm devices that are to be replaced in their existing locations (Approximately 75% of all devices). Mount raceway so as not to interfere with other systems or exposed architectural elements.	\$259,083				
			<ul style="list-style-type: none">Contractor shall investigate, remove and replace existing corroded conduit and associated wiring that is obstructing roof deck replacement at Roof Area "D" (Fine Arts Wing). Contractor shall identify systems and items affected by this to ensure the replacement work is accurate.	\$84,032				
			<ul style="list-style-type: none">Contractor shall provide additional grinding and floor leveling materials required to provide a proper substrate condition for VCT flooring at numerous spaces.	\$43,000				
			<ul style="list-style-type: none">Contractor shall build-out each and every aisle step riser (With an aisle light) in the Auditorium with 3/4" to 1" fire treated MDF board. The board shall be fully adhered and fastened to the existing concrete riser. The riser build-out shall match the exact height and length of the existing stair riser and fit tight to the existing radius.	\$23,946				
			<ul style="list-style-type: none">The fire department made a site inspection and requested that this trouble bell be added in order to obtain Certificate of Occupancy. Provide a 10" trouble bell and strobe light combination above the existing siamese connection on the South elevation of the Auditorium (Area "D"). Contractor shall see Detail 3/FA000 for trouble bell tie-in information into the fire alarm system and provide proposal for review.	\$12,752				
			<ul style="list-style-type: none">During the process of mechanical work, it was discovered that an existing mechanical chase was lined with mag block. This mag block material was found to have Asbestos Containing Materials (ACM). Thus, a scope sheet was created calling for full containment associated with the mechanical work in this area. This mag block material was concealed by the existing painted CMU wall. Thus, it was discovered only after penetrating the existing masonry wall.	\$11,284				
			<ul style="list-style-type: none">Contractor to provide a subgrade conduit and wiring from the existing building out to the existing light pole. Provide conduit at a minimum depth below grade to meet code (Approximately 140 LF - V.I.F.). Provide the power line to replace the existing power feed coming from the basement level near the loading dock and back to the existing electrical panel.	\$9,999				
			<ul style="list-style-type: none">Contractor shall provide approximately 15 LF drain pipe, associated trap and floor drain assembly at two existing toilet room drain locations. These drain locations are Unisex Staff Toilet B203.1 and Men's Latrine C149.0.	\$6,735				
			<ul style="list-style-type: none">Contractor shall extend a wire from the circuit feeding the exhaust fan to the motorized damper for the following EF's: EF-9, EF-16, EF-18, EF-20, EF-21, EF-27, EF-30, EF-32 and EF34.	\$1,327				
Armour School	2011-22061-ADA-2	\$145,227	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$576	\$3,240	\$149,043	2.63%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">Trace the disconnect for the wheel chair lift and label it.	\$576				
Marquette School	2012-24341-CSP	\$2,931,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$39,616	\$34,963	\$3,005,579	2.54%

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<u>Change Order Descriptions</u>								
			<ul style="list-style-type: none">In the new cafeteria reroute drain to west wall and enclose in drywall shaft or within new partition. After removal of the existing walls, raised floors and cabinets there are multiple floor infills that will be required to provide new the flooring. Fur out wall with floor to ceiling. The underside of the existing south soffit is also unfinished and will need to be framed and have drywall installed. The existing plaster ceiling is tight against the concrete beams.	\$16,506				
			<ul style="list-style-type: none">Removal of the plaster ceiling in the Auditorium items were discovered that interfere with the installation of the structural support for the pulley lighting lowering system as shown on sheet S-101 detail B7. As a result additional steel framing and modification of steel components are required.	\$11,671				
			<ul style="list-style-type: none">In the Annex provide additional plastic laminate replacement work per the field survey. This work is over and above the plastic laminate work that was initially assessed and indicated on the issue for bid package. This additional plastic laminate work is the result of damage caused during the move to transition pre existing and new staff and occurred prior to start of construction. Provide associated work on a time and material basis.	\$8,904				
			<ul style="list-style-type: none">Revise Auditorium paint scheme from a 9 color scheme to a 5 color scheme. Coordinate all paint locations in field with Architect prior to final painting. Submit draw downs for review and approval. Submit a credit for the reduction in work associated with the paint scheme modifications and the reduction in scope.	\$6,003				
			<ul style="list-style-type: none">Hose Bib Repair.	\$1,328				
			<ul style="list-style-type: none">Provide a cost for 8 new recessed floor grilles. Labor is not applicable, as this cost is covered in the removal and replacement of diffusers.	\$1,077				
			<ul style="list-style-type: none">Painting of rooms 156, 157, 158 and 159 in the kitchen area. The quantity of paint for the total wall area in these rooms is 6,740 s.f. of wall area. Scope also includes removal of wall mounted devices for painting. These walls are glazed CMU and do not require painting.	(\$5,052)				
			<ul style="list-style-type: none">Locker bank identified as numbers 231 - 235 will remain in place due to discovered electrical conduit behind locker. Remove existing locker tags and replace with new tags. Prepare this entire bank of lockers and trim panel to receive new paint finish. All parts for these lockers must be repaired to restore lockers to complete operable condition. This should yield a credit for removal and replacement of new lockers for this bank.	(\$821)				
Noble Street Charter - UIC College Prep (at Gladstone)	2012-66147-MCR	\$162,669	Old Veteran Construction		\$3,862	\$0	\$166,532	2.37%
<u>Change Order Descriptions</u>								
			<ul style="list-style-type: none">Piping revisions due to survey and pipe televising report.	\$3,862				
Cameron School	2012-22531-MCR	\$7,583,800	Friedler Construction Co.		\$55,077	\$120,619	\$7,759,496	2.32%

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			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">• The contract documents call for the roof scupper boxes to be replaced. Only two of the most damaged downspouts at entries 5 and 8 were going to be replaced with cast iron up to the scupper boxes. The attached sketches add downspouts to the new scupper boxes. The sketches also add splash blocks on low roofs below at grade in one location. In another location there will be a cast iron extension to an existing cast iron storm line that needs to be rod out.	\$25,182				
			<ul style="list-style-type: none">• There was not wood headers separating the auditorium doors and the transom above as believed during design. Pressure treated wood framing is needed to tie the door assembly and the transom together. Solution is to use the attached revise detail to install and secure wood blocking between the door and transom above for the auditorium windows.	\$7,049				
			<ul style="list-style-type: none">• Replace the supply lines of the three pumps nearest to the steps down into pump room (P-7, P-6 & P5). P-4 piping will remain.	\$6,956				
			<ul style="list-style-type: none">• No replacement door was provided for the exterior door out of "Outdoor Storage" 044. The bulletin provides a new FRP door, hollow metal frame and hardware. The door hardware will have no exterior lever handle per CPS standards. The door hardware, though will have a vandal resistant door pull per CPS standards to assist maintenance staff in entering the storage room.	\$6,937				
			<ul style="list-style-type: none">• The location of the exterior window opening were found to be in a different location than the existing drawings. The edge beam of the floor landing needed to rotate out roughly 10degrees to center on the masonry pier. The furring wall needed to come across the floor above high enough to conceal the step back in the exterior wall and the exposed joist pockets from the removed floor structure. The detail at the windows was simplified to create a shadow box behind the windows.	\$5,849				
			<ul style="list-style-type: none">• The existing Fire Pump Motor is designed with a 3-lead connection. However, the new Fire Pump Controller is a 6-Lead connection. Provide a new 25 HP, 208, 3- phase Fire Pump Motor with 6-Lead Connection.	\$2,824				
			<ul style="list-style-type: none">• The fire escape signs located in Classrooms 209 and 309 are not called to be removed on the electrical demolition drawings. Remove the fire escape light/signs from Classrooms 209 and 309. Disconnect and remove wiring back to source. Patch plaster walls and ceilings, paint.	\$280				
Roosevelt High School	2012-46271-MCR	\$16,706,278	Tyler Lane Construction, Inc.		\$387,314	\$41,770	\$17,135,362	2.08%

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			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">For existing steel lintel, spanning more than 5 foot clear span, with the existing welded steel straps spacing at no more than 30 on center, and with the end bearing length less than 3, an additional new steel strap at the end of lintel shall be provided. For existing steel lintel, spanning more than 5 foot clear span, without any welded steel straps, additional new steel straps at 24 maximum on center and at each end of lintel.	\$216,208				
			<ul style="list-style-type: none">When tearing off the existing roof system, the contractor discovered a fully tapered concrete fill above the concrete deck. It was confirmed by the BTA roof inspector on-site that the fill was in unacceptable condition. The fill was removed as part of the contract documents and the roof area requires additional tapered insulation installed to meet the required slopes.	\$81,580				
			<ul style="list-style-type: none">Furnish and install a new ~9'-0"x14'-0" galvanized steel floor structure at Mezzanine level. Furnish and install new ~32LF of steel guardrails at perimeter of platform framing (see detail 9/A5.4). Post connection to match existing.	\$29,169				
			<ul style="list-style-type: none">The existing channel and angle lintel shall be removed and discarded. A new W12x30 steel lintel with a continuous 5/16" bottom plate should be provided.	\$26,052				
			<ul style="list-style-type: none">Revised plants to be removed at SE corner of site. Revised: light fixtures relocated from concrete deck to existing steel beam/truss location and coordinated with revised deck mounted light fixture detail. Revised: plywood at roof curbs removed at details 7/A5.2, 8/A5.2, and 10/A5.2. Revised: existing restroom corridor width dimension provided at 1/A6.2. Doors 329A and 329B changed to C-Label doors (Omission). Revised table cut sheet provided by CPS. Coordinate electrical/data rough in requirements with new model	\$18,006				
			<ul style="list-style-type: none">In Culinary Lab 167, provide a new stainless steel closure surround panel to close space between hood and ACT drop ceiling. Mount with panel face flush with face of hood. Provide an access panel sufficient for maintenance and replacement of operating components inside unit; maximum width of 40 inches. Closure panel to match size of hood below (21'-0"W x 6'-0"D).	\$10,453				
			<ul style="list-style-type: none">In Culinary Lab 167, electrical plan 2/E1.1 illustrates graphic symbols of (9) ceiling mounted duplex receptacles at (9) lab tables. Adjacent keynote #7, indicating new electrical cord reels, was intended to be a typical note designation at all lab table locations. Provide (5) additional electrical cord reels above other adjacent lab tables.	\$5,846				
Stockton School	2011-25501-MCR	\$12,803,318	Tyler Lane Construction, Inc.		\$142,215	\$112,692	\$13,058,225	1.99%

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			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> Provide floor replacement work at select classrooms (110, 203/5, 207, 209, 303, 305) as described in the attached document called Bulletin 13 R2 Summary. Contractor shall take into account the base scope provision for approximately 500 SF of wood floor replacement and refinishing of the existing wood floors. The Contractor shall also take into account the environmental scope required to execute the additional flooring work at Classroom 207 and Classroom 209. Provide a proposal for review. 	\$104,383				
			<ul style="list-style-type: none"> Contractor shall disconnect, cut and cap existing electrical conduit obstructing the unit vent replacement work at four Annex classrooms. Contractor shall provide conduit and wiring to be run within the crawl space to an existing electrical panel located within the existing Janitor closet. Contractor shall also provide fire-resistive sealant at penetrations and provide a proposal for review. 	\$10,528				
			<ul style="list-style-type: none"> Provide environmental remediation at Classroom 307. It was discovered that existing floor tile located under the old unit vent equipment and throughout the room has Asbestos Containing Material (ACM - Approximately 16 x 30 SF V.I.F). Provide VCT floor replacement as part of the base scope of work, with associated subfloor and base. 	\$9,107				
			<ul style="list-style-type: none"> Contractor shall provide an 18 ga. galvanized steel sheet metal ceiling to encapsulate an existing deteriorated plaster ceiling at areas above 3 filter racks within the basement. Contractor to provide riveted attachment along all edges of ceiling panels into the existing concrete structure above. The approximate area of the three ceiling areas adds up to 340 SF. Contractor shall verify the required ceiling areas in the field and provide a proposal for review. 	\$8,967				
			<ul style="list-style-type: none"> Contractor shall provide wall infill work at select locations (Rooms 309, 109, 109A and Corridor 140) where existing equipment has been removed. A detailed description per area is indicated below. Contractor shall also provide environmental remediation work, as required by the attached scope sheets, and provide a proposal for review. 	\$4,465				
			<ul style="list-style-type: none"> Provide a painted metal pipe enclosure to conceal exposed piping serving cabinet heaters and a unit ventilator unit at 3 areas within the school. Provide enclosure at Classroom 307. Provide enclosures at the Annex Stair Landing and the Annex link Corridor 139. Prime and paint. Provide sealant at entire length where enclosure meets walls, floor or other surfaces. The enclosures shall extend up from the floor to avoid leaving any voids between the floor and the enclosure. 	\$3,220				
			<ul style="list-style-type: none"> Contractor shall provide additional surface wall mounted power/data raceway and associated wiring and data cable along the East Wall of Classroom 311 (Approximately 12 LF). This is a school-requested item that was presented and agreed upon during a walk-through with CPS. The raceway shall extend down from the wall mounted concentrator box and shall run South along the East wall. 	\$1,545				
Morgan Park High School	2012-46251-SIP	\$19,814,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$83,887	\$302,173	\$20,200,060	1.95%

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			<ul style="list-style-type: none"> Remove portions of deteriorated plaster in Corridors 300C, 300D, affected rooms on the 3rd floor, and re-support drywall grid as required. 	\$28,379				
			<ul style="list-style-type: none"> Remove deteriorated clay tile arch rows from "I" beam to "C" channel (support to support). 	\$19,816				
			<ul style="list-style-type: none"> Install 2 primed metal deck (support to support). Install 3 ½ lightweight concrete topping with reinforcing over metal deck. Install Ardex topping over cured lightweight concrete topping in order to bring floor elevation up to meet adjacent surfaces. Provide spray-on fire proofing at metal deck in-fill and associated structural support members. Properly seal and cap existing C.I. pipe serving sink in room above. Investigate source of water leak from buried C.I. piping which caused deteriorating conditions at clay tile arch. 					
			<ul style="list-style-type: none"> Follow specifications and repair approximately 1,000 S.F. (over the contract amount) of north gym plaster walls. 	\$17,522				
			<ul style="list-style-type: none"> Refer to attached I.R.C.A. roof sketches identifying areas of deteriorated concrete topping and remove existing lightweight topping and temporary roof at areas shown. Fill all voids with tapered rigid insulation. 	\$18,212				
			<ul style="list-style-type: none"> Due to variance of existing conditions at existing gym air handling units AHU-S2 and AHU-S3, the following revisions to design Detail #15 on Sheet M6.2 are necessary. <ol style="list-style-type: none"> Unit Heating Coil #HC-2 at Unit AHU-S2: Pipe this coil as 2 wide x 1 high assembly and not as 2 wide x 2 high assembly. Duct Reheat Coils RHC-2A, RHC-2B, RHC-3A and RHC-3B. Pipe each of these coils as 2 wide x 1 high and not as single coil assemblies. Delete/add (as applicable) branch piping and valving requirement at final connections to each heating coil. 	\$4,447				
			<ul style="list-style-type: none"> Provide overtime hours required to re-connect the fiber optic line at LULA elevator so as to complete installation before opening day of school. 	\$2,531				
			<ul style="list-style-type: none"> Patch approximately 10 S.F. of existing clay tile wall with CMU (thickness to match existing clay tile wall construction). 	\$1,660				
			<ul style="list-style-type: none"> Provide face brick infill at area of two removed radiators [west wall of Faculty Dining Room. And east wall of Electrical Closet (adjacent to Boys Restroom WC-8)]. 	\$1,389				
			<ul style="list-style-type: none"> Provide an expansion joint filler, type SWS by WABO corporation (or approved equal) at gap between granite stoop and stone facing located at three locations along east wall of auditorium wing. 	\$1,379				
			<ul style="list-style-type: none"> Refer to attached scope sheets for exact locations requiring abatement and provide removal and disposal of ACM containing floor tile and adhesive. Provide credit for removal of vinyl floor tile/adhesive and for the installation of new 12 x12 VCT(approx 120 S.F. total) in south vestibules at boys and girls gyms. 	\$1,238				
			<ul style="list-style-type: none"> At cafeteria building follow sheet E1.3 and provide wall mounted exterior fixtures as shown. Credit owner (3) roof mounted parapet fixtures, steel mast assemblies, conduit, and associated roof flashing (credit complete assembly as shown on detail 2/1.8A). At gym building follow sheet E4.4 and provide (3) roof mounted parapet fixtures. Credit owner (3) roof mounted parapet fixtures, steel mast assemblies, conduit and associated roof flashing (credit complete assembly as shown on detail 2/1.8A). 	(\$10,571)				
			<ul style="list-style-type: none"> Clear debris behind access holes in north building south tunnel which may be in the way of piping slated for demolition and replacement 	\$1,190				
			<ul style="list-style-type: none"> Please refer to the attached inventory of interior HVAC grills and the associated legend below used in updated RFI-56 response. Revise scope of work as identified in legend below: Select largest possible register size that would fit into the existing wall/duct opening. Use revised register size (as indicated here) for easy adaptability to existing construction. Enlarge existing wall/duct opening to suit requirement (8) total. New register (3) at ceiling location (per construction drawings). Select register frame and border styles that are compatible with existing construction and that are specifically manufactured to provide proper fit and support. Provide credit for reduced grill sizes. 	(\$1,305)				
Williams School	2011-25891-CSP	\$2,447,721	Miller	\$4,963		\$41,186	\$2,493,870	1.89%

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			<ul style="list-style-type: none"> Provide new fire alarm pull station in new elevator lobby. See enclosed sketch. Engineering documents did not include this scope of work. 	\$2,847			
			<ul style="list-style-type: none"> Provide pricing to repair plaster wall surface that was opened to repair a leaking pipe. A pipe was leaking at a sink within a room within the library, work room 238A was not originally in our scope of work. This work was directed by Tishman Construction Co. 	\$2,117			
Peterson School	2012-24941-ADA	\$1,644,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	\$24,288	\$2,974	\$1,671,260	1.66%
<u>Change Order Descriptions</u>							
			<ul style="list-style-type: none"> Add add'l vertical stainless steel balusters in the railing along the lower railing and lowest portion of the rail, to match the higher portions of the balustrade. Balusters are to be maximum of 4 in. spacing on center. 	\$15,938			
			<ul style="list-style-type: none"> Bring the alarm panel up to date in order to have the fire alarm system functioning by the start of school. 	\$7,484			
			<ul style="list-style-type: none"> Provide add'l steel in order to properly support the CMU walls in the toilet rooms at the ceiling, in the areas where the walls are parallel to the joists above. 	\$596			
			<ul style="list-style-type: none"> After installation of the drinking fountains, it was discovered that they were still not draining properly. Rod the drain lines for the drinking fountain in order to drain the drinking fountains properly. 	\$268			
Nicholson School	2012-22181-CSP	\$477,800	Friedler Construction Co.	\$1,553	\$5,994	\$485,347	1.58%
<u>Change Order Descriptions</u>							
			<ul style="list-style-type: none"> Omit repair of plaster ceiling per ceiling keynote 7 at first flr boys toilet room. Install access panel to allow repairs to ongoing leak at this location. Coordinate seize of panel to cover area of damaged plaster. 	\$1,060			
			<ul style="list-style-type: none"> Re-program existing fire alarm panel to add kitchen ansul system. 	\$493			
Jamieson School	2012-23931-NPL	\$247,176	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	\$3,719	\$0	\$250,895	1.50%
<u>Change Order Descriptions</u>							
			<ul style="list-style-type: none"> This bulletin addresses the capping of the existing broken sewer pipe that was previously planned to be replaced. Cap existing broken 8" sewer line (approx. 11' deep) and backfill. 	\$2,102			
			<ul style="list-style-type: none"> The existing asphalt adjacent to the new playground has been removed to provide the contract work. The contract scope includes reinstalling new asphalt in the areas removed. The school principal has requested to provide landscaping in those areas in lieu of reinstalling new asphalt. The design team recommends providing asphalt in specific areas to provide appropriate accessibility to the new playground and mulch areas in other areas. The project scope includes installing new shrubs on site. 	\$1,616			
Jordan School	2012-22811-LTG	\$78,493	Qunatum Crossings, Inc.	\$1,179	\$0	\$79,672	1.50%
<u>Change Order Descriptions</u>							
			<ul style="list-style-type: none"> Add 4 double sensors for the switches in rooms 209 and 219. 	\$1,179			
Rogers School	2012-25141-MCR	\$4,884,000	Reliable & Associates Construction Co.	\$43,253	\$29,030	\$4,956,282	1.48%

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

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

December Capital Construction Change Order Log

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">Provide temporary solution for exhausting kitchen while code violation is corrected. Provide a two speed motor controller to be installed by the existing kitchen fan 2 #12 = 1#12GRD in ¾ in C to be provided to the kitchen fan from a spare 20A/1pole circuit breaker in panel LBC located in the basement. Provide 3 add'l computer cords in computer room due to change in table size and room layout. Provide 2 new door closers at gymnasium door 100Da to work with doors that have been altered to swing into corridor	\$8,617				
			<ul style="list-style-type: none">The school has requested that a handrail be installed at the new concrete curb along the sloped sidewalk at Entrance 1. This is not required by code, but the school is worried about a tripping hazard and the safety of the students as they utilize that entrance. A simple 1-1/2"galvanized and painted steel handrail should be installed with vertical posts every 5' O.C. in the asphalt, set 4' away from the face of the concrete curb.	\$14,212				
			<ul style="list-style-type: none">To account for the electrical panel outside the Computer Room (201), The AOR is providing a new ADA accessible solution for the entry at the door to the room.	\$7,958				
			<ul style="list-style-type: none">The existing Maxitrol RV110 regulators on the (2) boilers should be replaced with new regulators suitable for 2 psig. GC to use Maxitrol model 210G or equal by an approved manufacturer. Sizes should match existing conditions.	\$6,597				
			<ul style="list-style-type: none">A 3-sided, 6' high chainlink fence enclosure, with a top and gate access, should be installed around the concrete pad at the new People's Gas service location. Standard CPS details for chainlink fences (trash enclosure) should be followed, but privacy slats are not necessary.	\$5,870				
Burbank School	2012-22401-SIP	\$9,739,700	Miller		\$75,840	\$67,482	\$9,883,022	1.47%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none">The Annex building BAS system hard drive crashed after construction on the project began. As part of base contract work new duct sensors are being added to the existing system. In order for the sensors to be connected to the BAS, the BAS needs to be operational. GC to repair the Annex BAS system as following manner to make the system operational.	\$28,674				
			<ul style="list-style-type: none">Upon removal of the Wood Panel & Frame infills on the East Elevation in the Girl's Toilet Room, it was discovered that instead of framing, there was a CMU wall directly behind the wood paneling. This will not allow for the installation of new glazed CMU infills. Remove a portion of the glazed CMU wall on the East Elevation. Provide a new Glazed CMU wall from floor to ceiling rather than only at the infill.	\$14,766				
			<ul style="list-style-type: none">Upon removal of the existing concrete walk at the main entrance of the annex building, it was discovered that existing conduits for security and lighting were routed directly below the concrete and on top of the stone base. These conduits were damaged during demolition of the concrete and require repair. An existing 6" clay tile storm drain was discovered 2' deep and 10' north of the retaining wall and runs parallel to the retaining wall; the existing sub-base was unsuitable for bearing.	\$13,060				
			<ul style="list-style-type: none">Provide pricing to solid grout cells and provide vertical reinforcing spaced 32, o.c. in the existing switchgear room. Provide cores in base of wall to confirm cells are grouted solid.	\$11,836				
			<ul style="list-style-type: none">1. Remove and replace 40LF of concrete walkway to the north of the base contract work in order for the accessible route to comply with ADA. 2. Remove and replace 25LF of concrete walkway to the south of Entry 2 in order for the accessible route to comply with ADA.	\$4,570				
			<ul style="list-style-type: none">Reuse existing circuits with new conductors for the F8 fixtures at the north gym Stair Tower. Flower the demolition of the deteriorated plaster ceiling and wall finish it was discovered that the existing conduit is corroded and cannot be reused. Contractor shall provide new conduit and conductors as required to complete the installation.	\$2,077				
			<ul style="list-style-type: none">Upon excavating for the foundation for stair entry #3 it was discovered that the existing subbase did not meet the bearing requirements. The exposed soils encountered at the design footing elevation consisted of uncontrolled fill. GSG recommended undercutting the unsuitable fill to native soils, followed by the backfill of IDOT graded CA-1 or CA-7.	\$857				
Emmet School	2012-23121-STK	\$415,564	Old Veteran Construction		\$5,830	\$0	\$421,394	1.40%

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

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

December Capital Construction Change Order Log

School	Project Number	Original Contract Amount	Vendor	Current Change Order		Previous Approved Changes	Revised Contract Amount	Total % of Contract
				Amount	Sub Total			
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> Due to scheduled construction duration now overlapping Track 'R' school session, the hot water heater needs to be temporarily vented while work in chimney is performed. Temporarily re-route water heater flue to vent through exterior masonry wall at west side of Boiler Room. 	\$5,830				
Hanson Park School	2012-24461-PKC	\$1,734,045	OCA Construction, Inc.		\$23,621	\$0	\$1,757,666	1.36%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> Due to an inaccurate survey provided by Tecma Engineering, grading transitions at the buildings north and west side had to change to accommodate the present field conditions outlined in RFI #00005. 	\$23,621				
Bond School	2012-25941-CSP	\$2,142,160	SIMPSON CONSTRUCTION CO.		\$12,713	\$12,544	\$2,167,417	1.18%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> Additional asbestos abatement is required for the discovered asbestos insulation on plumbing in Building A in the following locations: Building A First Floor plumbing in two chase walls in the Balcony and Second Floor toilet room plumbing. 	\$9,963				
			<ul style="list-style-type: none"> Building B First Floor Corridor Existing Soffits: After demolition of the existing 1x1 spline ceiling in the Building B First Floor Corridor it has been discovered that the existing soffit framing is tied to of the existing ceiling channels. The existing ceiling channels must be removed to provide enough clearance for the new suspended ceiling T-Bars. 	\$2,750				
Casals School	2012-24011-CSP	\$3,887,000	Miller		\$32,487	\$0	\$3,919,487	0.84%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> The electrical inspector made a site visit and pointed out existing penetrations in floors and walls that he said needed to be filled. GC to provide quantities of all specific areas that were pointed out by the electrical inspector. 	\$27,237				
			<ul style="list-style-type: none"> Provide pricing for new lockers that the school requested. Provide 16 half height lockers and 1 full height ADA locker. 	\$5,250				
Courtenay School	2012-30141-NPL	\$135,067	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$1,110	\$0	\$136,176	0.82%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> Add cost for premium time to remove the temporary fence and power wash playlot equipment only for start of school. 	\$1,110				
Brown Academy	2012-24631-SIP	\$8,274,700	Miller		\$12,901	\$24,130	\$8,311,731	0.45%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> Revise joists at north and south edge of opening for wheelchair lift. 	\$9,061				
			<ul style="list-style-type: none"> Existing slab in planter outside Room 100 is indicated in CDs, however existing condition of slab is a discovered condition (it is not tied into foundation as expected). 	\$3,020				
			<ul style="list-style-type: none"> Change Door 106B (Principal's Office) to Type 6, tempered glazing. 	\$820				
Crane Tech High School	2012-46081-CSP	\$2,914,905	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$7,071	\$0	\$2,921,976	0.24%

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

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

December Capital Construction Change Order Log

School	Project Number	Original Contract Amount	Vendor	Current Change Order		Previous Approved Changes	Revised Contract Amount	Total % of Contract
				Amount	Sub Total			
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> Provide new Markerboards, credit markerboard skins that are not necessary, and provide additional skins are indicated. 	\$3,487				
			<ul style="list-style-type: none"> When the new floor was installed over the existing floor it effectively reduced the height of the ceiling in the room, making the moveable partition too tall such that it could not be operable or fit within the available space/height. Therefore remove moveable partition wall from room 203/204. Remove all components from within the ceiling track and remove the hinges/panel at the fixed jamb. 	\$1,639				
			<ul style="list-style-type: none"> Provide 6" vinyl base in e/w corridor located on south end of 1st floor. 	\$1,043				
			<ul style="list-style-type: none"> Provide 2x blocking (painted) to door transoms as required to make closer functional. 	\$594				
			<ul style="list-style-type: none"> Provide additional length to millwork in Rm 306 to align with window mullions per direction from RFI 005. 	\$307				
Seward School	2012-25301-MCR	\$4,737,000	Miller		\$4,582	\$0	\$4,741,582	0.10%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> Provide one new 36" x 36" insulated curb and roof hatch in Area C of the Roof, in conformance with Specification Section 07 72 00. The Building Engineer approved of the concept of accessing this attic space from the roof level, so no interior scuttle or ladder is required. 	\$3,489				
			<ul style="list-style-type: none"> Pipe insulation was found to contain asbestos in Boys Toilet Rooms 202 and 302, where there is minor ADA upgrade work. ACM was found on the mudded pipe fittings in the plumbing chase. Remove the ACM in accordance with Section 02 82 14 and provide new pipe insulation in accordance with Section 22 07 00. 	\$1,093				
Dunbar High School	2011-53021-MCR	\$3,714,383	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		(\$4,062)	(\$19,424)	\$3,690,897	-0.63%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> CREDIT of unused allowance dollars 	(\$4,062)				
Clemente Academy	2011-51091-ADA	\$11,707,311	Chicago Commercial Contractors, LLC		\$33,399	(\$314,062)	\$11,426,648	-2.40%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> GC has determined that revised ductwork from Bulletin 11 conflicts with piping from Bulletin 6. There is also a conflict between new ductwork in Bulletin 11 and new lighting from Bulletin 6. The attached revised sheets replace like-named sheets from Bulletin 6 to facilitate new and revised ductwork from Bulletin 11. 	\$33,399				
Stagg School	2012-26521-CSP	\$2,591,200	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$9,000	(\$327,198)	\$2,273,002	-12.28%
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> Repair existing tack boards as indicated on teaching walls along right edge of existing chalkboards near classroom entrance doors 	\$9,000				
Total Change Orders:					\$2,165,016			

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

12-1219-PR11

AMEND BOARD REPORT 11-1116-PR2**AMEND BOARD REPORT 10-0428-PR4****AMEND BOARD REPORT 10-0224-PR3****APPROVE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH ARCHITECTURAL/ENGINEERING TO PROVIDE SERVICES****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve the pre-qualification status of and entering into agreements with contractors to provide Architectural and Engineering services at a cost not to exceed ~~\$51,000,000~~ \$68,000,000 in the aggregate and approve entering into a written master agreement with each contractor. Contractors were selected on a competitive basis pursuant to a duly advertised Request for Qualifications (Specification No. 09-250074). Written master agreements for contractors are currently being negotiated. No services shall be provided by and no payment shall be made to any contractor prior to the execution of their written master agreement. The pre-qualification status approved herein for each contractor shall automatically rescind in the event such contractor fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to these master agreements is stated below.

This April 2010 amendment is necessary to: (i) add a new contractor, Wilkinson Blender Architecture (#93) and (ii) to correct the vendor name and number of Gensler, Architecture, Design and Planning, PC (previously listed as #26, now listed as #92). A written master agreement for the new contractor is currently being negotiated. No services shall be provided by and no payment shall be made to any contractor prior to the execution of their written master agreement. The pre-qualification status approved herein for each contractor shall automatically rescind in the event such contractor fails to execute the Board's master agreement within 120 days of the date of this amended Board Report.

This November 2011 amendment is necessary to increase the Architects/Engineers of Record (A/EOR) base contract period spending authorization limit by \$15,000,000. This increase is the result of an expansion in the number and size of CIP projects as well as the AORs involvement in developing a new bi-annual assessment tool, expedited design cost for late school actions and design of Asset management projects. This amendment is also to reflect that the contract with Nakawatase Wyns and Associates (#56) is terminated. In addition, the following contractors will be deleted from the pre-qualification status: A. Epstein and Sons International, Inc. (#1), AECOM Services (#2), Fanning/Howey Associates, Inc. (#19), Muller and Muller P.C. Ltd. (#55), O'Donnell, Wicklund, Pigozzi & Peterson Architects (#58), Skidmore Owings Merrill (#70) and Gensler Architecture, Design & Planning, Inc. (#26) and (#92). No amendments to the agreements are required.

This December 2012 amendment is necessary to increase the not to exceed amount for the Architects/Engineers of Record (A/EOR) vendor pool by \$17,000,000.00 to support the FY13 Capital budget and anticipated future projects. No written amendments to the agreements are required.

Specification Number : 09-250074

Contract Administrator : Hernandez, Miss Patricia / 773-553-2250

USER INFORMATION :

Contact: 11860 - Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
Taylor, Ms. Patricia L
773-553-2960

TERM:

The term of this pre-qualification period and each master agreement shall be for a three (3) year term commencing April 1, 2010 and ending on March 31, 2013. The Board shall have the right to extend the pre-qualification period and each master agreement for 3 additional one year periods. The term of the pre-qualification period and master agreement for the new contractor(s) shall commence upon execution and end March 31, 2013. The Board shall have the right to extend the pre-qualification period and each new master agreement for (3) additional one year periods.

SCOPE OF SERVICES:

The Architects and Engineers of Record will continue to manage and coordinate individual projects. The firms will be assigned to prepare design development documents, construction documents and specifications setting forth in detail the site-specific requirements for each project. In addition, each firm may also perform any or all of the following services: scheduling, budgeting, site analysis, coordinating CPS construction schedules with the applicable city agencies and solicitation and coordination of specialty consultants, such as geo-technical consultants, as they relate to individually assigned projects. These pre-qualified firms have experience and expertise in performing the required Architectural and Engineering services and the ability to meet the aggressive schedule found in the Capital Improvement Program. The services of these firms are needed to ensure that CPS capital spending for Capital Planning will best serve the needs of the Chicago Public School children and their surrounding communities.

COMPENSATION:

The sum of payments to all pre-qualified contractors for the pre-qualification term shall not exceed the aggregate amount of ~~\$51,000,000~~ \$68,000,000. The sum of payments in FY 2010 (April - June 2010) was \$3,945,256; the sum of payments in FY 2011 was \$27,453,054. The sum of payments for FY 2012 shall not exceed \$19,601,690. The sum of payments for FY2013 capital budget and anticipated future projects shall not exceed \$17M.

USE OF POOL:

The Department of Facilities is authorized to receive services from the pre-qualified pool as follows: Contractors are assigned work based upon the contractors experience with the requirements of the jobs.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), the Per Contract and Category Goals method for M/WBE participation will be utilized. The goals for this pool are 35% MBE and 15% WBE thus, contracts for vendors in the pool will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 11860

Parent Unit: 11801

Charge to Operations: ~~\$51,000,000~~ \$68,000,000

Fiscal Year: FY10, 11, 12, ~~13~~

FY10 and FY11- \$31,398,310

FY12: \$19,601,690

FY13: \$5,000,000

Budget Classification: Various Capital Funds

Source of funds: Capital Funds

FY TBD: \$12,000,000

Budget Classification: Various Capital Funds

Source of Funds: Capital Funds

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

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|---|--|
| <p>1) Vendor # 17375
A EPSTEIN AND SONS INTERNATIONAL, IN
600 W FULTON ST
CHICAGO, IL 60661
John R. Patelski
312-454-9100
312-559-1217

(Deleted)</p> | <p>5) Vendor # 66018
BLDD ARCHITECTS, INC
833 WEST JACKSON ., STE 100
CHICAGO, IL 60607
Timothy J. McGrath
312-829-1987
312-666-8967</p> |
| <p>2) Vendor # 96161
AECOM SERVICES OF ILLINOIS

303 EAST WACKER DR., STE 900
CHICAGO, IL 60601
Meghan Harte
312-373-7792
312-938-1109

(Deleted)</p> | <p>6) Vendor # 20236
BROOK ARCHITECTURE, INC.
2325 SOUTH MICHIGAN AVE., STE 300
CHICAGO, IL 60616
RaMona Westbrook
312-528-0890
312-356-1040</p> |
| <p>3) Vendor # 39081
ALTUS WORKS, INC
4224 N. MILWAUKEE AVE
CHICAGO, IL 60641
Ellen Stoner
773-545-1870
773-545-1898</p> | <p>7) Vendor # 98707
BUILT FORM, LLC
311 NORTH ABERDEEN ST., 200C
CHICAGO, IL 60607
Stephen Poston
312-738-3835
312-738-3864</p> |
| <p>4) Vendor # 21846
BAUER LATOZA STUDIO LTD.
2241 SOUTH WABASH AVE
CHICAGO, IL 60616
Joanne Bauer
312-567-1000
312-567-9690</p> | <p>8) Vendor # 25799
CORDOGAN, CLARK & ASSOCIATES
716 N. WELLS ST., STE. 200
CHICAGO, IL 60654
John W. Clark
312-943-7300
312-943-4771</p> |

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| <p>9) Vendor # 29709
CREATIVE ENGINEERING CO.
485 N. MAIN ST., STE. L
GLEN ELLYN, IL 60137
Fisal M. Hammouda
630-942-8999
630-942-9008</p> | <p>13) Vendor # 95510
DBH & ASSOCIATES ARCHITECTS, INC
164 DIVISION ST., STE #712
ELGIN, IL 60120
Demeke Berhanu-Haile
847-269-9368
866-847-1761</p> |
| <p>10) Vendor # 14522
DAVID MASON & ASSOCIATES OF ILLINOIS
LTD.
464 NORTH MILWAUKEE
CHICAGO, IL 60654
David W. Mason
312-884-5100
312-884-5101</p> | <p>14) Vendor # 25757
DESMAN ASSOCIATES
20 N. CLARK ST., 4TH FLOOR
CHICAGO, IL 60602
Steve Rebora
312-263-8400
312-263-8406</p> |
| <p>11) Vendor # 96163
DAVID WOODHOUSE ARCHITECTS, LLC
230 WEST SUPERIOR ST., 6TH FLR.
CHICAGO, IL 60654
Amanda H Young
312-943-3120
312-943-3432</p> | <p>15) Vendor # 23309
DESTEFANO & PARTNERS, LTD.
330 NORTH WABASH AVE., STE 3200
CHICAGO, IL 60611
Mary Ann Van Hook
312-836-4321
312-836-4322</p> |
| <p>12) Vendor # 96160
DB STERLIN CONSULTANTS
123 NORTH WACKER DRIVE., STE 2000
CHICAGO, IL 60606
Reynold Sterlin
312-857-1006
312-857-1056</p> | <p>16) Vendor # 29907
DLR GROUP, INC.
222 S. RIVERSIDE PLAZA, SUITE 2220
CHICAGO, IL 60606
Dennis E. Bane
312-382-9980
312-382-9985</p> |

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|---|--|
| <p>17) Vendor # 25758
DOYLE & ASSOCIATES
800 SOUTH WELLS, STE 503
CHICAGO, IL 60607
Deborah Doyle
312-922-5520
312-922-5509</p> | <p>21) Vendor # 20201
FGM ARCHITECTS -ENGINEERS
1211 W 22ND ST
OAK BROOK, IL 60523
James G. Woods
312-307-3002
312-750-1704</p> |
| <p>18) Vendor # 24244
EC PURDY & ASSOCIATES
53 W. JACKSON, SUITE 1631
CHICAGO, IL 60604
Elizabeth C. Purdy
312-408-1631
312-408-1632</p> | <p>22) Vendor # 96165
FORMA ARCHITECTURE LTD.
155 N. MICHIGAN AVE., SUITE 417
CHICAGO, IL 60601
Luis A. Bolivar
312 729-5195
773-252-0076</p> |
| <p>19) Vendor # 96166
FANNING/HOWEY ASSOCIATES, INC
32 MAIN STREET
PARK RIDGE, IL 60068
George Kacan
847-292-1039
847-292-1021

(Deleted)</p> | <p>23) Vendor # 25735
FOX & FOX ARCHITECTS
8 S. MICHIGAN AVE., STE. 310
CHICAGO, IL 60603
John Jay Fox, III
312-377-5074
312-377-5075</p> |
| <p>20) Vendor # 96164
FARNSWORTH GROUP, INC
1144 W. JEFFERSON ST., STE 300
SHOREWOOD, IL 60404
Troy Stange
815-744-6940
815-744-6965</p> | <p>24) Vendor # 23062
G.A. RUCK AND ASSOCIATES, LTD
22102 N. PEPPER ROAD, STE. 201
BARRINGTON, IL 60010
Steven H. Pate
847-381-2946
847-304-1218</p> |

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| <p>25) Vendor # 24783
GENERAL ENERGY CORP.
230 MADISON STREET
OAK PARK, IL 60302
Prem Mehrotra
708-386-6000
708-386-6091</p> | <p>29) Vendor # 27991
GLOBETROTTERS ENGINEERING CORPORATION
300 S. WACKER DRIVE, SUITE 400
CHICAGO, IL 60606
Michael J. McMurray
312-922-6400
312-922-0267</p> |
| <p>26) Vendor # 96167
GENSLER, ARCHITECTURE, DESIGN & PLANNING, INC

11 EAST MADISON STREET., STE 300
CHICAGO, IL 60602
Lamar Johnson
312 577-6520
312-456-0124

(Deleted)</p> | <p>30) Vendor # 67948
GOLDEN STAR, INC DBA ADVANCE CONSULTING GROUP INTERNATIONAL
300 WEST ADAM STREET, SUITE 420
CHICAGO, IL 60606
Eyad Elqaaq
312-357-1840
312-357-1845</p> |
| <p>27) Vendor # 32223
GERALD MEISTER & ASSOCIATES, LTD.
123 WEST MADISON STREET., STE 1600
CHICAGO, IL 60602
Gerald Meister
312-226-6133
847-831-5509</p> | <p>31) Vendor # 21816
GUAJARDO REC ARCHITECTS, LLC
401 EAST ILLINOIS., STE 220
CHICAGO, IL 60611
Dan Sumita
312-661-1500
312-661-9903</p> |
| <p>28) Vendor # 67620
GHAFARI ASSOCIATES, INC
360 NORTH MICHIGAN AVE., STE 1800
CHICAGO, IL 60601
Evangel Kokkino
312-984-2300
312-984-8248</p> | <p>32) Vendor # 25860
HARDING PARTNERS
224 S. MICHIGAN AVE., STE. 245
CHICAGO, IL 60604
Paul A. Harding
312-944-2600
312-922-8222</p> |

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| <p>33) Vendor # 21786
HARLEY ELLIS DEVEREAUX ARCHITECTS
401 W SUPERIOR, 5TH FLOOR
CHICAGO, IL 60654
Robert C. Robicsek
312-951-8863
312-951-1719</p> | <p>37) Vendor # 25516
HUTTER ARCHITECTS, LTD.
1000 W. MONROE STREET
CHICAGO, IL 60607
Pamela J. Hutter
312-492-8000
312-492-8444</p> |
| <p>34) Vendor # 69644
HENNEMAN ENGINEERING, INC
200 SOUTH WACKER DR., STE 850
CHICAGO, IL 60606-5810
Jeffrey A. Treiber
312-583-1400
312-583-4101</p> | <p>38) Vendor # 20476
HYDRO-THERMO-POWER, INC.
225 N. MICHIGAN AVE. STE 2306
CHICAGO, IL 60601
Raisa B. Fridman
312-641-6164
312-641-6165</p> |
| <p>35) Vendor # 34348
HMS SERVICES, INC. DBA HMS
ENGINEERING & CONSTRUCTION
230 S. WESTMORE
LOMBARD, IL 60148
Haneef Shakeel
312-661-1516
312-661-1517</p> | <p>39) Vendor # 25692
ILEKIS ASSOCIATES
205 W. WACKER DR., SUITE 730
CHICAGO, IL 60606
Alphonse A. Ilekis
312-419-1017
312-899-0965</p> |
| <p>36) Vendor # 25461
HOLABIRD & ROOT LLP
140 SOUTH DEARBORN
CHICAGO, IL 60603
Jeff Case
312-357-1771
312-357-1909</p> | <p>40) Vendor # 25725
INTERACTIVE DESIGN, INC.
308 W ERIE, SUITE 506
CHICAGO, IL 60654
Dina Griffin
312-482-8866
312-482-9904</p> |

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| <p>41) Vendor # 24071
IRI/CEPCO ENGINEERING, INC.
50 EAST BELLEVUE PL. #902
CHICAGO, IL 60611
Irma Robinson
312-787-1287
312-787-2982</p> | <p>45) Vendor # 96656
KJWW, P.C.
623 26TH AVE.
ROCK ISLAND, IL 61201
Bob Winter
312-356-3700
312-294-0003</p> |
| <p>42) Vendor # 69642
JACKSON HARLAN, LLC
651 WEST WASHINGTON BLVD., STE 206
CHICAGO, IL 60661
Joan Jackson
312-627-1015
312-627-1060</p> | <p>46) Vendor # 20014
KNIGHT E/A, INC
221 N. LASALLE STREET., STE 300
CHICAGO, IL 60601-1211
Kevin E. Lentz
312-577-3300
312-577-3526</p> |
| <p>43) Vendor # 19502
JOSE DE AVILA & ASSOCIATES
6611 W. NORTH AVE., SUITE 101
OAK PARK, IL 60302
Jose L. deAvila
708-383-3030
708-383-5971</p> | <p>47) Vendor # 96147
KOO AND ASSOCIATES, LTD
53 WEST JACKSON BLVD., STE 215
CHICAGO, IL 60604
JAh-Hee (Jackie) Koo
312-235-0920
312-276-8459</p> |
| <p>44) Vendor # 29407
KALTSOUNI MEHDI, INC.
407 S. DEARBORN ST., SUITE 200
CHICAGO, IL 60605
Maria Kaltsouni
312-987-9800
312-987-9892</p> | <p>48) Vendor # 25822
LEGAT ARCHITECTS, INC.
651 WEST WASHINGTON BLVD. STE 1
CHICAGO, IL 60661
James McDonough
312-258-9595
312-258-1555</p> |

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| <p>49) Vendor # 25827
MRA ARCHITECTS, LTD
55 EAST WASHINGTON ST. STE 500
CHICAGO, IL 60602
Maureen J. Reagan
312-443-9880
312-443-9881</p> | <p>53) Vendor # 69629
MILHOUSE ENGINEERING &
CONSTRUCTION, INC
60 EAST VAN BUREN STREET, STE 1501
CHICAGO, IL 60605
Wilbur C. Mihouse
312-987-0061
312-987-0071</p> |
| <p>50) Vendor # 69628
MCGUIRE IGLESKI & ASSOCIATES, INC
1330 Sherman Ave.
Evanston, IL 60201
Anne McGuire
847-328-5679
847-328-9150</p> | <p>54) Vendor # 98912
MODE ARCHITECTS, P.C.
363 WEST ERIE ST., STE 400 WEST
CHICAGO, IL 60654
Jung J. Mo
312-236-6572
847-655-2741</p> |
| <p>51) Vendor # 29741
MELVIN COHEN & ASSOCIATES, INC
223 WEST JACKSON BLVD., STE 820
CHICAGO, IL 60606
Ronald B. Cohen
312-663-3700
312-663-4161</p> | <p>55) Vendor # 31199
MULLER & MULLER P.C. LTD

700 N. SANGAMON
CHICAGO, IL 60642
Cynthia Muller
312-432-4180
312-432-4184

(Deleted)</p> |
| <p>52) Vendor # 96188
MGN CONSULTING ENGINEERS, INC
635 BUTTERFIELD RD., STE 310
OAKBROOK TERRACE, IL 60181
Philip Niedziela
630-627-6078
630-627-6143</p> | <p>56) Vendor # 25831
NAKAWATASE, WYNS, & ASSOCIATES
205 W. WACKER DR., #1200
CHICAGO, IL 60606
Clifford F. Nordling
312-444-9630
312-444-9205

(Terminated)</p> |

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| <p>57) Vendor # 76373
 NEST BUILDERS INC DBA DBHMS
 303 WEST ERIE, STE 510
 CHICAGO, IL 60654
 Sachin Anand
 312-915-0557
 312-915-0558</p> | <p>61) Vendor # 69632
 PERRY & ASSOCIATES, LLC
 221 NORTH LASALLE ST., STE 3100
 CHICAGO, IL 60601
 Christopher J. Perry
 312-364-9112
 312-364-9163</p> |
| <p>58) Vendor # 36833
 O'DONNELL, WICKLUND, PIGOZZI &
 PETERSON ARCHITECTS</p> <p>111 W. WASHINGTON ST., #2100
 CHICAGO, IL 60602
 Rick Dewar
 312-960-8034
 312-827-8393</p> <p>(Deleted)</p> | <p>62) Vendor # 69640
 PM COYNE AND ASSOCIATES PC
 2417 WEST HOMER STREET
 CHICAGO, IL 60647
 Patrick Coyne
 773-772-1782
 773-772-1787</p> |
| <p>59) Vendor # 20153
 ONYX ARCHITECTURAL SERVICES,
 750 N FRANKLIN
 CHICAGO, IL 60654
 Gary L. Mathews
 312-787-2748
 312-787-2857</p> | <p>63) Vendor # 69643
 POWER ENGINEERS COLLABORATIVE LLC
 600 WEST JACKSON BLVD., STE 600
 CHICAGO, IL 60661
 George Shibayama
 312-466-1540
 312-466-1546</p> |
| <p>60) Vendor # 96168
 PEREZ, APC
 8770 WEST BRYN MAWR, STE 1300
 CHICAGO, IL 60631
 Angela O'Byrne
 773-867-8340
 773-867-2910</p> | <p>64) Vendor # 40027
 PRIMERA ENGINEERS, LTD.
 100 S. WACKER DR., #700
 CHICAGO, IL 60606
 Aliyson L. Case
 312-606-0910
 312-606-0415</p> |

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| <p>65) Vendor # 24876
RADA ARCHITECTS, LTD.
233 N. MICHIGAN AVE., STE 2320
CHICAGO, IL 60601
Radosveta Doytcheva
312-856-1970
312-856-1978</p> | <p>69) Vendor # 36913
SIGMA ENGINEERING, INC.
28 EAST JACKSON BLVD., STE 1902
CHICAGO, IL 60604
Osman Meah
312-360-0359
312-360-0368</p> |
| <p>66) Vendor # 96151
ROBERT C. VAGNIERES JR. & ASSOCIATE.
1206 WEST 33RD PLACE
CHICAGO, IL 60608
Robert C. Vagnieres Fr.
773-843-1317
773-843-1996</p> | <p>70) Vendor # 23992
SKIDMORE OWINGS MERRILL

224 SOUTH MICHIGAN AVE., STE 10
CHICAGO, IL 60604
Richard F. Tomlinson II
312-360-4018
312-869-4545

(Deleted)</p> |
| <p>67) Vendor # 25841
RUBINOS & MESIA ENGINEERS,
200 S. MICHIGAN AVE., #1500
CHICAGO, IL 60604
Dipak S. Shah
312-870-6615
312-663-1473</p> | <p>71) Vendor # 68974
SOLOMON CORDWELL BUENZ &
ASSOCIATES, INC
625 NORTH MICHIGAN AVE.
CHICAGO, IL 60611
Solomon Cordwell Buenz
312-896-1100
312-896-1200</p> |
| <p>68) Vendor # 25646
SCHROEDER MURCHIE NIEMIEC GAZDA
AUSKALNIS
936 W HURON STREET
CHICAGO, IL 60642
Jack Murchie
312-829-3355
312-829-8187</p> | <p>72) Vendor # 25847
SOODAN & ASSOCIATES
100 N. LASALLE ST., #1800
CHICAGO, IL 60602
Kehar S. Soodan
312-553-0003
312-553-1006</p> |

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| <p>73) Vendor # 29533
SPAAN TECH, INC.
311 SOUTH WACKER DRIVE., STE 2400
CHICAGO, IL 60606
Smita N. Shah
312-277-8800
312-277-8808</p> | <p>77) Vendor # 96146
STV ARCHITECTS, INC
200 WEST MONROE ST. STE 1650
CHICAGO, IL 60606
Maher Z. Labib
212-614-3469
212-473-2780</p> |
| <p>74) Vendor # 23341
STEPHEN RANKIN ASSOCIATES
205 W. WACKER DR., #720
CHICAGO, IL 60606
Stephen Rankin
312-899-0002
312-899-0965</p> | <p>78) Vendor # 25507
STV INCORPORATED
200 W. MONROE, SUITE 1650
CHICAGO, IL 60606-5015
Maher Z. Labib
312-553-0655
212-473-2780</p> |
| <p>75) Vendor # 25849
STL ARCHITECTS, INC
808 NORTH DEARBORN
CHICAGO, IL 60610
Luis Collado
312-644-9850
312-644-9846</p> | <p>79) Vendor # 21626
SVEN DAHLQUIST ARCHITECTURE, INC.
428 N. WOLCOTT
CHICAGO, IL 60622
Sven Dahlquist
312-445-0040
312-445-0044</p> |
| <p>76) Vendor # 24445
STR PARTNERS, LTD.
350 WEST ONTARIO ST., STE 200
CHICAGO, IL 60610
Jan T. Taniguchi
312-464-1444
312-464-0785</p> | <p>80) Vendor # 25754
SWWB. LTD
203 N. WABASH
CHICAGO, IL 60601
Christopher Bednarowicz
312-236-0528
312-236-0965</p> |

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| <p>81) Vendor # 31929
TERRA ENGINEERING, LTD
225 WEST OHIO STREET., 4TH FLR.
CHICAGO, IL 60654
Karen Steingraber
312-467-0123
312-467-0220</p> | <p>85) Vendor # 25855
URBAN WORKS, LTD.
213 W. INSTITUTE PLACE, #710
CHICAGO, IL 60610
Patricia Saldana Natke
312-202-1200
312-202-1202</p> |
| <p>82) Vendor # 44017
TILTON, KELLY + BELL, L.L.C.
55 WEST MONROE ST., STE 1975
CHICAGO, IL 60603
Martha A. Bell
312-447-3100
312-447-3113</p> | <p>86) Vendor # 72955
VOA ASSOCIATES INCORPORATED
224 S. MICHIGAN AVE., STE 1400
CHICAGO, IL 60604
Percy D. Roberts
312-554-1400
312-554-1412</p> |
| <p>83) Vendor # 96145
TOM BROCK ARCHITECT, INC
1753 NORTH DAMEN AVE., STE 1R
CHICAGO, IL 60647
Tom Brock
773-645-8968
773-862-6329</p> | <p>87) Vendor # 99822
WAECHTER ARCHITECTS, PC
4712 NORTH RAVENSWOOD AVE.
CHICAGO, IL 60640
Michael Waechter
773-728-3920
773-728-3927</p> |
| <p>84) Vendor # 29580
KATHLEEN O'DONNELL, PC DBA
TRIPARTITE, INC
4720 N. VIRGINIA AVE.
CHICAGO, IL 60625
Kathleen O'Donnell
773 681-0894
773-248-8598</p> | <p>88) Vendor # 22344
WALLIN/GOMEZ ARCHITECTS, LTD.
711 SOUTH DEARBORN STREET., STE 606
CHICAGO, IL 60605-1827
Agustin Gomez-Leal
312-427-4702
312-427-6611</p> |

- 89) Vendor # 34010
WIGHT & COMPANY
211 N. CLINTON
CHICAGO, IL 60661
James Mark
312-261-5700
312-261-5701
- 93) Vendor # 63281
WILKINSON BLENDER ARCHITECTURE INC.
1714 NORTH DAMEN, SUITE 3 M
CHICAGO, IL 60647
Richard Blender
773-772-7787
773-772-7888
- 90) Vendor # 25858
WISS, JANNEY, ELSTNER ASSOC.
330 PFINGSTEN ROAD
NORTHBROOK, IL 60062
John F. Duntemann
847-272-7400
847-291-9599
- 91) Vendor # 58521
YAS ARCHITECTURE, LLC
200 SOUTH MICHIGAN AVE., FLR 14
CHICAGO, IL 60604
Stephen Yas
312-786-0500
312-786-0501
- 92) Vendor # 96167
GENSLER, ARCHITECTURE, DESIGN &
PLANNING, INC

11 EAST MADISON STREET., STE 300
CHICAGO, IL 60602
Larmer Johnson
312-577-6520
312-456-0124

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Vice President Ruiz abstained on Board Report 12-1219-PR11.

12-1219-PR12

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH CITIBANK, N.A.
FOR MULTI-PURPOSE PROCUREMENT CARD SERVICES (REVENUE GENERATING)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Citibank, N.A. (Citibank) to provide Multi-Purpose Procurement Card services to the Department of Procurement and Contracts at no cost to the Board and amending the agreement to authorize participation by other local governmental agencies. This contract is revenue generating and participation by other local governmental agencies, which may include The City of Chicago, and other City of Chicago sister agencies would further increase the total combined volume of Procurement Card use and achieve even greater rebates for the Chicago Public Schools. The specific percentage and rebate amounts shall be as approved by the Chief Financial Officer and the Chief Procurement Officer without further action or approval by the Board. A written renewal agreement exercising this option is currently being negotiated. No services shall be provided prior to execution of the renewal agreement. The authority granted herein shall automatically rescind in the event the written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 10-250014

Contract Administrator : Seanior, Miss Pamela Dorcas / 773-553-2280

VENDOR:

- 1) Vendor # 98309
CITIBANK, N.A.
425 PARK AVENUE, 7TH FLR.
NEW YORK, NY 10022
Kevin Wrenn
312 876-3296

USER INFORMATION :

PM Contact:
12430 - Accounts Payable

125 South Clark Street

Chicago, IL 60603

Lo, Miss Christine

773-553-2709

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 10-0728-PR2 as amended by 12-0925-PR5) is for a term commencing upon execution (January 14, 2011) and ending 24 months thereafter, with the Board having 3 options to renew for 1 year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2. This contract is revenue generating with no cost to the Board.

OPTION PERIOD:

The term of this agreement is being renewed for 1 year commencing on January 14, 2013 and ending January 13, 2014.

OPTION PERIODS REMAINING:

There are two option periods of one year each remaining.

SCOPE OF SERVICES:

Citibank will provide Procurement Card Services to the Board. These services will include:

- a) Procurement Cards for authorized Board employees, virtual accounts as a payment option for selected Board vendors;
- b) Access to the CitiDirect Card Management System for account information, activation and reports;
- c) Addition of Virtual Card Account at no extra cost to assist CPS' goal of increasing the spend volume on the program to bring in more rebate funds; and,
- d) Qualification for rebates for Large Ticket items. CPS will receive 25 bps on qualifying purchases as long as the Board meets its \$30M annual spend volume. If the Board doesn't meet the \$30M threshold, the rebate fees will be proportionally reduced.
- e) Citibank will also offer Procurement Card Services to other local governmental agencies pursuant to the terms and conditions of the agreement if such agencies are authorized to receive such services and desires to receive such services. The Board assumes no liability or obligation on behalf of any such local governmental agency.

DELIVERABLES:

Citibank will provide the following:

- a) Complete implementation of the Board's Procurement Card Program;
- b) Issuance of Procurement Cards to authorized School and Central Office personnel;
- c) Assistance in determining eligibility of Board vendors for virtual accounts;
- d) Daily electronic transmission of card transactions to the Board for Oracle submission;
- e) Electronic (and paper if requested by the Board) account statements;
- f) Annual account review report; and,
- g) Revenue sharing based upon sales volume.

OUTCOMES:

Citibank's Procurement Card services will result in: i) an efficient procurement and payment process for authorized Board personnel and selected Board vendors, and ii) projected revenue in the amount of \$500,000.00 to the Board from these transactions during the renewal term.

COMPENSATION:

Citibank will not receive any payment or fees for Procurement Card services provided to the Board.

AUTHORIZATION:

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

agreement. Authorize the Chief Financial Officer or Chief Procurement Officer to negotiate and execute amendments to the agreement related to increased rebates based upon total combined volume of Procurement Card use by other local government agencies *provided* such amendments are approved as to legal form by the General Counsel.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Office of Business Diversity recommends that a waiver of the MBE/WBE goals for this agreement be granted as the services under this agreement come at no cost to the Board.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Revenues will be credited to expenditures generated from the Procurement Card in various CPS Oracle funds. Revenues (i.e. purchase rebates) will be credited in the revenue account: "Others" (i.e. Oracle values: 45145)

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

Vice President Ruiz abstained on Board Report 12-1219-PR12.

12-1219-PR13

APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH PUBLIC CONSULTING GROUP, INC. AND PARADIGM HEALTHCARE SERVICES, LLC FOR THE HEALTH AND SOCIAL SERVICES PROGRAM MANAGEMENT FOR STATE AND FEDERAL REIMBURSEMENT PROGRAMS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreements with Public Consulting Group, Inc. (PCG) and Paradigm Healthcare Services, LLC to provide consulting services to the Office of School Financial Services at a cost for the option period not to exceed \$1,500,000. Written documents exercising this option are currently being negotiated. No payment shall be made to any Consultant during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Consultant in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 09-250048

Contract Administrator : Escareno, Miss Masocorro / 773-553-2280

VENDOR:

- 1) Vendor # 27249
PUBLIC CONSULTING GROUP, INC.
100 W. MONROE ST., 12TH FLOOR
CHICAGO, IL 60603
Stephen Skinner, Principal
617-426-2026

- 2) Vendor # 11356
PARADIGM HEALTHCARE SERVICES,
LLC
311 CALIFORNIA STREET, SUITE 200
SAN FRANCISCO, CA 94104
Constance Lafalme
415 616-0920

USER INFORMATION :

PM Contact:
12410 - Corporate Accounting

125 South Clark Street 14th Floor

Chicago, IL 60603

Harris, Mr. Kenneth Leo

773-553-2710

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 09-1216-PR28) in the amount of \$4,500,000 are for a term commencing February 1, 2010 and ending January 31, 2013, with the Board having one (1) option to renew for a period of one (1) year. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of each agreement is being renewed for a term commencing February 1, 2013 and ending January 31, 2014.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

PCG shall continue to provide a valid claims filing system to maximize the reimbursement available for the provision of health and social services to eligible students and to reduce vendor costs. Program funding includes but is not limited to Medicaid and SCHIP, Temporary Assistance to needy Families, Poverty Grant and SNAP Administrative grant. Paradigm shall provide secondary collection services for Medicaid claiming.

DELIVERABLES:

PCG shall continue to provide the following deliverables: Federal and State policy and procedure expertise and auditing support; assist with Medicaid fee-for-service claiming; develop and implement a TANF claiming management plan that addresses submission of TANF and MOE claims for services delivered to CPS students; process quarterly SNAP administrative outreach claims and generate reports; facilitate collection and analysis of student enrollment data from state agencies to identify under-enrollment in Poverty Grant Programs; and, develop and implement a revenue enhancement plan and legislative policy agenda that structures ideas for increasing CPS' revenue for health and social services through Federal, State and other grant funding.

Paradigm will provide unbilled services analysis and recovery including analysis of current operation procedures to determine causes for services not being billed and corrective action to reduce number of unbilled services and analyze billed services to ensure claims were properly submitted and optimum reimbursement was received.

OUTCOMES:

PCG services will continue to result in increased reimbursements for healthcare and social services programs; identification of new revenue enhancements to boost CPS' revenues for health and social services; and, reduced vendor and administrative costs.

Paradigm's claim recovery services will result in increased Medicaid revenues for services provided to Medicaid eligible students and improved data collection services.

COMPENSATION:

Consultants shall be paid during this option period as specified in their renewal document; total for all Consultants not to exceed the sum of \$1,500,000 for the renewal period.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE participation goals for this agreement are: 25% total MBE and 5% total WBE.

Public Consulting Group, Inc. has identified the following:

Total MBE - 25%

Marion Edward Associates, Inc.
4415 W. Harrison Street, Suite 444
Hillside, IL 60162
Contact: Edward Thurman

Total WBE - 5%

BPS Staffing, Inc.
200 N. LaSalle Street, Suite 1900
Chicago, IL 60601
Contact: Tamerra Buckhanan

Paradigm Healthcare Services LLC:

The Waiver Review Committee recommends a full waiver of the M/WBE participation goals be granted because the scope of work for this company's portion of the agreement is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 115
Dept. of Finance, 12410
\$300,000, FY13
\$1,200,000, FY14
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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

12-1219-PR14

APPROVE ENTERING INTO AN AGREEMENT WITH DELOITTE TOUCHE LLP FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Deloitte Touche (Deloitte) to provide consulting services to the department of Information Technology Services (ITS) at a cost not to exceed \$352,000.00 of which approximately \$248,000.00 is pro bono and the cost to the Board shall not exceed \$104,000.00. Deloitte was selected on a non-competitive basis. Deloitte has provided invaluable advisory and consulting services to CPS in the past, and has proven itself a valued strategic partner of Information Technology Services. A written agreement for Deloitte's services is currently being negotiated. No services shall be provided by Deloitte and no payment shall be made to Deloitte prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR:

- 1) Vendor # 46243
DELOITTE & TOUCHE LLP 1
111 SOUTH WACKER
CHICAGO, IL 60606
Dave McKeon
312 486-2856

USER INFORMATION :

Contact: 12510 - Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603
Tidmarsh, Mr. Lachlan W.
773-553-1300

Project
Manager: 12510 - Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603
Mcphearson, Mr. Anthony Lavelle
773-553-1300

TERM:

The term of this agreement shall commence on January 1, 2013 and shall end July 1, 2013. This agreement shall have no options to renew.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Deloitte Touche will assess and upgrade ITS current project and portfolio management tool in order to improve how CPS tracks and manages IT initiatives.

DELIVERABLES:

Deloitte will provide project and portfolio management subject matter experts to assess ITS current PM tools, upgrade it, and provide integration and customization services. During the engagement, Deloitte will:

Ensure tool use is comprehensive across all modules.
Simplify tool fields to provide only necessary, comprehensive reporting information.
Provide integration with other systems or tools, if required.
Upgrade the HP PPM application to a current and supportable version.
Develop custom dashboard views and reports

OUTCOMES:

Deloitte's services will result in an extensive evaluation of the current tool, an upgrade of that tool, custom integration of other PM resources and tools, and more meaningful reports or dashboard views.

COMPENSATION:

Deloitte shall be paid as specified in the agreement; total not to exceed the sum of \$104,000.00.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement include 30% total MBE and 7% WBE participation. This agreement was presented to and approved by the Non-Competitive Procurement Review Committee (NPRC) as a sole source service, and the Office of Business Diversity recommends a waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due to the scope of services being not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 115
Office of Information Technology Services, Parent Unit 12500
Anticipated Spend \$104,000.00
Fiscal Year 13

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

12-1219-PR15

APPROVE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH VENDORS FOR STUDENT INFORMATION SYSTEMS CONSULTANTS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of and entering into agreements with vendors to provide student information systems consultants at a cost not to exceed \$4,410,200.00 in the aggregate and approve entering into a written master agreement with each consultant. Consultants were selected on a competitive basis pursuant to Board Rule 7-2. A written master agreement for consultants is currently being negotiated. No services shall be provided by and no payment shall be made to any consultant prior to the execution of their written master agreement. The pre-qualification status approved herein for each consultant shall automatically rescind in the event such consultant fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to this master agreement is stated below.

Specification Number : 12-250045

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-2280

USER INFORMATION :

Contact:
12510 - Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603
Tidmarsh, Mr. Lachlan W.
773-553-1300

Project
Manager:
12510 - Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603
Dibartolo, Mr. Phillip Brian
773-553-1300

TERM:

The term of this pre-qualification period and each master agreement is two years, effective January 1, 2013 and ending January 1, 2015. The Board shall have the right to extend the pre-qualification period and each master agreement for two additional one year periods.

SCOPE OF SERVICES:

The vendors listed below will be contracted to provide consulting services for projects to support and/or enhance CPS suite of Student Information Systems, and to support the efforts of the Board in completing several projects including, but not limited to:

Illinois State Learning Environment (ISLE) Integration. The Board is participating in an effort to integrate into a state-wide learning environment. This project is a requirement of the Board as a participant in the Race to the Top III federal program. Work effort will involve business analysis, data mapping, and the development of numerous data exchange routines.

Charter School Data Integration. This project will implement greater automation in data integration between the CPS data warehouse and the charter schools, eliminating dual entry and facilitating state reporting. Work effort will include business analysis and the design and development of a data exchange framework that is agnostic to the different student information systems employed by various charter operators.

Build out Analytics Dashboard. Provide classroom teachers and school administrators a single-source system for a comprehensive student profile. Provide administrators with a tool that allows for the establishment of customized metrics and success thresholds. Consolidate disparate reporting sources and provide single-source tools to facilitate program-based performance analytics.

Retire SIR (Legacy) Student Information System. Consolidate and streamline Extract, Load, Transform (ETL) processes, tools, and platforms through the retirement and migration of the Operational Data Store and Ab Initio ETL procedures. Replace the current Attendance auto-dialer. Replace the current application for the fulfillment of high school transcript requests for former Board students (pre 2006).

Student Information System Consolidation. Strategically position the Board to take advantage of emerging technologies in the K-12 software space to consolidate the exiting suite of five web based IMPACT tools. This effort involves the establishment of a single sign on capacity to increase ease of use for users. Build functional application enhancements to support changes to educational strategies, board policies and compliance requirements.

Contracted vendors will provide experienced resources capable of filling one or more of the following roles:

SQL Application Database Administrators

Data Analysts

ETL Developers / Architects

Business Analysts

Application / Report Developers

Trainers

Project/Change Managers

Other technical resources to support implementation of IMPACT Applications, the Data Warehouse and Reporting Interfaces/Applications

COMPENSATION:

Selected vendors who are engaged to provide services will invoice the Board on a monthly basis. Invoices will be paid upon CPS approval of matching weekly timesheets. The sum of payments to all pre-qualified vendors for the two-year pre-qualification term shall not exceed \$4,410,200.00, and the costs associated herewith shall be reported to the Board on a quarterly basis.

USE OF POOL:

Information Technology Services is authorized to receive services from the pre-qualified pool as follows: Statements of Work shall be issued and awarded by the ITS Project Manager with assistance, as needed, by the Department of Procurement and Contracts. Statements of Work will be issued to the vendors to perform specific work which shall have variable and flexible schedules ranging from days to multiple months.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The goals for this agreement are 25% total MBE and 5% total WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

Participation will be achieved through the following:

MBE - 25%

Clarity Partners, LLC
22 W. Washington Street, Suite 1490
Chicago, Illinois 60602
Contact: Rodney Zech

Third Sight Technologies Corporation
1812 Lisson Road
Naperville, Illinois 60565
Contact: Arasar Arullallar

Viva USA, Inc.
3601 Algonquin, Suite 425
Rolling Meadows, Illinois 60008
Contact: Liango Radhakrishnan

WBE - 5%

The William Everett Group
35 E. Wacker Drive, Suite 914
Chicago, Illinois 60601
Contact: Ellen Rozelle Turner

B2B Strategic Solutions, Inc.
150 N. Michigan Avenue, Suite 2800
Chicago, Illinois 60601
Contact: Donna C. Bryant

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: TBD
Information Technology Services, Parent Unit 12500
Anticipated Spend \$2,035,600.00 Fiscal Year 13
Anticipated Spend \$2,374,600.00 Fiscal Year 14
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).

- | | |
|---|--|
| <p>1) Vendor # 63035
CLARITY PARTNERS, LLC
22 WEST WASHINGTON STREET., STE 1490
CHICAGO, IL 60602
Rodney Zech
312 920-0550</p> | <p>5) Vendor # 70158
MIGRATION METRICS LLC
433 WEST WELLINGTON AVE. #2N
CHICAGO, IL 60657
Glenn Bailey
773 472-4515</p> |
| <p>2) Vendor # 90597
VIVA USA, INC
3601 ALGONQUIN., STE 425
ROLLING MEADOWS, IL 60008
Ilango Radhakrishnan
847 368-0860</p> | <p>6) Vendor # 94558
CHRISTOPHER TOCZYCKI, INC
1068 ARCADY DRIVE
LAKE FOREST, IL 60045
Christopher Toczycki
847 308-7265</p> |
| <p>3) Vendor # 69009
VERSI FIT SOFTWARE, LLC
103 WEST COLLEGE AVE., STE 923
APPLETON, WI 54912
Michael Morrissey
920 882-1904</p> | |
| <p>4) Vendor # 85508
THIRD SIGHT TECHNOLOGIES CORP.
1812 LISSON RD.
NAPERVILLE, IL 60565
Arasar Arullallar
847 682-5605</p> | |

12-1219-PR16

APPROVE ENTERING INTO AN AGREEMENT WITH SILK SCREEN EXPRESS, INC. FOR THE PURCHASE OF SCHOOL UNIFORMS AND GYM APPAREL FOR ALL SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Silk Screen Express, Inc. for the purchase of school uniforms and gym apparel for all schools at a total cost not to exceed \$300,000, which reflects a 12% cost savings from the previous contract. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for this purchase is available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 12-250044

Contract Administrator : Knowles, Miss Demetra / 773-553-3256

VENDOR:

- 1) Vendor # 35165
SILK SCREEN EXPRESS, INC.
7611 WEST 185TH STREET
TINLEY PARK, IL 60477
Dawn Coleman
800 366-5071

USER INFORMATION :

Contact:

12210 - Procurement and Contracts Office

125 South Clark Street 10th Floor

Chicago, IL 60603

Knowles, Miss Demetra

773-553-3256

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. This agreement shall have one (1) option to renew for a period of twelve (12) months.

EARLY TERMINATION RIGHT:

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

DESCRIPTION OF PURCHASE:

Vendor will provide the following goods: School uniforms and gym apparel for all students. This includes male and female pants, shorts, polo shirts, dress shirts and gym apparel in various sizes and colors. Schools shall have the option to include logo embroidery or screen printing on the apparel as well.

OUTCOMES:

This purchase will result in schools having the ability to purchase school uniforms and gym apparel at a low price from a single vendor.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$300,000.00.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement are: 30% total MBE and 7% total WBE participation.

The awarded vendor has identified the following participation:

Total MBE - 30%

Inter City Supply
8830 S. Dobson
Chicago, Illinois 60619
Contact: Jackie Dyess

Total WBE - 70%

Silk Screen Express, Inc.
7611 W. 185th Street
Tinley Park, Illinois 60477
Contact: Dawn Coleman

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to various departments and schools: Not to exceed \$300,000.00
Fiscal Years: 2013, 2014 and 2015
Source of Funds: Various

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

12-1219-PR17

AMEND BOARD REPORT 12-0627-PR39
APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE SAFE
PASSAGE SERVICES FOR DESIGNATED NEIGHBORHOODS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various organizations to provide Safe Passage services in designated neighborhoods in an effort to target resources towards schools which are most at risk at a total cost not to exceed ~~\$6,205,000.00~~ \$8,398,000.00. Vendors were selected on a competitive basis pursuant to Board Rule 7-2 through a duly advertised Request for Proposal (Specification No.: 12-250014). No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This December 2012 amendment is necessary to authorize an amendment to the agreements with The Catholic Bishop - St. Sabina, The Black United Fund of Illinois, New Hope Community Service Center, and Target Area Development Corporation to revise the scope of services and increase the compensation for providing services to the designated neighborhoods. Written amendments to the agreements with these four (4) organizations are required. The authority granted herein shall automatically rescind as to each of these organizations in the event their written amendment is not executed within 90 days of the date of this amended Board Report.

USER INFORMATION :

Contact: 10610 - School Safety and Security Office
 125 S Clark St - 1st Floor
 Chicago, IL 60603
 Chou, Mrs. Jadine P.
 773-553-3011

TERM:

The term of each agreement shall commence on the date the agreement is signed and shall end July 31, 2013. The agreements shall have (2) options to renew for periods of 12 months each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

The Board has conducted a thorough assessment of the violence-related risks posed to CPS school students both inside and outside of the school. In response to data-based research and community discussions, the Board is executing a safety strategy designed to focus resources on two ultimate goals: 1. Reduce the likelihood that high-risk Chicago Public Schools students will become victims of violent incidents; and, 2. Create a safe, secure, and supportive school environment to increase student attendance and improve academic performance. To achieve these goals, the Board has outlined the Safe Passage program to help ensure safety students travel. The Vendors will provide the following Safe Passage Services: 1. Community Watchers: Vendors will deploy Safe Passage staff ("Community

Watchers" or "Watchers") throughout Board-designated safety routes to supervise students traveling to and from school grounds. Such supervision will occur during school arrival and dismissal times or solely during dismissal times. Such supervision will vary depending on the individual school's arrival and dismissal times. II. Outreach Management Services: Vendors may be asked to provide outreach services for students with five (5) or more unexcused absences. Outreach services will include the administration of assessments to uncover the circumstances associated with students' absences and the communication of the results of such assessment to the appropriate entities. All Safe Passage Vendor staff must satisfy the CPS and statutory requirements for individuals who have access to students, which includes background checks.

DELIVERABLES:

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

OUTCOMES:

Vendors' services will result in: 1) increased student attendance, 2) decreased violent incidents involving CPS students, and 3) increased student perception of safety traveling to and from school.

COMPENSATION:

Vendors shall be paid as specified in their respective agreement; total compensation for all vendors not to exceed the aggregate sum of ~~\$6,265,000.00~~ \$8,398,000.00.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The goals for this agreement are 30% total MBE and 7% total WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to: Office of Safety and Security
 Source of Funds: Title I Federal Grant and General Education
 Budget Classification: 10615-332-54125-254605-430126 - \$7,000,000.00
 Source of Funds: U.S. Department of Justice, Secure Our Schools Grant
 Budget Classification: 10615-324-54125-254605-500738- \$500,000.00
 Budget Classification: 10615-324-54125-254605-500840 - \$500,000.00
 Charge to: Office of Pathways to College and Career
 Source of Funds: U.S. Department of Education Grant (High School Graduation Initiative Grant)
 Budget Classification: 13722-324-54125-221021-511241 - \$55,000.00
 Source of Funds: Illinois State Board of Education Grant (Truancy Alternative Education Options Program)
 Budget Classification: 13722.324.54125.211001.376632 - \$150,000.00
FY13 Fund: 115
Office of Safety & Security. 10600
FY13 \$193,000

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- | | |
|---|---|
| <p>1) Vendor # 37537
ALLIANCE FOR COMMUNITY PEACE
509 W. ELM STREET
CHICAGO, IL 60610
Reverend Dr. Walter B. Johnson
312 943-8530</p> | <p>6) Vendor # 45510
ENLACE CHICAGO
2756 S. HARDING AVE
CHICAGO, IL 60623
Michael Rodriguez
773 542-9233</p> |
| <p>2) Vendor # 11359
CATHOLIC BISHOP-SAINT SABINA
1210 WEST 78TH
CHICAGO, IL 60620
Jocelyn Jones
773 483-4300</p> | <p>7) Vendor # 96888
LEAVE NO VETERAN BEHIND
19 SOUTH LASALLE, STE 500
CHICAGO, IL 60603
Eli H. Williamson
312 379-8652</p> |
| <p>3) Vendor # 22146
BLACK UNITED FUND OF ILLINOIS
1809 E. 71ST STREET
CHICAGO, IL 60649
Henry English
773 324-0494</p> | <p>8) Vendor # 29032
NEW HOPE COMMUNITY SERVICE CENTER
2559 WEST 79TH STREET
CHICAGO, IL 60652
Brenda golden
773 737-9555</p> |
| <p>4) Vendor # 39142
BRIGHTON PARK NEIGHBORHOOD
COUNCIL
4477 S. ARCHER AVE.
CHICAGO, IL 60632
Patrick Borosnan
773 523-7110</p> | <p>9) Vendor # 20228
WESTSIDE HEALTH AUTHORITY
5417 WEST DIVISION STREET
CHICAGO, IL 60651
Jackie Reed
773 378-1878</p> |
| <p>5) Vendor # 36635
CLARETIAN ASSOCIATES, INC
9108 S. BRANDON AVENUE
CHICAGO, IL 60617
Angela Hurlock
773 734-9181</p> | <p>10) Vendor # 68496
TARGET AREA DEVCORP
1542 WEST 79TH
CHICAGO, IL 60620
Autry Phillips
773 651-6470</p> |

Vice President Ruiz abstained on Board Report 12-1219-PR17.

12-1219-PR18

**APPROVE ENTERING INTO AN AGREEMENT WITH EDUCATION LOGISTICS FOR CONSULTING
AND PROFESSIONAL SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Education Logistics to provide consulting and professional services to the Bureau of Student Transportation Services at a total cost not to exceed \$125,000. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by Chief Purchasing Officer. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR:

- 1) Vendor # 47775
EDUCATION LOGISTICS
3000 PALMER STREET
MISSOULA, MT 59808
Jason Corbally
406 728-0893

USER INFORMATION :

Contact:

11870 - Student Transportation

125 South Clark Street 16th Floor

Chicago, IL 60603

Osland, Mr. Paul G.

773-553-2860

TERM:

The term of this agreement shall commence on December 21, 2012, and shall end June 20, 2013. This agreement shall have no options to renew.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Consultant will provide on-site consulting for evaluation and validation of the District's Edulog System data. This will involve a review, analysis, and assistance with correction of the District's Edulog routing and scheduling system data to ensure as much routing information parallels what the bus contractors are doing as possible. The consultant will also provide a school bell time optimization study which is based on the evaluation and validation task. Using information contained in the District's Edulog system databases, consultant will use Edulog's bell time optimization software to create new school bell times and new school bus route couplings for two different scenarios. The first scenario will use as much flexibility as possible in school bell times to determine what the effect on fleet requirements and District expenses would be if the most aggressive plan for adjusting bell times were to be implemented. The second scenario would be a study of what effect on transportation requirements and fleet size would result if only a few school bell times were modified so as to maximize the savings while minimizing the effect on school schedules. For the purposes of this project, all other policies and assignments will remain as currently established by the District and/or contained in the District's Edulog system.

DELIVERABLES:

Consultant will create two reports, one for each scenario described in the above Scope of Services, with supporting statistics estimating total fleet requirements for each bell time change scenario.

OUTCOMES:

Vendor's services will result in service improvement and cost control by gaining control of our routing and building an optimization capability for Chicago Public Schools. Vendor's work will also result in the reduction in routes/buses and immediate savings.

COMPENSATION:

Vendor shall be paid as specified in the agreement; total not to exceed the sum of \$125,000.

REIMBURSABLE EXPENSES:

The total compensation amount reflected herein is inclusive of all reimbursable expenses.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The MBE/WBE participation goals for this agreement are: 30% total MBE and 7% total WBE participation. However, the Office of Business Diversity recommends a waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted, as this agreement was approved as a Sole Source award due to the proprietary software owned by the awarded vendor.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 115

Department Name: Bureau of Student Transportation

Department Parent Unit Number: 11900

FY13 \$125,000.00

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

12-1219-PR19

AMEND BOARD REPORT 11-1214-PR11

AMEND BOARD REPORT 11-0525-PR20

AMEND BOARD REPORT 10-1117-PR20

AMEND BOARD REPORT 09-1216-PR26

AMEND BOARD REPORT 09-0128-PR16

RATIFY AMENDMENT TO BOARD REPORT 08-0827-PR24

AMEND BOARD REPORT 07-1024-PR21

AMEND BOARD REPORT 07-0228-PR12

AMEND BOARD REPORT 05-0824-PR11

AMEND BOARD REPORT 05-0323-PR14

**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH VARIOUS COMPANIES
FOR DEFINED CONTRIBUTION RETIREMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreements with the various companies identified below to provide defined contribution retirement services to Chicago Public School employees, at no cost to the Board and to enter into a written agreement substituting Reliance Financial Corporation in place of MetLife Bank as Custodian regarding the custodial agreements renewed in #6 below. Vendors will continue to provide investment management, administration and recordkeeping for group fixed annuities, variable annuities and institutional mutual funds. Written documents exercising this option are currently being negotiated. The authority granted herein as to each vendor shall automatically rescind in the event a written document for each vendor is not executed within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

This amendment is necessary in order to provide a successor custodian for MetLife, which is exiting this type of business. A written agreement with Reliance Financial Corporation is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement with Reliance Financial Corporation is not executed within 120 days of this amended Board Report.

This second amendment to the Board Report is necessary to change the ending term of each renewal period (with the exception of Prudential Retirement Services) from April 1, 2007 to December 31, 2007. This amendment will allow sufficient time for completion of a comprehensive Request for Proposals. Written amendments to each renewal agreement are required. The authority granted herein shall automatically rescind in the event written amendments are not executed within 90 days of this amended Board Report.

This third amendment to the Board Report is necessary to change the ending term of each renewal period with the exception of Prudential Retirement Services from December 31, 2007 to December 21, 2008. This amendment is necessary in order for written agreements to continue in effect to administer and protect employee tax deferred contributions. Written amendments to each renewal are required. The authority granted herein shall automatically rescind in the event written amendments are not executed within 90 days of this amended Board Report.

This fourth amendment is necessary to change the ending date of each renewal period from December 31, 2008 to December 31, 2009, with the exception of Prudential Retirement Services. This amendment is necessary in order for written agreements to continue in effect to administer and protect employee tax deferred contributions while allowing sufficient time for completion of a comprehensive Request for Proposals. Written amendments to each renewals agreement are required. The authority granted herein shall automatically rescind as to each unexecuted amendment in the event written amendments are not executed within 90 days of this amended Board Report.

This fifth amendment is necessary to reflect the name change of CitiStreet Associates, LLC to MetLife Associates, LLC; and also to correct the erroneous deletion of Reliance Financial Corporation, as custodian; as a party in category 6 below, and to restore it under category 6 as of the prior Board Report date where it last appeared. Further, the written amendments with MetLife Associates, LLC and Reliance Financial Corporation pursuant to the fourth amendment, herein above, executed prior to this Board Report date are herein ratified. The authority granted herein shall automatically rescind as to the amendments cited in the fourth amendment to this Board Report, above, as to MetLife Associates, LLC and as to Reliance Financial Corporation in event that written amendments reflecting these changes are not executed within 90 days of this amended Board Report.

This sixth amendment is necessary to correct the address for Variable Annuity Life Insurance Company and to change the ending date of each renewal period from December 31, 2009 to December 31, 2010, except for Prudential. This amendment is necessary in order for written agreements to continue in effect to administer and protect employee tax deferred contributions while allowing sufficient time to implement new administrative and other agreements. Written amendments to each renewal agreements are required. The authority granted herein shall automatically rescind as to each unexecuted amendment in the event that written amendments are not executed within 90 days of this amended Board Report.

This seventh amendment is necessary to amend certain provisions in the contracts of four of the vendors effective as of December 1, 2010, and to amend the ending date of the renewal agreements for these vendors from December 31, 2010 to December 31, 2011. The four vendors are ING Insurance and Annuity Company, Variable Annuity Life Insurance Company, MetLife Associates LLC and Metropolitan Life Insurance Company. The amendment contains provisions relating to cooperation by these four vendors with respect to recordkeeping services and arrangement for reimbursement of plan expenses. Written amendments to the renewal agreements of these four vendors are required. The authority granted herein shall automatically rescind as to each of these vendors in the event that their written amendment is not executed within 90 days of this amended Board Report.

This eighth amendment is necessary to: a) Amend the ending date of the renewal agreements for ING Life Insurance and Annuity Company and Variable Annuity Life Insurance Company from December 31, 2011 to December 31, 2012; and b) To delete three vendors with whom the previous written agreements have expired: Hartford Life Insurance Co., Horace Mann Life Insurance Company and Prudential Group Life and Disability Insurance. Written amendments to the renewed agreements with the above two vendors are required. The authority granted herein shall automatically rescind as to each of these vendors in the event that their written amendment is not executed within 90 days of this amended report.

This ninth amendment is necessary to: i) reflect consent to the assignment of the Board's contract with MetLife Associates, LLC to Metropolitan Life Insurance Company to be dated as of December 15, 2011; and ii) amend the ending date of the renewal agreements with Metropolitan Life Insurance Company and with Reliance Financial Corporation as custodian, and the ending date of the renewal agreement of the contract assigned Metropolitan Life Insurance Company hereunder.

This tenth amendment is necessary to a) amend the ending date of the renewal agreements for i) ING Life Insurance and Annuity Company, ii) Variable Annuity Life Insurance Company, iii) Metropolitan Life Insurance Company as assignee of MetLife Associates, LLC, and (iv) Metropolitan Life Insurance Company from December 31, 2012 to December 31, 2013; and b) to extend the ending date of the agreement with Reliance Financial Corporation as custodian. Written amendments to the renewed agreements with the above vendors are required.

USER INFORMATION:

Contact: 11010 - Office of Human Capital
125 S Clark St - 2nd Floor
Chicago, IL 60603
Wolter, Mr. William R.
773-553-3807

ORIGINAL AGREEMENT:

The original agreements (authorized by Board Report 02-0123-PR31 as amended under Board Resolution 02-1120-RS06 and by Board Report 05-0824-PR11) are for a term commencing April 1, 2002 and ending April 1, 2005, with the Board having one option to renew for an additional period of twenty four (24) months. The written agreements were renewed for a term commencing April 1, 2005 and ending April 1, 2007 pursuant to Board Report number 05-0323-PR14. The agreements were then amended pursuant to Board Report number 07-0228-PR12 and extended to the end date of December 31, 2007, and amended pursuant to Board Report 07-1024-PR21 and then extended to the end date of December 31, 2008, with the exception of Prudential Retirement Services. The agreements remaining were then amended pursuant to Board Report number 08-0827-PR24 and extended to the end date of December 31, 2009. This Board Report was then amended pursuant to Board Report No. 09-0128-PR16 to reflect the name change of CitiStreet Associates, LLC to MetLife Associates, LLC and also to correct the erroneous deletion of Reliance Financial Corporation, as custodian. The agreements were then amended pursuant to Board Report No. 09-1216-PR26 and extended to the end date of December 31, 2010 except for Prudential. The agreement were then amended pursuant to Board Report 10-1117-PR20 and extended to the end date of December 31, 2011 except for Prudential, Horace Mann, and, Hartford. The original agreements were awarded on a competitive basis pursuant to a duly advertised Request for Proposals (Specification #01-250230).

OPTION PERIOD:

The term of each agreement with Harford life Insurance Company and Horace Mann Life Insurance Company shall be renewed for a period commencing April 1, 2005 and ending December 31, 2010. The term of each of the agreements with the following: MetLife Associates, LLC as assigned hereunder, and Metropolitan Life Insurance Company shall be renewed for a period commencing April 1, 2005 and ending December 31, ~~2013~~ 2012. ING Life Insurance and Annuity Company, Variable Annuity Life Insurance Company and Metropolitan Life Insurance Company shall be renewed for a period beginning from April 1, 2005 to December 31, ~~2013~~ 2012. The term for the agreement with Prudential Retirement Services shall be for six-month period commencing April 1, 2005 and ending October 1, 2005.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendors shall continue to provide comprehensive defined contribution retirement services which include: Management of investment options (either proprietary, non-proprietary or a combination)
Participant Communication
Administration/Recordkeeping
Participant Education
Vendors shall only provide those products and services within the product line for which they were originally selected.

DELIVERABLES:

Vendors shall continue to provide periodic reports related to program activities, including enrollment, vendor performance, investment performance and participant services. Vendors shall continue to develop communication materials, conduct education seminars and provide training materials for Board staff.

OUTCOMES:

Vendors services shall continue to result in a program that provides quality investment products and services, with cost effective fees that enhances the Board of Education's defined contributions retirement program.

COMPENSATION:

Vendor shall be paid during this option through voluntary deductions for participating Board employees, with no cost to the Board. Cost and fee structures offered to participating Board employees shall be guaranteed for the renewal term and, for participants with Prudential Retirement Services, shall be guaranteed for the six-month renewal term.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, these agreements are exempt from MBE/WBE review because they are unique transactions that come at no cost to the Board.

LSC REVIEW:

Not applicable.

FINANCIAL:

Providers shall be paid through voluntary deductions from participating Board Employees, with no cost to the Board.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- | | |
|---|--|
| 1) Deleted | 6) Vendor # 34986
METROPOLITAN LIFE INSURANCE CO.
(Assignee)
400 ATRIUM DR.
SOMERSET, NJ 08873
Thomas Hogan, Senior Vice President
732-652-1212
<u>Reliance Financial Corporation, as Custodian</u>
<u>3384 Peachtree Road NE, Suite 900</u>
<u>Atlanta, GA 30326</u>
<u>Products-Services:</u>
<u>Mutual Funds</u> |
| 2) Vendor # 91417
ING LIFE INSURANCE AND ANNUITY COMPANY
ONE ORANGE WAY-A3N
WINDSOR, CT 06095
Laurie Lombardo, Product Director
860-580-1649 | |
| 3) Deleted | |
| 4) Vendor # 23624
VARIABLE ANNUITY LIFE INSURANCE COMPANY, THE
2929 ALLEN PARKWAY, STE L6-30
HOUSTON, TX 77019
Mike Gifford, Vice President
713-831-5064 | 7) Deleted |
| 5) Vendor # 12898
METLIFE ASSOCIATES, LLC (Assignor)
400 ATRIUM DRIVE
SOMERSET, NJ 08873
Julie Taylor
732-514-2000 | |

Vice President Ruiz abstained on Board Report 12-1219-PR19.

12-1219-PR20

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH TELLIGEN HEALTH MANAGEMENT SOLUTIONS, INC. FORMERLY KNOWN AS ENCOMPASS HEALTH MANAGEMENT SYSTEMS FOR UTILIZATION MANAGEMENT AND CASE MANAGEMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with Telligen Health Management Solutions, Inc. formerly known as Encompass Health Management Systems to provide utilization management and case management services for the Board's self-insured health care program to the

Office of Human Capital at a cost for the option period not to exceed \$1,500,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 24539
TELLIGEN HEALTH MANAGEMENT
SOLUTIONS, INC
6000 WESTOWN PARKWAY,
WEST DES MOINES, IA 50266-7771
Keith Vendr Kolk
515-223-2857

USER INFORMATION :

Contact:
11010 - Office of Human Capital

125 S Clark St - 2nd Floor

Chicago, IL 60603

Wolter, Mr. William R.

773-553-3807

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 08-0827-PR30) in the amount of \$2,500,000.00 is for a term commencing January 1, 2009 and ending December 31, 2011, with the Board having two options to renew, each for a one year term, with the cost of each option period not to exceed \$2,000,000.00. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4-1. The Board exercised the first renewal option pursuant to Board Report 11-0525-PR24 for a term commencing January 1, 2012 and ending December 31, 2012.

OPTION PERIOD:

The term of this agreement is being renewed for one year commencing January 1, 2013 and ending December 31, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to provide medical necessity, utilization review, case management, and other related services for the Board's self-insured health care program.

DELIVERABLES:

Vendor services will continue to provide utilization review, case management, quality of care evaluations, peer to peer consultations, and quarterly reports, including, but not necessarily limited to evaluation reports.

OUTCOMES:

Vendor's services will continue to result in comprehensive and affordable medical advisory services, which will result in program savings for the Board's self-insured medical program for Chicago Public Schools and Board's enrollees.

COMPENSATION:

Vendor shall be paid during this option period as follows: in accordance with the compensation schedule set forth in the written agreement, with total compensation not to exceed \$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 Human Capital Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This contract is in full compliance with the required goals of the Remedial program for Minority and Women Owned Business Enterprise Participation (M/WBE Plan). The M/WBE participation goals for this contract include: 35% total MBE and 5% total WBE. The vendor has identified the following:

Total MBE=35%
Seaway National Bank
645 E. 87th Bank
Chicago, IL 60619

Highland Community Bank
1701 E. 87th St.
Chicago, IL 60620

Meadows Office Supply
880 Remington Road
Schaumburg, IL 60173

Total WBE = 5%
The Travel Gallery
6645 N. Oliphant
Chicago, IL 60631

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Talent Office: \$1,500,000.00

FY 2013-FY2014

Budget Classification: Charge to sundry units, all operating funds, sundry programs, hospital insurance (account 57305)

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

President Vitale indicated that if there were no objections, Board Reports 12-1219-PR1 through 12-1219-PR20, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-1219-PR1 through 12-1219-PR20 adopted.

12-1219-OP2

**APPROVE NEW LEASE AGREEMENT WITH ZOUP! FRESH SOUP COMPANY
FOR USE OF SPACE AT 125 SOUTH CLARK STREET AND PAYMENT OF BROKERAGE FEES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the new retail lease agreement with Zoup! Fresh Soup Company ("Zoup") for use of space at 125 S. Clark St. A written lease is currently being negotiated. The authority granted herein shall automatically rescind in the event the lease is not executed within 90 days of the date of this Board Report. This Board Report is also to approve payment of brokerage fees to MB Real Estate Services. Information pertinent to this matter is stated below.

TENANT: Apexiti LLC, an Illinois Corporation d/b/a Zoup!

Contacts: James L. Behling
6S440 S. Richmond Ave
Westmont, IL 60559
(312)656-5810/jbehling@zoup.com

Stanley J. Bumstead
2332 Rebecca Drive
New Lenox, IL 60451
(815)735-2988/stanb@slalom.com

LANDLORD: Board of Education of the City of Chicago Public Schools

PREMISES: 125 S. Clark St., Suite 104; approximately 1,889 rentable square feet on the 1st floor.

USE: For the operation of a sit down and carry out restaurant which features soup and related products which may include bread, sandwiches, salads, desserts, smoothies, beverages and breakfast items.

TERM: 10 years commencing on the Rent Commencement Date (as defined below) and ending 10 years thereafter. Subject to the full execution of the written lease, beginning January 1, 2013 ("the Possession Date"), Tenant shall have the right to take possession of the Premises for pre-opening construction planning and permitting.

AS-IS CONDITION: Landlord will deliver the Premises in "as-is" condition on the Possession Date.

RENT COMMENCEMENT DATE: Rent shall commence on the 1st day of the month following 120 days after the Possession Date and Tenant has obtained all necessary permits and approvals necessary for its pre-opening construction ("Rent Commencement Date"). The permitting and approval process is estimated to take 4 weeks. Tenant shall be responsible for its proportional share of real estate taxes and common area maintenance expenses as of the Rent Commencement Date.

RENT: Tenant shall pay a total of approximately **\$978,000** in base rent and additional rent (maintenance and proportional real estate taxes) over the 10-year term as follows:

Lease Year	Monthly Base Rent	Annual Base Rent
1 & 2	\$ 0.00	\$ 0.00
3	\$7,083.75	\$85,005.00
4	\$7,083.75	\$85,005.00
5	\$7,083.75	\$85,005.00
6	\$7,792.13	\$93,505.50
7	\$7,792.13	\$93,505.50
8	\$7,792.13	\$93,505.50
9	\$7,792.13	\$93,505.50
10	\$7,792.13	\$93,505.50
Total base rent:		\$722,542.00

In addition, Tenant shall pay its proportionate share of building common area maintenance and real estate taxes, which are estimated to total **\$255,000** for the term of the lease.

Tenant will receive 24 months of net rent abatement beginning on the Rent Commencement Date ("Net Rent Abatement Period") in lieu of Landlord's base building work and tenant improvement allowance. Tenant shall still pay common area maintenance and real estate taxes during the Net Rent Abatement period.

COMMON AREA MAINTENANCE AND REAL ESTATE TAXES: In addition to the base rental rate, Tenant will pay its proportionate share of building common area maintenance and real estate taxes during the term of the lease, including the Net Rent Abatement Period.

TENANT ALLOWANCE: Landlord is providing no allowance or base building work. Tenant shall fund all base building, soft and hard construction costs, project management fees, and any other costs related to the construction of the Premises.

UTILITIES: Tenant will be responsible for all utility charges.

SIGNAGE: Tenant will have the right to install identification signs at the entrance to its Premises using the standard corporate logo or graphics of Tenant. Tenant will submit sign exhibits for Landlord's prior approval.

RESTRICTION: During the term of the Lease, Landlord shall not lease, rent, occupy, or permit to be occupied any space in the Building for the operation of a restaurant which features more than 4 soups per day and soup may account for no more than 20% of sales.

RENEWAL OPTION: Tenant will have 2 options to renew its lease for an additional term of 5 years each. Tenant will give to Landlord 12 months prior written notice of its intention to exercise such option. The base rent for the first renewal option (years 11-15) shall be \$54.45 per square foot. The base rent for the second renewal option (years 16-20) shall be the prevailing fair market rental for similar class retail space in the Loop area of Chicago, but not less than the then-escalated rate (\$59.90 per square foot). No brokerage fee will be paid in the event Tenant exercises its renewal options.

BROKERAGE FEES: The Board shall pay MB Real Estate Services, as agent for the Board, a brokerage fee of \$2.48 per square foot per year, half of which (\$1.24 per square foot per year) shall be paid to Cushman & Wakefield of Illinois, Inc., as agent for Tenant. The total brokerage fee to be paid by the Board is **\$46,847.20** (\$2.48 x 1,889 sf x 10 years), and shall be paid to MB Real Estate as follows: (i) 50% (\$23,423.60) shall be paid within 30 days of full lease execution, and (ii) the remaining 50% (\$23,423.60) shall be paid within 30 days of the first day Tenant occupies the Premises for the conduct of business.

LEASE SECURITY: James L. Behling and Stanley J. Bumstead will execute a personal guaranty of the lease on behalf of Tenant and for the benefit of the Board for Years 1 through Year 3 of the lease. At the beginning of Year 4, Tenant will submit a cash security deposit equal to 1 month gross rent to the Board. The personal guarantee shall expire at the beginning of Year 4, so long as the Board has received Tenant's security deposit. Tenant shall have 15 days from the date of notice to cure any monetary default 30 days from the date of notice to cure all other defaults.

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

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Not applicable.

FINANCIAL: Credit rent income to the General Fund.

Brokerage fee charged to:

FY13 Fund: 230
 Department Name: Facility Operations & Management \$46,847.20
 Department Parent Unit Number: 11800
 FY13: \$46,847.20

GENERAL CONDITIONS:

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

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

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

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

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

12-1219-ED1

REPORT ON STUDENT EXPULSIONS FOR NOVEMBER 2012

DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORT THE FOLLOWING DECISION:

16 Students were expelled from the Chicago Public Schools in November 2012.

DESCRIPTION:

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the *School Code of Illinois*, Section 6-8 of the *Rules of the Board of Education of the City of Chicago*, and the *Student Code of Conduct* of the Chicago Public Schools, the designee for the Chief Executive Officer approved the expulsion of 16 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

November Totals
 (November 1 to November 30, 2012)

Expulsions	16
No Expulsions	44
SMART Referrals	66
	126

(2012-2013 Totals to Date)
(August 1, 2012 to current)

Expulsions	35
No Expulsions	67
SMART Referrals	<u>141</u>
	243

Decisions Pending	21
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LSC REVIEW:

LSC review is not applicable to this report.

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

No cost to the Chicago Public Schools.

PERSONNEL IMPLICATIONS:

None.

12-1219-EX9**PRINCIPAL CONTRACTS (A)****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

Accept and file copies of the contracts with the principals listed below who were selected by the Local School Council pursuant to the Illinois School Code and the Uniform Principal's Performance Contract.

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Talent Office has verified that the following individuals have met the requirements for eligibility.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Konstantinos Patsiopoulos	Assistant Principal Holden	Contract Principal Holden Network: Pershing Elementary P.N. 146834 Commencing: November 1, 2012 Ending: October 31, 2016
Gerardo Trujillo	Assistant Principal Hancock	Contract Principal Pasteur Network: Midway Elementary P.N. 113626 Commencing: November 1, 2012 Ending: October 31, 2016

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salaries of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2012-2013 school budget.

12-1219-EX10

PRINCIPAL CONTRACT (B)**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.

DESCRIPTION: Recognize the selection by the local school council of the individual listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principal has completed 20 hours of Professional Development. The **RENEWAL** contract commences on the date specified in the contract and terminates on the date specified in the contract.

NAME	FROM	TO
Zoila Garcia	Contract Principal Whittier	Contract Principal Whittier Network: Pilsen-Little Village Elementary P.N. 114847 Commencing: August 1, 2012 Ending: July 31, 2016
Relanda Hobbs	Contract Principal L. Ward	Contract Principal L. Ward Network: Garfield-Humboldt Elementary P.N. 119563 Commencing: July 15, 2012 Ending: July 14, 2016
Sonja James	Contract Principal Parkman	Contract Principal Parkman Network: Pershing Elementary P.N. 119925 Commencing: September 1, 2012 Ending: August 31, 2016
Beverly Jordan	Contract Principal Pope	Contract Principal Pope Network: Austin-North Lawndale Elementary P.N. 118105 Commencing: January 22, 2013 Ending: January 21, 2017

LSC REVIEW: The respective Local School Council has executed the Uniform Principal's Performance Contract with the individual named above.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salary of this individual will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the 2012-2013 school budget.

12-1219-EX11

**CHIEF EXECUTIVE OFFICER'S REPORT ON POSTING AND PRESENTATION OF CERTIFIED
ADMINISTRATORS AND TEACHERS SALARY AND COMPENSATION REPORT**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING ACTION:**Description:**

Each school district shall report to the Illinois State Board of Education the base salary and benefits of the general superintendent of schools or chief executive officer and all administrators and teachers employed by the school district. "Benefits" includes without limitation vacation days, sick days, bonuses, annuities and retirement enhancements. Prior to this annual reporting to the State Board of Education, the

information must be presented at a regular board meeting, subject to applicable notice requirements, and then posted on the Internet website of the school district. 105 ILCS 5/34-18.38

The Talent Office has compiled the base salary and benefits of the chief executive officer and all administrators and teachers employed by the school district for presentation to the Board and for posting on the Board's website, a true and correct copy is on file in the Office of the Board. This information was posted on the Board's website effective December 1, 2012.

12-1219-AR2

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

I. Extend the rescission dates contained in the following Board Reports to February 27, 2013 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:

1. 10-0428-PR32: Approve Entering into an Agreement with Caremark PCS Health LLC for Consulting, Pharmacy Benefits Management and Other Services
User Group: Office of Human Capital
Services: Pharmacy Benefits Management
Status: In negotiations

2. 11-0727-PR7: Approve Exercising the Option to Renew the Agreement with the City of Chicago Department of Public Health for Inspection Services.
User Group: Nutrition Support Services
Services: Inspection Services
Status: In negotiations

3. 11-0824-EX12: Amend Board Report 11-0525-EX5: Amend Board Report 09-1123-EX18: Approve the Granting of a Charter and Entering into a Charter School Agreement with Urban Prep Academies Inc., an Illinois Not-For-Profit Corporation.
User Group: Office of New School
Services: Charter School
Status: In negotiations

4. 11-0824-EX13: Amend Board Report 11-0525-EX6: Amend Board Report 10-0428-EX5: Amend Board Report 09-1123-EX19: Approve the Granting of a Charter and Entering into a Charter School Agreement with Urban Prep Academies Inc., an Illinois Not-For-Profit Corporation.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

5. 11-0928-OP1: Reaffirm Board Report 11-0727-OP4: Authorize Entering into a Lease Agreement with the Chicago Park District for Gately Stadium.
User Group: Office of Real Estate
Services: Lease Agreement
Status: In negotiations

6. 11-1026-OP2: Authorize the Public Building Commission of Chicago to Acquire the Property at 10438 South Indianapolis Boulevard for the Construction of the New Southeast Area Elementary School.
Services: Acquire Property at 10438 South Indianapolis Boulevard
User Group: Operations
Status: In negotiations

7. 11-1026-OP3: Authorize the Public Building Commission of Chicago to Acquire by Condemnation Property at 10440-68 and 10476 South Indianapolis Boulevard for the Construction of a New Southeast Area Elementary School.
Services: Acquire Property at 10440-68 and 10476 South Indianapolis Boulevard
User Group: Operations
Status: In negotiations

8. 11-1214-EX4: Amend Board Report 11-0323-EX5: Amend Board Report 09-1123-EX11: Approve the Granting of a Charter and Entering into a Charter School Agreement with Academy for Global Citizenship, an Illinois Not-For-Profit Corporation.
Services: Charter School
User Group: Portfolio Office
Status: In negotiations

9. 11-1214-OP1: Amend Board Report 10-1215-OP1: Amend Board Report 10-0825-OP1: Approve Entering into an Intergovernmental Agreement to Exchange Land, an Amendment to the Lease Between the Public Building Commission and the Board, a Shared Use and Temporary License Agreement with the Chicago Park District Each in Connection with an Addition to the Edgebrook School.
Services: Intergovernmental Agreement
User Group: Real Estate
Status: In negotiations
10. 12-0222-EX22: Approve Entering into a School Management Consulting Agreement with the Academy of Urban School Leadership to Provide School Turnaround Services at Pablo Casals Elementary School.
Services: School Turnaround Services
User Group: Portfolio Office
Status: In negotiations
11. 12-0222-EX23: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Melville W. Fuller Elementary School.
Services: School Turnaround Services
User Group: Portfolio Office
Status: In negotiations
12. 12-0222-EX24: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Theodore Herzl Elementary School.
Services: School Turnaround Services
User Group: Portfolio Office
Status: In negotiations
13. 12-0222-EX25: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Marquette Elementary School.
Services: School Turnaround Services
User Group: Portfolio Office
Status: In negotiations
14. 12-0222-EX26: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Brain Piccolo Elementary School.
Services: School Turnaround Services
User Group: Portfolio Office
Status: In negotiations
15. 12-0222-EX27: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Alonzo Stagg Elementary School.
Services: School Turnaround Services
User Group: Portfolio Office
Status: In negotiations
16. 12-0425-EX4: Amend Board Report 09-0722-EX8: Amend Board Report 08-0227-EX24: Amend Board Report 06-1115-EX12: Approve the Granting of a Charter and Entering into a School Agreement with Henry Ford Academies of Illinois, NFP.
Services: Charter School
User Group: Portfolio Office
Status: In negotiations
17. 12-0425-EX5: Amend Board Report 09-1123-EX13: Approve the Granting of a Charter and Entering into a Charter School Agreement with Epic Academy, Inc. an Illinois Not-For-Profit Corporation.
Services: Charter School
User Group: Portfolio Office
Status: In negotiations
18. 12-0425-PR17: Amend Board Report 11-0427-PR40: Approve Exercising the First Option to Renew the Agreement with Sedgwick Claims Administration Services and Authorize Funding of Escrow Accounts Associated with These Services.
Services: Claims Administration
User Group: Office of Human Capital
Status: In negotiations

19. 12-0627-EX5: Approve Entering into an Agreement with the Academy for Urban School Leadership to Provide Management Consulting Services and Professional Development Consulting Services. (Dodge Renaissance Academy, The Chicago Academy, Tarkington School of Excellence, National Teachers Academy, Chicago Academy High School, Collins Academy High School, Orr Academy High School, Eric Solorio Academy High School, Bradwell School of Excellence, Curtis School of Excellence, Dulles School of Excellence, Howe School of Excellence, Johnson School of Excellence, Morton School of Excellence, Phillips Academy High School of Excellence)

Services: Consulting Services

User Group: Portfolio Office

Status: In negotiations

20. 12-0627-EX6: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at John Harvard Elementary School of Excellence

Services: Turnaround Services

User Group: Portfolio Office

Status: In negotiations

21. 12-0627-EX7: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at William T. Sherman Elementary School of Excellence

Services: Turnaround Services

User Group: Portfolio Office

Status: In negotiations

22. 12-0725-OP3: Approve New License Agreement with the Boys & Girls Club Located at 2950 W. 25th St. for Spry School.

Services: License Agreement

User Group: Office of Real Estate

Additional Action: This matter was inadvertently omitted from the October 24, 2012 Rescission Board Report. The extension is ratified to take effect as of that date, thereby extending the rescission date to December 19, 2012.

23. 12-0725-OP4: Approve New License Agreement with Park One for the Use of the Parking Garage Located at 711 S. Plymouth Ct. for Jones High School.

Services: License Agreement

User Group: Office of Real Estate

Additional Action: This matter was inadvertently omitted from the October 24, 2012 Rescission Board Report. The extension is ratified to take effect as of that date, thereby extending the rescission date to December 19, 2012.

24. 12-0725-PR2: Approve Entering into an Agreement with Avid National Center for Membership Fees, Professional Development, and Classroom Curriculum Libraries

Services: Professional Development

User Group: Academic Learning and Support

Status: In negotiations

25. 12-0925-OP2: Approve Renewal of License Agreement with Interpark, Inc. for the use of the Parking Garage Located at 17 E. Adams Street for the Use of Chicago Public School Employees and Officials of the Central Office.

Services: License Agreement

User Group: Real Estate

Status: In negotiations

26. 12-0925-PR5: Amend Board Report 10-0728-PR5: Approve Entering into an Agreement with Citibank, N.A. F/K/A Citibank (South Dakota), N.A for Multi-Purpose Procurement Card Services (Revenue Generating)

Services: Procurement Card Services

User Group: Accounts Payable

Status: In negotiations

27. 12-0925-PR6: Approve Exercising the Second Option to Renew the Agreement with Maximus, Inc. and Assignment of Original Agreement to Maximus K-12 Education, Inc.

Services: Student Services Management

User Group: Information & Technology Services

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. 12-0822-ED2: Approve Entering into Agreements with ISBE-Approved Supplemental Educational Services Providers.

Services: Educational Services

User Group: Office of Pathways to College and Career

Action: Rescind Board Authority in full for A Better Grade Inc. (#2).

1. 12-0822-PR9: Amend Board Report 12-0725-PR13: Amend Board Report 12-0627-PR12: Approve Entering into Agreements with Various Vendors for Social Emotional Learning Services.
Services: Social Emotional Learning Services
User Group: Youth Development and Positive Behavior Supports
Action: Rescind Board Authority in full for University of Illinois at Chicago (#24).

President Vitale thereupon declared Board Reports 12-1219-OP2, 12-1219-ED1, 12-1219-EX9 through 12-1219-EX11, and 12-1219-AR2 accepted.

OMNIBUS

At the Regular Board Meeting of December 19, 2012 the foregoing motions, reports and other actions set forth from number 12-1219-MO1 through 12-1219-MO3 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

President Vitale abstained on Board Report 12-1219-PR7.

Vice President Ruiz abstained on Board Reports 12-1219-EX3 (Camelot Alternative Contract School and Denials), 12-1219-OP1, 12-1219-AR1, 12-1219-PR2, 12-1219-PR5, 12-1219-PR11, 12-1219-PR12, 12-1219-PR17, and 12-1219-PR19.

ADJOURNMENT

President Vitale moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Vitale thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of December 19, 2012 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

**Estela G. Beltran
Secretary**

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***Appendix A: Call for Quality Schools Proposals to be Approved**

Chicago Collegiate (Charter) – Adopted
 Intrinsic School (Charter) – Adopted
 Frazier Prep (Charter Conversion) – Adopted
 Camelot (Alternative Contract) – Adopted
 Disney II Magnet (Addition of Grades 9-12) – Adopted
 MMSA – Military (Addition of Grades 7-8) – Adopted
 Rickover (Addition of Grades 7-8) – Adopted

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