



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

**Regular Meeting-Wednesday, July 22, 2020
10:30 A.M.**

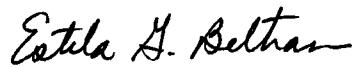
**(Hybrid of in-person for Board Members and Senior Cabinet
Members and electronically via teleconference and Live Stream at
cpsboe.org)**

Published by the Authority of the Chicago Board of Education

**Miguel del Valle
President**

**Estela G. Beltran
Secretary**

ATTEST:



Secretary of the Board of Education
of the City of Chicago

President del Valle took the Chair and the meeting* being called to order there were then:

PRESENT: Ms. Rome, Ms. Meléndez**, Mr. Revuluri, Ms. Todd-Breland, Mr. Truss**, Mr. Sotelo, and President del Valle – 7

ABSENT: None

ALSO PRESENT: Dr. Janice Jackson, Chief Executive Officer, Mr. Joseph Moriarty, General Counsel, Ms. LaTanya McDade, Chief Education Officer, and Mr. Arnie Rivera, Chief Operating Officer.

ABSENT: None

***NOTE:** The meeting was held as a hybrid of in-person for Board Members and Senior Cabinet Members noted above and electronically via teleconference and Live Stream at cpsboe.org.

****NOTE:** Board Member Truss and Board Member Meléndez joined the meeting via teleconference.

President del Valle provided the following remarks:

I want to comment on this extraordinary moment we find ourselves in. This is the first meeting we've had since we moved into Phase 4, allowing for gatherings of up to 50 people as long as the appropriate health and safety protocols are followed. As such, you will note that some Board members and some CPS staff are back in the Board Room for today's meeting. Public participation will be occurring via teleconference versus Zoom. We appreciate your patience. As we navigate our ever-changing world, we anticipate that this will be an iterative process that will take steps forward, and unfortunately, may sometimes have to take steps backward to preserve public health. This is not just an issue for us, this is new for everyone, and we will need to remain flexible while always putting public health and safety at the forefront of our decisions. Grounded in CDC, IDPH, and CDPH guidance, we are not yet ready to welcome the public back into the building for this meeting. To that point, for this month, while some board members and limited staff are in person, we are still limiting public participation to 15 because of the technological complexities of calling into the Board Room—as you will experience with us today. One of the things that is has been most important to this board from the beginning of our tenure has been increasing community engagement. Over the last year, we have taken steps through the addition of our board committees and increased office hours to do that. CPS has also taken great strides to increase engagement through things like the School funding Budget engagement sessions, the Capital budget engagement sessions, and the engagement sessions that will happen next week around the school reopening plan, which I encourage you all to attend. Your voice is important, and your voice matters. While adjusting to the COVID-19 pandemic has required us to reduce public comment during board meetings during the last few months, we are planning to adopt systems to increase the number of public participants at future board meetings in accordance with public health guidance. We appreciate your patience and understanding as we adjust to the situation we find ourselves in.

President del Valle provided the order of the meeting.

President del Valle thereupon opened the floor to Honoring Excellence segment of the Board Meeting: Ms. LaTanya McDade, Chief Education Officer, recognized the Golden Apple Recipients. She also provided remarks on the resumed summer sports programming while aligning to the Illinois High School Association's Return to Play guidelines and meet standards set by the Chicago Department of Public Health.

President del Valle thereupon opened the floor to CEO Remarks segment of the Board Meeting. Dr. Janice Jackson, Chief Executive Officer, announced the release of the preliminary framework for reopening CPS schools this fall and encourages all stakeholders to provide feedback to finalize the plan; provided updates on the feedback provided during the community workshops on the Annual Regional Analysis or ARA; and provided an update on the role of School Resource Officer or SRO's.

President del Valle thereupon opened the floor to Committee Updates segment of the Board Meeting. Vice President Revuluri provided an update on the Finance and Audit Committee.

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

President del Valle thereupon opened the floor to the Discussion of Public Participation.

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

President del Valle thereupon opened the floor to Presentations. Ms. Shannon Heston, Director of Enterprise Transformation Strategy, provided an update on COVID-19 Student Contact and Engagement. Dr. Janice Jackson, Chief Executive Officer, provided an update on COVID-19 Return to School Framework. Ms. LaTanya McDade, Chief Education Officer, provided an update on COVID-19 Education. Dr. Kenneth Fox, Chief Health Officer, provided an update on COVID-19 Student Health & Wellness. Mr. Arnie Rivera, Chief Operating Officer, provided an update on COVID-19 Operations.

President del Valle thereupon proceeded with the Vote on Public Agenda Items.

The Secretary presented the following Statement for the Public Record:

Mr. President, I will begin with items on the public agenda, read the board report numbers and brief titles. We will begin with Motions MO1 for Election of the President and MO2 for the Election of the Vice President, these items do require a vote. I believe Vice President Revuluri will present MO1.

Vice President Revuluri presented the following Motion:

20-0722-MO1

MOTION RE: ELECT MIGUEL DEL VALLE PRESIDENT
OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

MOTION ADOPTED that the Board elect Miguel del Valle to the Office of President of the Board of Education of the City of Chicago.

Board Member Sotelo moved to adopt Motion 20-0722-MO1.

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

Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, , Mr. Truss, Mr. Sotelo, and President del Valle – 7

Nays: None

President del Valle thereupon declared Board Report 20-0722-MO1 adopted.

The Secretary presented the following Statement for the Public Record:

Mr. President, we will now proceed with MO2 for the Election of the Vice President. I believe Board Member Rome will present MO2.

Board Member Rome presented the following Motion:

20-0722-MO2

**MOTION RE: ELECT SENDHIL REVULURI VICE PRESIDENT
OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**

MOTION ADOPTED that the Board elect Sendhil Revuluri to the Office of Vice President of the Board of Education of the City of Chicago.

Board Member Truss moved to adopt Motion 20-0722-MO2.

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

Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, , Mr. Truss, Mr. Sotelo, and President del Valle – 7

Nays: None

President del Valle thereupon declared Board Report 20-0722-MO2 adopted.

20-0722-RS1

**RESOLUTION REGARDING CURSIVE WRITING INSTRUCTION POLICY
IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19)**

WHEREAS, there is an outbreak of respiratory illness caused by a novel Coronavirus Disease 2019 (COVID-19) and infections are being reported internationally, including the United States and the City of Chicago;

WHEREAS, on January 31, 2020, the Health and Human Services Secretary, Alex M. Azar II, declared a public health emergency ("PHE") for the United States;

WHEREAS, on March 13, 2020, President Trump declared a nationwide emergency under the Stafford Act (42 U.S.C 5121-5207) in response to the ongoing COVID-19 pandemic;

WHEREAS, on March 9, 2020, on April 1, 2020, and again on April 30, 2020, Illinois Governor J.B. Pritzker issued a disaster proclamation (state of emergency) for the State of Illinois in response to the COVID-19 outbreak;

WHEREAS, on March 13, 2020, Illinois Governor J.B. Pritzker issued Executive Order 2020-05 ordering the closure of public and private pre-K-12 schools for educational purposes from March 17, 2020, through March 30, 2020;

WHEREAS, on April 1, 2020, Executive Order 2020-18 extended Executive Order 2020-05 in its entirety for the duration of the Gubernatorial Disaster Proclamations. Further, on April 30, 2020, Executive Order 2020-33 reissued Executive Order 2020-05 with an extension through May 29, 2020;

WHEREAS, this is an emerging, rapidly evolving situation of public health concern and a top priority of the Board of Education of the City of Chicago ("Board") is the health and safety of CPS students and staff and their families and community;

WHEREAS, the Board is following and will continue to follow the guidance of local, state, and federal health officials, including the U.S. Centers for Disease Control and Prevention ("CDC"), the Illinois Department of Public Health ("IDPH") and the Chicago Department of Public Health ("CDPH") to protect the health of the community, respond to the outbreak and minimize transmission;

WHEREAS, in-person instruction has been suspended since March 17, 2020;

WHEREAS, the suspension of in-person instruction limited the ability of many schools to offer at least one unit of instruction in cursive writing to students in grade 4 prior to the end of the school year as required under the Cursive Writing Instruction Policy, Board Report 18-0725-PO2;

WHEREAS, the Board believes it is important to still provide students with at least one unit of instruction in cursive writing, despite the disruption to learning for the 2019-2020 school year;

NOW, THEREFORE, the Board hereby directs as follows:

1. For schools that did not offer their 4th-grade students a unit of cursive writing instruction before school closures:
 - a. schools will be required to satisfy the requirement in the 2020-21 school year when current 4th graders are in 5th grade, which will meet the requirements of Public Act 100-0548 that requires that a unit of cursive writing instruction be offered to elementary students prior to completion of grade 5.
2. This Resolution is effective immediately upon adoption.

20-0722-RS2

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

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

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

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

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

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

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

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

EXHIBIT A

NEW APPOINTED LSC MEMBER

<u>NON TEACHER</u>	<u>REPLACING</u>	<u>SCHOOL</u>
Emily Gary	Vacancy	Wildwood ES

20-0722-PO1

FINAL

**RESCIND BOARD REPORT 19-0522-PO1
COMPREHENSIVE NON-DISCRIMINATION, HARASSMENT, AND RETALIATION POLICY
AND ADOPT AN INTERIM NEW COMPREHENSIVE NON-DISCRIMINATION, HARASSMENT,
SEXUAL HARASSMENT, SEXUAL MISCONDUCT AND RETALIATION POLICY**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education ("Board") rescind Board Report 19-0522-PO1 Comprehensive Non-Discrimination, Harassment, and Retaliation Policy and adopt on an Interim Basis a New Comprehensive Non-Discrimination, Harassment, Sexual Harassment, Sexual Misconduct and Retaliation Policy effective August 14, 2020. This Policy is being submitted as an Interim Policy to ensure that the District is in compliance with the new United States' Department of Education's Title IX regulations, effective August 14, 2020. The policy will be subject to public comment from July 23, 2020 to August 17, 2020.

PURPOSE: The Board is committed to providing a safe and secure working and learning environment free from Discrimination, Harassment, Sexual Harassment, Sexual Misconduct and/or Retaliation, as these terms are defined in Section I in this Policy, in any program or activity it conducts. It is the policy of the Board to maintain a safe and secure work and learning environment in which all individuals are treated with dignity and respect. Each employee, student, and all other Covered Individuals have the right to work and learn in an environment that is free of Discrimination, Harassment, Sexual Harassment, Sexual Misconduct and/or Retaliation. No person must endure Discrimination, Harassment, Sexual Harassment, Sexual Misconduct or Retaliation as a condition of employment or participation in any academic/educational program or activity.

This Policy establishes procedures for the reporting, investigating and resolving complaints of Discrimination, Harassment, Sexual Harassment, Sexual Misconduct and/or Retaliation.

POLICY TEXT:

I. DEFINITIONS

A. Protected Categories: An individual's actual or perceived sexual orientation, gender or sex (includes gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy related medical conditions), race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age (40 and above), immigration status, marital status, registered domestic partner status, genetic information, political belief or affiliation (not union related), military status, unfavorable discharge from military service, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state or local law, ordinance, or regulation.

B. Discrimination: Treating an individual less favorably because of their actual or perceived membership in one or more of the Protected Categories.

C. Harassment: Unwelcome verbal, nonverbal, visual, or physical conduct that is based on an individual's actual or perceived membership in one or more of the Protected Categories, as defined in this policy, that is persistent, pervasive, or severe and objectively offensive and unreasonably interferes with, limits, or denies an individual's educational or employment access, benefits, or opportunities. Unwelcome conduct may include, but is not limited to, bullying, intimidation, offensive jokes, slurs, epithets or name calling, assaults or threats, touching, ridicule or mockery, insults or put-downs, offensive objects or pictures, messages sent via email, text or social media, sexual advances, requests for sexual favors, conduct of a sexual nature, or any other sex-based conduct.

D. Sexual Harassment: Conduct on the basis of sex that satisfies one or more of the following:

(1) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;

(2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or

(3) "Sexual assault," defined as:

- (i) Sex Offenses, Forcible - Any sexual act or attempted sexual act directed against a complainant, without the consent of the complainant including instances where the complainant is incapable of giving consent.
 - Forcible Rape - Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of complainant, without the consent of the complainant.
 - Forcible Sodomy - Oral or anal sexual intercourse with another person, forcibly and/or against that person's will (non-consensually) or not forcibly or against the person's will in instances where the complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - Sexual Assault With An Object - To use an object or instrument to penetrate, however slightly, the genital or anal opening of the body of another person, forcibly and/or against that person's will (non-consensually) or not forcibly or against the person's will in instances where the complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - Forcible Fondling - The touching of the private body parts of another person (buttocks, groin, breasts) for the purpose of sexual gratification, forcibly and/or against that person's will (non-consensually) or not forcibly or against the person's will in instances where the complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- (ii) Sex Offenses, Nonforcible - Nonforcible sexual intercourse.
 - Incest - Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Illinois law.
 - Statutory Rape - Nonforcible sexual intercourse with a person who is under the statutory age of consent of 17 years old (or 18 years old when the perpetrator is in a position of trust or authority, such as a teacher or coach).

(4) "dating violence," defined as: violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the complainant. The existence of such a relationship shall be determined based on the complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition:

- Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
- Dating violence does not include acts covered under the definition of domestic violence.

(5) "domestic violence," defined as: a felony or misdemeanor crime of violence committed

- By a current or former spouse or intimate partner of the complainant;
- By a person with whom the complainant shares a child in common;
- By a person who is cohabitating with, or has cohabitated with, the complainant as a spouse or intimate partner;
- By a person similarly situated to a spouse of the complainant under the domestic or family violence laws of Illinois;
- By any other person against an adult or youth complainant who is protected from that person's acts under the domestic or family violence laws of Illinois.

To categorize an incident as Domestic Violence, the relationship between the respondent and the complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

(6) "stalking," defined as: engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- Fear for the person's safety or the safety of others; or
- Suffer substantial emotional distress.

For the purposes of this definition:

- (i) Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
- (ii) Reasonable person means a reasonable person under similar circumstances and with similar identities to the complainant.
- (iii) Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

E. Retaliation: Any adverse action to employment, educational program or activity, or adverse change in employment, educational program or activity, taken against a Covered Individual for having made a complaint or report of Discrimination, Harassment, Sexual Harassment or Sexual Misconduct, whether made internally, or externally with a federal, state, or local agency; or for participating, aiding, or refusing to participate in an investigation, proceeding or hearing related to a report or complaint of Discrimination, Harassment, Sexual Harassment or Sexual Misconduct under this Policy, whether internal, or external with a federal, state, or local agency, is strictly prohibited. An adverse action can include, discipline or denial of access to a service or benefit. For purposes of Title IX, intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. Any person who believes that they have been subjected to Retaliation should refer to Section III. Subject to applicable laws and regulations, including Title IX, nothing herein is intended to conflict with an employee's obligations under Board Rule 41.14 (m) to cooperate in investigations by the Office of the Inspector General.

F. Sexual Misconduct: A form of sex or gender-based discrimination or harassment that includes any conduct that is sex-based or of a sexual nature that is unwelcome or inappropriate and unreasonably interferes with, limits, or denies an individual's educational or employment access, benefits, or opportunities. CPS uses six (6) categories to further breakdown sexual misconduct incidents. Those categories are: grooming, inappropriate touching, sexual electronic communication, sexual bullying, sexual exploitation, and exposure/voyeurism/masturbation. With respect to conduct between Covered Individual adults and students, any sexual or romantic conduct constitutes Sexual Misconduct.

G. Racial Discrimination: Any distinction, exclusion, restriction or preference based on race, color, community, national or ethnic origin which has the impact of nullifying or impairing the recognition, enjoyment or exercise, of a right to an equitable educational experience and fundamental freedoms in the social, economic, cultural, political, and linguistic aspects of school, school and district life (Adapted from United Nations, 2019).

H. Microaggressions: The everyday verbal, nonverbal, and environmental slights, snubs, or insults, whether intentional or unintentional, which communicate hostile, derogatory, or negative messages to target persons based solely upon their Protected Category membership such as race, sexual orientation, and gender identity (Adapted from Wing Sue, Derald. "Racial Microaggressions in Everyday Life," 2010).

II. GENERAL PROVISIONS

A. Conduct Prohibited: The Board prohibits unlawful discrimination, harassment, sexual harassment, sexual misconduct and retaliation on the basis of any protected category 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 Title VI of the Civil Rights Act of 1964 (Title VI), Title VII of the Civil Rights Act of 1964 (Title VII), Age Discrimination in Employment Act of 1967 (ADEA), Title IX of the Education Amendments of 1972 (Title IX), the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act (IDEA), and Section 504 of the Rehabilitation Act of 1973 (Section 504), or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in the educational programs or activities the Board operates.

B. Covered Individuals: All employees, students, contractors, consultants, vendors, volunteers, visitors, applicants for employment or members of the Board of Education of the City of Chicago or local school council are Covered Individuals and subject to this Policy. Covered Individuals must not engage in any Discrimination, Harassment, Sexual Harassment, Sexual Misconduct or Retaliation against another Covered Individual while employed, working for, attending school or participating in district programs or activities. Covered Individuals must not be subjected to any Discrimination, Harassment, Sexual Misconduct or Retaliation by another Covered individual while employed, working for, attending school or participating in district programs or activities

C. Scope: This Policy applies to all District programs and activities and covers all phases of employment and academic status, including, but not limited to, recruitment, hiring, evaluations, rates of pay, the selection for training, promotions, demotions, transfers, layoffs, employment non-renewals, termination, benefits, discipline, expulsions, admissions, educational testing, extracurricular programs, and athletics.

D. Jurisdiction: This Policy applies to conduct that takes place on school grounds or on property owned, leased, or controlled by the District. This Policy also applies at District-sponsored activities or events, and while being transported to and from District-sponsored activities or events. This Policy may also apply to conduct that occurs outside of school or work and to online conduct when the District determines that the conduct affects a substantial District interest. Regardless of where the conduct occurred, the District will address all allegations to determine whether the conduct occurred in the context of employment, educational program or activity and whether the conduct has continuing effects within the District. A substantial District interest includes any of the following:

- (1) Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law;
- (2) Any situation in which it appears that a Covered Individual may present a danger or threat to the health or safety of self or others;
- (3) Any situation that significantly interferes with the rights, property, or achievements of self or others or significantly breaches the peace or causes social disorder; or
- (4) Any situation that is detrimental to the educational interests of the District.

E. Limitations: Nothing in this Policy is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this Policy shall be construed to create contractual or other rights or expectations. Nothing herein is intended to affect the right of any person to file a charge or complaint of Discrimination, Harassment, Sexual Harassment, Sexual Misconduct, and/or Retaliation with any agency with jurisdiction over such charge or complaint.

III. REPORTING AND INVESTIGATING DISCRIMINATION, HARASSMENT, SEXUAL HARASSMENT, SEXUAL MISCONDUCT OR RETALIATION

All Covered Individual adults must report Sexual Harassment to the District's Title IX Coordinator. A Covered Individual adult's failure to report violations of this Policy is subject to discipline/sanctions, up to and including termination, removal from and prohibiting access to District premises. The District's Title IX Coordinator shall forward to the Office of the Inspector General all complaints related to or potentially related to Covered Individual adults-to-student Sexual Harassment, Sexual Misconduct, Retaliation, and any other conduct or Harassment of a sexual nature.

A. District's Chief Title IX Officer (the district's designated Title IX Coordinator)
Office of Student Protections & Title IX (OSP)
Camie C. Pratt
42 W. Madison Street
Chicago, IL 60602
Phone: 773- 535-4400 Email: osp@cps.edu

- For any inquiries or complaints by anyone related to Discrimination, Harassment, Sexual Harassment, Sexual Misconduct, and Retaliation based on a student's disability and on actual or perceived sexual orientation, gender or sex (includes gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy related medical conditions), and gender equity in athletics or academics.
- Refer to the OSP Procedure Manual for additional information ([Click Here](#)).

B. Office of the Inspector General (OIG)

833-835-5277 (833-TELL-CPS)

- For inquiries or complaints related to Covered Individual adults-to-student Sexual Harassment, Sexual Misconduct, Retaliation, and any other conduct or Harassment of a sexual nature.
- Notwithstanding anything in this policy, the Office of the Inspector General, consistent with Board Resolution 20-0624-RS5, shall have sole responsibility to investigate reports of sexual misconduct by employees, vendors, or volunteers where a CPS student may be the victim.

C. School Principal

Contact information for each school principal can be found on

<https://cps.edu/Pages/AboutOurSchools.aspx>

- For inquiries or complaints related to student-to-student Discrimination, Harassment and/or Retaliation based on Protected Categories other than gender, sex or disability.
- Refer to the Student Code of Conduct (Click Here) or the Anti - Bullying Policy (Click Here)

D. Equal Opportunity Compliance Office (EOCO)

110 N. Paulina Street

Chicago, IL 60612

Phone: 773-553-1013

- For inquiries or complaints related to Covered Individual adult complainants regarding Discrimination, Harassment, Sexual Harassment, Sexual Misconduct and Retaliation based on Protected Categories.
- Refer to the EOCO Procedure Manual (Click Here)

E. File an incident report in Aspen

Consult the Investigations Unit of the Law Department for assistance at

773-553-2120

- For inquiries or complaints related to adult-to-student Discrimination, Harassment and/or Retaliation based on Protected Categories other than gender, sex or disability.

In compliance with the Board's Policy on Reporting of Child Abuse, Neglect and Inappropriate Relations Between Adults and Students, Board Report: 18-0627-PO3A, all school personnel are mandated reporters who are required to immediately call the DCFS Hotline at 1-800-252-2873 (1-800-25-ABUSE) when there is reasonable cause to believe that a child known to the reporter in the reporter's official capacity may have been abused or neglected, as well as any interactions or behaviors which suggest that an adult has or had an inappropriately intimate relationship with a child or may be grooming a child, even if the employee does not have reasonable suspicion that sex abuse is occurring or has occurred.

IV. TITLE IX OFFICER'S ROLE AND RESPONSIBILITY

A. In compliance with Title IX, the CEO has created the Title IX Officer, the district's designated Title IX Coordinator. The Title IX Officer coordinates the Board's efforts to comply with and carry out its responsibilities under this Policy and Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681-1688, and its implementing regulation at 34 C.F.R. Part 106. Specifically, the Title IX Officer:

- (1) coordinates all Title IX and other complaint investigations under this Policy,
- (2) determines supportive measures, if any, that are necessary to protect student and adult rights, and
- (3) coordinates appropriate next steps including appropriate remedial support for any identified complainants and respondents, educational programs changes required, commencement of student discipline and commencement of employee discipline or dismissal.
- (4) consults with other departments as they deem necessary to determine appropriate actions in accordance with Title IX, other applicable local, state and federal laws, Board Rules and Policies and collective bargaining agreements.

- B. All complaints of sex or gender-Based Discrimination, Harassment, Sexual Harassment, Sexual Misconduct, or Retaliation will be coordinated by the District's Chief Title IX Officer and investigated using the procedures outlined in the OSP Procedures Manual ([Click Here](#)).
- C. The Title IX Officer at all times reports directly to the Board's Chief Executive Officer, must inform the CEO and the Board of the steps being taken to coordinate the Board's efforts to comply with and carry out its responsibilities under this Policy and Title IX, and make recommendations to the CEO to improve and enhance such efforts.
- D. In compliance with Title IX, the Title IX Officer on an annual and on-going basis shall provide notice to the stakeholders listed below via print, electronic or other means of (1) the requirements of this Policy and Title IX and (2) the procedures for making complaints regarding alleged Policy and/or Title IX violations.
- (1) all Board schools (including Charter, Contract and Alternative Schools),
 - (2) all staff (including network staff, principals, Title IX School Representatives, teachers, paraprofessionals and education support personnel),
 - (3) parents (including foster parents) or guardians of or, where necessary, adults acting *in loco parentis* to enrolled students, and,
 - (4) applicants for admission to a school and employment, sources of referral of applicants for admission to a school and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the Board.
- E. The Title IX Officer must provide training programs to be delivered on an annual basis that informs the stakeholders listed below of (a) the requirements of this Policy and Title IX; (b) the procedures for making complaints regarding alleged Policy and/or Title IX violations; (c) signs and ways to recognize when Sex Discrimination, Sexual Harassment, Sexual Misconduct, and Retaliation has occurred; (d) the rights of parties when a complaint has been filed, including the right to on-going notices with respect to the status of a complaint and the right for all parties to have a prompt and equitable resolution of the complaint; and (e) the rights of all parties to a complaint to have supportive measures put in place to ensure that the right to a free and appropriate education has been honored.
- (1) all Board schools (including Charter, Contract and Alternative Schools),
 - (2) all staff (including Network staff, principals, teachers, paraprofessionals and education support personnel), and
 - (3) students and parents (including foster parents) or guardians of or, where necessary, adults acting *in loco parentis* to enrolled students.
- F. Any inquiries regarding the application of Title IX should be addressed to the District's Chief Title IX Officer and/or to the Office for Civil Rights (OCR), U.S. Department of Education, 230 South Dearborn Street, 37th Floor, Chicago, Illinois, 60604, Telephone: (312) 730-1560; Email: OCR.Chicago@ed.gov.

V. VIOLATIONS AND DISCIPLINE/SANCTIONS

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

- (1) Any Covered Individuals to engage in Discrimination, Harassment, Sexual Harassment, Sexual Misconduct, or Retaliation;
- (2) A Covered Individual adult to intentionally ignore conduct of which they are aware or happens in their presence. An adult intentionally ignores conduct by failing to report that conduct pursuant to Section III of this policy.
- (3) Any employee, contractor, consultant or vendor to fail to report Discrimination, Harassment, Sexual Harassment, Sexual Misconduct or Retaliation;
- (4) Any Covered Individual adult to refuse to cooperate, participate and/or provide truthful information in an investigation conducted in compliance with this Policy; and
- (5) Any Covered Individual to knowingly report false allegations and/or knowingly provide false information during the course of an investigation.

B. Discipline/Sanctions:

- (1) Employees who violate this Policy are subject to disciplinary action up to and including termination.
- (2) Students who violate this Policy are subject to disciplinary action under the Student Code of Conduct, as amended.
- (3) Contractors, consultants or vendors who violate this Policy are subject to removal from and prohibiting access to District premises, remedies of law, and/or remedies under their contract.
- (4) Local School Council members who violate this policy are subject to removal from their elected office.
- (5) Volunteers who violate this Policy are subject to their authorization to serve as a volunteer being rescinded.
- (6) Visitors who violate this Policy are subject to being barred from District premises.

VI. NOTICE

A. Notice of this policy will be regularly and widely disseminated as follows:

- (1) All new employees shall receive information on this Policy within the first 30 days of hire. Annually, the Policy will be distributed to all active Covered Individual Adults, and posted on the Board of Education's website.
- (2) Each school must maintain copies of this Policy in its Main Office and annually the Principal should advise all Covered Individuals, including students, who attend, work for, or provide services to their school about this Policy.
- (3) Notice to Covered Individuals regarding prohibited Discrimination, Harassment, Sexual Harassment, Sexual Misconduct and Retaliation will be posted in a prominent location at all schools, Network offices, in each Central Office location and on the District's website.
- (4) The District's Non-Discrimination Statement ([Click Here](#)) will be posted in common areas throughout the District, including at every District school, Network Office, and Central Office, on the District's website, and on every District school webpage.

LEGAL REFERENCES:

Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000a et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981; Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. §§ 621–634; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; Americans with Disabilities Act (ADA), 42 U.S.C. §12101 et seq.; Individuals with Disabilities Education Act (IDEA), 20 U.S. Code § 1400; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; Illinois Human Rights Act, 775 ILCS 5/7A-102; Chicago Human Rights Ordinance, Chicago Mun. Code § 2-160-020 (1990).

20-0722-PO2

**ADOPT ANNUAL REVISIONS TO THE STUDENT CODE OF CONDUCT
EFFECTIVE SEPTEMBER 8, 2020**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education ("Board") adopt the annual revisions to the Student Code of Conduct ("SCC") including the CPS Anti-Bullying Policy, effective September 8, 2020, which is attached hereto.

DESCRIPTION: Modifications from the previous year's Student Code of Conduct are summarized below:

1. Remove ISS from Group 2 Behaviors: In-School Suspension will no longer be available as a response to Group 2 behaviors in the SCC to better align with existing district guidance for responding to lower-level disruptive student behaviors which include the use of restorative practices and consequences less disruptive to a student's academic program. Repeated Group 2 behaviors will still be eligible for ISS.
2. Network Approval for Suspensions:
 - a. Network approval required for in-school suspension for codes 3-6 & 4-9: Additional oversight by the Network Chief or designee will be added to Sections 3-6 ("Any behavior not otherwise listed in Groups 1 through 3 of this SCC that seriously disrupts the educational process") and 4-9 ("Any behavior not otherwise listed in Groups 1 through 4 of this SCC that very seriously disrupts the educational process"). This will ensure that any in-school suspensions issued using these codes are properly documented to avoid these sections being used as "catch-all" codes.
 - b. Network approval required for all suspensions for code 5-8: Additional oversight by the Network Chief or designee will be added to Section 5-8 ("Engaging in or attempting any illegal behavior which interferes with the school's educational process"). This will ensure that any suspensions issued using these codes are properly documented to avoid this section being used as a "catch-all" code.
3. Retaliation included in bullying code definition: Retaliation against individuals who report bullying is clearly defined in the CPS Anti-Bullying Policy. To better align with this policy definition, specific language for engaging in retaliation against individuals who report bullying was added to Sections 3-10 and 5-4, which cover bullying behaviors in the SCC.
4. Updated language regarding suspension of Network privileges: With remote learning in mind, the language regarding a suspension of Network privileges as a consequence has been updated to include the need to restore privileges as soon as practicable and with appropriate safety measures.

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STUDENT CODE OF CONDUCT
Effective September 8, 2020

PURPOSE

The Chicago Public Schools (CPS) Student Code of Conduct (SCC) supports our schools in maintaining safe, nurturing, participatory and productive learning environments. In order to maximize learning time and promote positive behaviors, every school must establish multi-tiered systems of support for students' social, emotional and behavioral needs. This includes developing clear expectations, teaching social-emotional competencies, and fostering positive relationships among all members of the school community. Chicago Public Schools is committed to an instructive, corrective, and restorative approach to behavior. If behavior incidents arise that threaten student and staff safety or severely disrupt the educational process, the response should minimize the impact of the incident, repair harm, and address the underlying needs behind student behaviors. In accordance with the SCC, all disciplinary responses must be applied respectfully, fairly, consistently, and protect students' rights to instructional time whenever possible.

A safe, welcoming, and productive school requires the support of all staff, students, and families.

RIGHTS AND RESPONSIBILITIES

Student Rights

- To receive a free high-quality public education
- To be safe at school
- To be treated fairly, courteously, and respectfully
- To bring complaints or concerns to the school principal or staff for resolution
- To tell his/her side of the story before receiving a consequence
- To be told the reason(s) for any disciplinary action verbally and in writing
- To be given information about appealing disciplinary actions
- To express opinions, support causes, assemble to discuss issues, and engage in peaceful and responsible demonstrations

Student Responsibilities

- To read and become familiar with this policy
- To attend school daily, prepare for class, and complete class and homework assignments to the best of his/her ability
- To know and follow school rules and instructions given by the school principal, teachers, and other staff
- To tell school staff about any dangerous behavior or bullying that occurs at school, on the way to and from school, or in the school community
- To bring to school only those materials that are allowed
- To treat everyone in the school community with respect
- To respect school property, community property, and the property of others

Parent/Guardian Rights

- To be actively involved in their child's education
- To be treated fairly and respectfully by the school principal, teachers, and other staff
- To access information about the Chicago Board of Education (Board) policies and procedures
- To be notified promptly if their child is disciplined for inappropriate or disruptive behavior and informed of the consequences assigned
- To appeal disciplinary actions taken
- To receive information about their child's academic and behavioral progress

Parent/Guardian Responsibilities

- To read and become familiar with this policy
- To make sure their child attends school regularly, on time, and to notify the school before the school day begins if their child is absent
- To give the school accurate and current contact information

- To tell school officials about any concerns or complaints respectfully and in a timely manner
- To work with the school principal, teachers, and other staff to address any academic or behavioral concerns regarding their child
- To talk with their child about the behavior expected in school
- To support their child's learning and school activities at home
- To be respectful and courteous to staff, other parents, guardians, and students
- To respect other students' privacy rights

School Staff Rights

- To work in a safe and orderly environment
- To be treated courteously and respectfully
- To bring complaints or concerns to school administration, Network and District offices
- To receive supportive professional development and resources

School Staff Responsibilities

- To explicitly teach, re-teach and model clear behavioral expectations to all students
- To actively supervise all areas of the school building and use positive strategies to redirect behavior
- To provide engaging learning activities that minimize opportunities for disruption
- To intervene early and de-escalate inappropriate behaviors
- To identify and respond effectively to students' social, emotional, and/or behavioral health needs, including referring students for additional support when necessary
- To treat everyone in the school community fairly and with respect
- For administrators to review the circumstances surrounding each situation and exercise their discretion to assign interventions/consequences in the best interest of the school community
- For administrators to apply the SCC accurately, consistently, and in a non-discriminatory manner, including providing students with opportunities to respond, notifying parent/guardians when disciplinary action is taken, and recording all disciplinary action in the District student information system

Chief Executive Officer or Designee Responsibilities

- To monitor the implementation of prevention strategies and the safety and security program in each school
- To systematically monitor and publish suspension, expulsion, and other disciplinary data disaggregated by race/ethnicity, sex, limited English proficiency, and disability
- To prepare recommendations for improving school discipline
- To create guidelines for effective school discipline
- To establish procedures for reciprocal reporting with the Chicago Police Department

GENERAL REQUIREMENTS

The SCC applies to students at all times during the school day, while on school property, while traveling to and from school, at any school-related event, on any vehicle funded by CPS (such as a school bus), and while using the CPS network.¹

The SCC also applies to student behavior outside of school if: (1) a student engages in a Group 5 or 6 behavior, and (2) the behavior disrupts or may disrupt the educational process or orderly operation of the school. This includes seriously inappropriate behavior on social networking websites that disrupts or may disrupt the educational process or orderly operation of the school.

To address inappropriate behavior, school administrators must comply with the *Guidelines for Effective Discipline* which shall be issued by the Office of Social & Emotional Learning. At a minimum, a principal or his/her designee must:

- 1) **Redirect to correct behavior.** All adults should redirect students to correct inappropriate behavior and minimize the likelihood of the behavior escalating or recurring.
- 2) **Intervene** to minimize escalation, disruption, resolve conflict, and as necessary to keep students and staff safe. If a student has been injured, make every reasonable effort to immediately notify the parents/guardians.
- 3) **Gather information** by talking to all involved students, teachers, school staff, or others who witness the incident. When student misbehavior is reported to the school principal or designee, an investigation must begin no later than the next school day; however, if student safety is at risk, investigations must begin immediately.
 - a) If there is an allegation of sexual misconduct, including but not limited, sexual harassment, sexual bullying, sexual assault, dating violence, or discrimination related to sex, sexual orientation, gender identity, or gender expression, contact the Office of Student Protections and Title IX ("OSP") immediately for support in following the remaining steps. OSP can be reached at (773) 535-4400.
 - b) If a search of the student, his/her locker, desk, or personal belongings needs to be conducted, follow the Board's Search and Seizure Policy (<http://policy.cps.edu/download.aspx?ID=190>). Identify factors that may have contributed to the incident and seek to understand the full context.
- 4) **Analyze** whether the student's alleged behavior falls within the SCC using the information gathered. If so, determine the Group level of disruption caused by the inappropriate behavior, identify the inappropriate behavior listed, and consider the range of possible interventions and consequences.
- 5) **Discuss** with the student and **provide the opportunity to explain** his/her perspective.
 - a) Inform the student of the inappropriate behavior s/he may have exhibited, the applicable SCC behavior category, and the range of possible interventions and consequences.
 - b) Allow the student to respond and explain his/her actions. Ask the student to explain what happened from his/her perspective and reflect on his/her actions.
 - c) Seek to understand the root cause of the behavior, including trauma or unmet social, emotional or behavioral health needs.
 - d) Make reasonable efforts to contact the parents/guardians and discuss the incident with them before assigning interventions and consequences.
 - e) No student shall be sent home before the end of the school day unless the school has established contact with the student's parent/guardian and provided written notice of a suspension.
- 6) **Make a determination and consider the needs of all parties involved.**
 - a) Determine whether it is more likely than not that the student engaged in the identified SCC inappropriate behavior and the intervention or consequence most likely to address the cause of the behavior.

¹ The CPS network means systems, computer resources, and infrastructure used to transmit, store, and review data or communicate over an electronic medium and includes, but is not limited to, the E-mail system(s), collaboration systems, databases, hardware, telecommunication devices, information systems, internet service, distance learning tools, the CPS intranet system or CPS mainframe systems, whether owned or contracted by the Board or otherwise used for school purposes. Students are subject to the requirements in the Policy on Student Acceptable Use of the CPS Network (<http://policy.cps.edu/download.aspx?ID=203>).

- b) Identify the social, emotional, and/or safety needs of the affected student(s) and provide appropriate supports and follow up.
- 7) **Assign interventions or consequences** according to the SCC.
 - a) Identify the intervention(s) or consequence(s) most likely to address the cause of the behavior including social, emotional or trauma-related needs, repair harm, and prevent repeat behaviors.
 - b) The principal or designee has the final authority to assign interventions and consequences based on the best interest of the school community, including available school resources, and the needs and rights of all involved students or staff harmed, and the rights of the student engaged in inappropriate behavior, in alignment with the SCC.
 - c) Follow the special procedures contained in the Procedural Safeguards section for students with disabilities and students with Section 504 Plans.
 - d) Avoid consequences that will remove the student from class or school, if possible. **Use out-of-school suspensions only as a last resort in accordance with the suspension guidelines on page 7.**
 - e) Note that CPS does not support the use of zero tolerance policies that require school staff to suspend or expel students for certain behaviors except if required by law. This means out-of-school suspensions cannot be a minimum or required consequence unless required by law.
 - f) If a student is suspended, the principal or his/her designee may choose to give the student a combination of out-of-school and skill-building in-school suspension days. The out-of-school suspension must be served first and the combined total of out-of-school and in-school suspension days must not exceed the limits available for each Group level.
 - g) School staff members must not use public disciplinary techniques and must respond to inappropriate student behavior as confidentially as possible.
 - h) No restrictions may be placed on food options or recess activities as a behavior consequence. Silent group lunches are expressly prohibited.
- 8) **Complete report** in the District student information system for all inappropriate behaviors under the SCC. Hand-deliver to the parents/guardians or mail a copy of the misconduct report to the student's home address.
- 9) **Inform parents/guardians of their right to appeal** if they believe that the consequence is unwarranted or excessive.
 - a) The parents/guardians have the right to ask the principal to review the consequence assigned and to reconsider the decision.
 - b) If a student has received an out-of-school suspension or referred for an expulsion hearing, the parents/guardians may appeal by contacting the Department of Student Adjudication at (773) 553-2249, studentadjudication@cps.edu, or the Network Chief of Schools ("Network Chief") or his/her designee (contact information available at www.cps.edu/Networks). For District schools that do not have Network oversight, appeals may be made to the Office of Network Support or designee. The Network Chief or designee will review the appeal and determine:
 - whether any factual errors were made in the principal's investigation,
 - whether the documentation of the student's behavior aligns to the recorded SCC behavior category,
 - whether prior interventions were attempted when appropriate,
 - whether the length of the suspension was commensurate with the student's inappropriate behavior,
 - whether appropriate due process was given (see 5(a)-(e) on page 4), and
 - in the case of a request for an expulsion hearing, whether the request was appropriate.

The Network Chief or designee's decision shall be final. The term of a student's suspension or request for an expulsion hearing is not halted by the parents/guardians' appeal.

- c) If a student has been expelled and referred to a SAFE Schools Alternative Program, the parents/guardians may appeal the final determination in writing and send additional evidence not available at the time of the expulsion hearing to the Chief Education Officer's designee. The decision of the CEO or designee regarding the appeal shall be final. The start of a student's expulsion is not delayed by the parents/guardians' appeal.

- 10) **Restore** the student's participation in the school community.
 - a) If the student received an out-of-school suspension for three (3) or more days, the principal or designee must develop a plan to support the student's transition back into the school community, including strategies for preventing future behavior incidents, restoring relationships, and addressing the student's ongoing social, emotional, and academic needs, with input from the student and parents/guardians. For more information, see *Guidelines for Effective Discipline*.
 - b) When a student is set to return from an expulsion and has been attending the Safe Schools Alternative Program, school administrators must attend a transition meeting, which should include the student, parents/guardians, and alternative school staff members, to discuss the student's return and prepare for a successful transition.

SUSPENSION GUIDELINES

Students in grades pre-kindergarten through second may NOT be assigned in-school or out-of-school suspensions. If a student in pre-kindergarten through second grade exhibits behavior that presents an imminent endangerment to the physical, emotional, or mental safety of specific students/staff, the Network Chief or designee may grant an exception and assign an emergency one-day in-school or out-of-school suspension after the student's parent/guardian has been notified. During the suspension, the principal or designee must develop a plan addressing the safety of students/staff and including strategies for preventing future behavior incidents, restoring relationships, and addressing the student's ongoing social, emotional, and academic needs.

Skill-Building In-School Suspension

A skill-building in-school suspension is the removal of a student from his/her regular educational schedule for more than 60 minutes of the school day to an alternative supervised setting inside the school building to engage in structured activities that develop academic, social, emotional, and/or behavioral skills.

A student in grades third through twelfth may be assigned a skill-building in-school suspension if:

1. Skill-building in-school suspension is listed as an available consequence for the SCC behavior category, and
2. The student was informed of his/her reported misbehavior, provided an opportunity to respond, and reasonable efforts were made to contact the parents/guardians, and
3. A copy of the misconduct report (generated in the District student information system) was provided to the student's parents/guardians.

Out-of-School Suspension

An out-of-school suspension is the removal of the student from class attendance or school attendance. When a student is removed from school in response to an inappropriate behavior, the removal counts as the first day of an out-of-school suspension.

A student in grades third through twelfth may be assigned an out-of-school suspension if:

1. Out-of-school suspension is listed as an available consequence for the SCC behavior category, and
2. The principal or designee determines that the student's attendance at school presents an imminent endangerment to the physical, emotional, or mental safety of specific students/staff and this threat is documented in the District student information system, or
3. The principal or designee determines that the student's behavior has caused chronic or extreme interruption to other students' participation in school activities and prior interventions have been utilized and documented in the District student information system, and
4. The student was informed of his/her reported misbehavior, provided an opportunity to respond, and reasonable efforts were made to contact the parents/guardians, and
5. A copy of the misconduct report (generated in the District student information system) was provided to the student's parents/guardians.

A student serving out-of-school suspension is not allowed to come onto school property, participate in extracurricular activities, or attend school-sponsored events. A student may be considered trespassing if he or she comes onto school grounds while suspended out of school.

Out-of-school suspensions are excused absences. The principal must ensure that a student serving suspension is able to obtain homework, and upon the student's return, provided with the opportunity to make up any quizzes, tests, special projects, or final exams given during the period of suspension.

A student serving suspension must be allowed to take state assessments at school and may participate in test preparation activities with Network Chief approval. The student's attendance will still be marked as suspended. The Network Chief must approve any other exception to the out-of-school suspension guidelines. If approved by the CEO's designee, a student suspended for more than three (3) days may be required to attend a District-sponsored program during the term of suspension.

POLICE NOTIFICATION GUIDELINES

School administrators contact the Chicago Police Department (CPD) in two situations: (1) to seek assistance with an emergency situation, or (2) to notify law enforcement of a criminal act.

Emergency

School administrators have the responsibility to call 9-1-1 in situations they determine to be emergencies.

In an emergency situation, administrators must make reasonable efforts to notify parents/guardians immediately after contacting CPD.

Criminal Acts

When a student engages in illegal activity, it may be necessary for school staff to report the act to CPD. In this situation, school officials contact CPD to report violations of the law. School officials must not contact CPD merely to request removal of a disruptive student from the school in a non-emergency situation.

In a non-emergency situation, administrators must make reasonable efforts to contact parents/guardians prior to contacting CPD.

Sexual Misconduct

If school administrators are made aware of a criminal act of sexual misconduct that is in progress, they must contact CPD. When made aware of an allegation of sexual misconduct, including but not limited, sexual harassment, sexual bullying, sexual assault, dating violence, or discrimination related to sex, sexual orientation, gender, or gender expression, contact the Office of Student Protections and Title IX at (773) 535-4400 to assist in assessing whether police notification is needed at the OSP Hotline: (773) 535-4400. DCFS mandatory reporter obligations are separate from reporting to CPD and must always be followed; please consult the Policy on Child Abuse and Neglect if needed.

The inappropriate behaviors that are clear violations of criminal law are identified in the next section with an asterisk (*) before the specific inappropriate behavior. The inappropriate behaviors that may be violations of criminal law are identified in the next section with a double asterisk (**) before the specific inappropriate behavior.

School officials must assess the situation before determining whether or not to contact CPD to report a criminal act. School officials should consider factors including:

- Whether the student distributed or was in possession of illegal drugs, narcotics, controlled substances, or "look-alikes" of such substances. If so, CPD must be notified.
- Whether the student was in possession of a firearm.² If so, CPD must be notified.
- The severity of the criminal violation and the degree of harm to the school community,
- Whether a person was physically injured as a result of the student's conduct,
- Whether the student presents an imminent danger to the health, safety, or welfare of others, and
- The student's age. For a student in fifth (5th) grade or below, school staff must consult with the Law Department (773 553-1700) prior to reporting the act to CPD.

Once school staff members contact CPD, the responding police officers ultimately will determine whether or not to investigate, arrest, and/or take any other steps in response. School principals and staff do not have the authority to decide whether a student will be arrested. Moreover, responding police officers do not have the authority to decide whether a student will receive interventions or consequences at school. The school principal will use the SCC to determine the appropriate intervention(s) and/or consequence(s) to address a student's behavior.

² See Reference Guide for definition.

Possible Violations of Criminal Law *Consider factors above prior to notifying CPD	Violations of Criminal Law *Consider factors above prior to notifying CPD
<ul style="list-style-type: none"> • Gambling (3-2) • Forgery (3-7) • False activation of a fire alarm that does not cause a school facility to be evacuated or does not cause emergency services to be notified (4-1) • Extortion (4-2) • Assault (4-3) • Vandalism or criminal damage to property that costs less than \$500 (4-4) • Battery or aiding or abetting in the commission of a battery which does not result in a physical injury (4-5) • Fighting – more than two people and/or involves injury (4-6) • Theft or possession of stolen property that costs less than \$150 (4-7) • Possession, use, sale, or distribution of fireworks (4-8) • Trespassing on CPS property (4-11) • <u>Use or possession of alcohol, drugs, controlled substances, "look-alikes" of such substances, contraband (including all vaporizer devices that contain substances for the purposes of intoxication or any unknown substances), or use of any other substance for the purpose of intoxication in or before school or a school-related function. (4-14)</u> • Use of intimidation, credible threats of violence, coercion, or persistent severe bullying (5-4) • Inappropriate sexual conduct (5-7) • <u>Use or possession of alcohol, drugs, controlled substances, "look-alikes" of such substances, contraband (including all vaporizer devices that contain substances for the purposes of intoxication or any unknown substances), or use of any other substance for the purpose of intoxication in or before school or a school-related function. (4-14)</u> 	<ul style="list-style-type: none"> • Knowingly or intentionally using the CPS network or information technology devices to spread viruses to the CPS network (4-12) • Aggravated assault (5-1) • Burglary (5-2) • Theft or possession of stolen property that costs more than \$150 (5-3) • Gang activity or overt displays of gang affiliation (5-6) • Engaging in any other illegal behavior which interferes with the school's educational process, including attempt (5-8) • Persistent or severe acts of sexual harassment (5-9) • False activation of a fire alarm which causes a school facility to be evacuated or causes emergency services to be notified (5-10) • Battery, or aiding or abetting in the commission of a battery, which results in a physical injury (5-12) • Use of any computer, including social networking websites, or use of any information technology device to threaten, stalk, harass, bully or otherwise intimidate others, or hacking into the CPS network to access student records or other unauthorized information, and/or to otherwise circumvent the information security system (5-14) • Vandalism or criminal damage to property that costs more than \$500 or that is done to personal property belonging to any school personnel (5-15) • Participating in a mob action (5-19) • Use, possession, and/or concealment of a firearm/destructive device or other weapon or "look-alikes" of weapons, or use or intent to use any other object to inflict bodily harm (6-1) • Intentionally causing or attempting to cause all or a portion of the CPS network to become inoperable (6-2) • Arson (6-3) • Bomb threat (6-4) • Robbery (6-5) • Sale, distribution, or intent to sell or distribute alcohol, illegal drugs, narcotics, controlled substances, "look-alikes" or such substances, contraband, or any other substance used for the purpose of intoxication (6-6) • Sex acts, and attempted sex acts, that occur without the voluntary participation of one or more parties, that may involve the use of implicit or implied force (6-7) • Aggravated battery, or aiding and abetting in the commission of an aggravated battery (6-8) • Murder (6-9) • Attempted murder (6-10) • Kidnapping (6-11) • Theft or possession of stolen property that costs more than \$1,000 (6-12)

STUDENT BEHAVIORS COVERED BY THE SCC

This section identifies the specific inappropriate behaviors for which students will receive interventions and/or consequences. The behaviors are listed in six different groups, according to the degree of disruption to the learning environment.

- Group 1 lists behaviors that are *inappropriate*.
- Group 2 lists behaviors that *disrupt*.
- Group 3 lists behaviors that *seriously disrupt*.
- Group 4 lists behaviors that *very seriously disrupt*.
- Group 5 lists behaviors that *most seriously disrupt*.
- Group 6 lists behaviors that are *illegal and most seriously disrupt*.

Special Notes:

Individual School Rules and Academic Progress

Individual schools may develop school rules that are consistent with this SCC and may address inappropriate student behaviors not specifically included in this SCC. However, poor academic achievement is not an inappropriate behavior. The SCC and school rules may *not* be used to discipline students for poor academic progress or failure to complete in-class and homework assignments. Instead, struggling students should be considered for academic or behavioral interventions to help them improve. Also, students must not be disciplined for the parents/guardians' refusal to consent to the administration of medication.

Cellular Phones and Other Information Technology Devices³

A principal may allow students to possess cellular phones or other information technology devices by creating a school policy identifying when the items may be authorized, used, and how they must be kept. A principal may also prohibit cellular phones and other information technology devices but allow individual students to possess them for any good cause after considering a written request from a parent/guardian. If a principal denies a parent/guardian's request, the parent may appeal to the Network Chief or his/her designee. Unless approved by the principal, cellular phones and other information technology devices are not allowed at school.

Network Privileges and Access⁴

A principal may request that a student's access or privileges to the CPS network be temporarily restricted, in whole or in part, as a result of SCC violations that create an unsafe learning environment or if they prevent other students from accessing their learning. These restrictions to the CPS network should not be indefinite and should be restored as soon as possible once appropriate plans are in place to ensure ongoing safety and access for all students to the greatest extent possible.

School Dress Codes and Uniform Policies

Local School Councils may adopt a dress code policy that forbids students from wearing certain items or a uniform policy that requires students to wear a specific uniform. Dress codes and uniform policies should be gender-neutral. Students who fail to follow a school's dress code or uniform policy may be given detentions or excluded from extracurricular activities, but may not be barred from attending class. A student may receive additional consequences for violating a school's dress code or uniform policy if the student's dress disrupts or may disrupt the educational process. For example, a student may receive a consequence

³ These include, but are not limited to: computers, cellular phones used to exchange or access information, pagers, and personal digital assistants or handheld devices, that are used to access the internet, electronic mail or other information sites and that may or may not be physically connected to the network infrastructure.

⁴ The CPS network means systems, computer resources, and infrastructure used to transmit, store, and review data or communicate over an electronic medium and includes, but is not limited to, the E-mail system(s), collaboration systems, databases, hardware, telecommunication devices, information systems, internet service, distance learning tools, the CPS intranet system or CPS mainframe systems, whether owned or contracted by the Board or otherwise used for school purposes. Students are subject to the requirements in the Policy on Student Acceptable Use of the CPS Network (<http://policy.cps.edu/download.aspx?ID=203>).

for wearing clothing or accessories that display gang affiliation. This paragraph does not apply to students enrolled in Military Academies or JROTC Programs.

Military and JROTC Programs

Board-designated military academies and other JROTC programs may enforce standards of conduct and intervention or consequences that are consistent with the military nature of those schools and programs, in addition to the standards of conduct and intervention or consequences described in this SCC. Students enrolled in a military academy who repeatedly engage in acts of gross misconduct or insubordination (student act that defies a lawful and appropriate direct order of a superior ranked officer, staff member or another student), or who repeatedly fail or refuse to wear the required military uniform, may be subject to administrative transfer by the military academy principal to another school (or in the case of a JROTC program, dismissal from the program). Prior to an administrative transfer, a conference must be held with the parents/guardians, student, military academy principal, and a designee of the Chief Executive Officer. Students who have been transferred for administrative reasons from any military academy must be accepted by their attendance area school. Students who have been given an administrative transfer to another Chicago public school or expelled from the Chicago Public Schools lose all rank and privileges at the JROTC military academies and must reapply to the JROTC program and the military academies for enrollment. Upon their child's enrollment at a military academy, parents/guardians shall be informed of the uniform policy, expectations of the military academy, and the administrative transfer policy, and shall indicate by signature their agreement to adhere to the terms of these policies.

Dating Violence Statement

Any school employee who is notified by a parent, guardian or student, or who reasonably suspects, that a student has been the victim of dating violence shall immediately report that information to the principal/designee. Dating violence is defined as violent, controlling, or intimidating behavior that an individual uses against a current or former dating partner. It can include emotional, physical and sexual abuse, stalking, yelling, harassing, threatening, name-calling, threats of suicide, obsessive phone calling or text messaging, extreme jealousy and possessiveness. These allegations or suspicions should be reported to the Office of Student Protections and Title IX immediately. The principal shall ensure that the student victim of dating violence receives appropriate support services in accordance with the Board's Policy on Domestic Violence, Dating Violence and Court Orders of Protection, Restraint or No Contact (<http://policy.cps.edu/download.aspx?ID=43>).

SCC and Other Laws, Policies, Rules, and Contracts

The inappropriate behaviors and range of possible consequences and interventions listed in this policy are consistent with the Illinois School Code, Board Rules and Policies, negotiated agreements, and all other applicable state and federal laws.

The SCC applies to CPS contract and performance schools.

CPS charter schools are exempt from local school board policies under Illinois law (105 ILCS 5/27A). Charter schools may choose to adopt the SCC or establish their own discipline policies. Charter schools are not exempt from federal and most state laws, the Individuals with Disabilities Education Act (IDEA) or from federal and state regulations as they pertain to discipline of students with disabilities/impairments. If a charter school establishes its own discipline policy, it must incorporate language from and comply with the guidelines for suspension and expulsion of students with disabilities/impairments outlined in this policy. Charter schools must also comply with policies and procedures established by the Office of Diverse Learner Supports and Services for the discipline of students with disabilities. Students expelled from charter schools should contact the Department of Student Adjudication at (773) 553-2249 for assistance in enrollment into a school post-charter expulsion.

Corporal punishment is expressly prohibited. Chicago Board of Education Rule 6-21 states: "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."

GROUP 1

INAPPROPRIATE BEHAVIOR		AVAILABLE INTERVENTIONS AND CONSEQUENCES
1-1	Running and/or making excessive noise in the hall or building	<ul style="list-style-type: none"> ♦ Documented Teacher, Student, Parent/Guardian, and/or Administrator Conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence ♦ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>) ♦ Detention – lunch, before school, after school, or Saturday
1-2	Leaving the classroom without permission	
1-3	Engaging in any behavior that is disruptive to the orderly process of classroom instruction	
1-4	Loitering, or occupying an unauthorized place in the school or on school grounds	
1-5	Failing to attend class without a valid excuse	
1-6	Persistent tardiness to school or class (3 or more incidents per semester)	
1-7	Use of the CPS network for the purpose of accessing non-educational materials, such as games and other inappropriate materials ⁵	
1-8	Unauthorized use or possession of cellular telephones or other information technology devices	

⁵ Students may be temporarily suspended from some or all CPS network privileges for improper use of the CPS network for one to five days, in addition to any other interventions and consequences listed when it has been established that the behavior has resulted in an unsafe learning environment or if other students' access to learning has been interrupted. CPS network privileges will be restored as soon as possible once appropriate plans are in place to ensure ongoing safety and access for all students to the greatest extent possible.

GROUP 2

DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES (Whenever possible, interventions and consequences that do not exclude the student from his/her regular educational schedule should be attempted first.)
2-1 Posting or distributing unauthorized written materials on school grounds 2-2 Leaving the school without permission 2-3 Interfering with school authorities and programs through walkouts or sit-ins 2-4 Initiating or participating in any unacceptable minor physical actions 2-5 Failing to abide by school rules and regulations not otherwise listed in the SCC 2-6 Exhibiting or publishing any profane, obscene, indecent, immoral, libelous, or offensive materials, or using such language or gestures 2-7 Possession (physical control over, such as contained in clothing, lockers, or bags) and/or use of tobacco or nicotine products, matches, or cigarette lighters, including vaporizer devices that contain nicotine products or vaporizer components that do not contain substances 2-8 Disregard for the instructions or direction of school personnel causing interruption to other students' participation in school activities 2-9 Failing to provide proper identification 2-10 Unauthorized use of school parking lots or other areas 2-11 Use of the CPS network for the purposes of distributing or downloading non-educational material ⁶	<ul style="list-style-type: none"> ◆ Documented Teacher, Student, Parent/Guardian, and/or Administrator Conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence ◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>) ◆ Detention – lunch, before school, after school, or Saturday ◆ Skill-building in-school suspension up to three days

⁶ Students may be temporarily suspended from some or all CPS network privileges for improper use of the CPS network for five to ten days, in addition to any other interventions and consequences listed when it has been established that the behavior has resulted in an unsafe learning environment or if other students' access to learning has been interrupted. CPS network privileges will be restored as soon as possible once appropriate plans are in place to ensure ongoing safety and access for all students to the greatest extent possible.

GROUP 3

SERIOUSLY DISRUPTIVE BEHAVIOR		AVAILABLE INTERVENTIONS AND CONSEQUENCES (Whenever possible, interventions and consequences that do not exclude the student from his/her regular educational schedule should be attempted first.)
3-1	Disruptive behavior on the school bus ⁷	<ul style="list-style-type: none"> ◆ Documented Teacher, Student, Parent/Guardian, and Administrator conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence ◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>) ◆ Detention – lunch, before school, after school, or Saturday ◆ Skill-building in-school suspension up to three days <p>ADDITIONAL CONSEQUENCES AVAILABLE FOR REPEATED GROUP 3 INAPPROPRIATE BEHAVIOR</p> <ul style="list-style-type: none"> ◆ Skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension up to three days <ul style="list-style-type: none"> ➤ Out-of-school and in-school suspensions assigned to repeated 3-06 behavior must be approved by the Network Chief or designee. For District schools that do not have Network oversight, <u>appeals approvals</u> may <u>must</u> be made by to the Office of Network Support. ➤ Out-of-school suspensions of three days or less may be used <u>only</u> if the student's continuing presence in school would pose a threat to safety or a disruption to other students' learning opportunities.
**3-2	Gambling – participating in games of chance or skill for money or things of value	
3-3	Fighting ⁸ – physical contact between two people with intent to harm, but no injuries result	
3-4	Profane, obscene, indecent, and immoral or seriously offensive language and gestures, propositions, behavior, or harassment based on race, color, national origin or immigration status, sex, gender, sexual orientation, age, religion, gender identity, gender expression or disability ⁹	
3-5	Second or more documented violation of a Group 1 or 2 behavior category ¹⁰	
3-6	Any behavior not otherwise listed in Groups 1 through 3 of this SCC that seriously disrupts the educational process	
**3-7	Forgery – false and fraudulent making or altering of a document or the use of such a document	
3-8	Plagiarizing, cheating and/or copying the work of another student or other source	
3-9	Overt display of gang affiliation ¹¹	
3-10	Bullying behaviors – conduct directed towards a student, or retaliation against another person for <u>reporting non-sexual conduct</u> that can be reasonably predicted to cause fear of physical or mental harm, harm to property, and/or interfere with student's ability to participate in school or school activities (see Anti-Bullying Policy for full definition before assigning an intervention or consequence) ¹²	

** Behaviors marked with two asterisks indicate that the misconduct may be a violation of the law.

⁷ In addition to other disciplinary actions, a student who engages in disruptive behavior on the school bus may be subject to suspension from bus service for a period to be determined by the school principal with review by the Chief Executive Officer or designee.

⁸ It is not an act of misconduct to defend oneself as provided by the law.

⁹ Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

¹⁰ For example, a student's first time failing to provide proper identification would be recorded as a 2-9 behavior category and available consequences would include skill-building in-school suspension up to three days. A student's second time failing to provide proper identification would be recorded as a 3-5 behavior category and available consequences would include skill-building in-school suspension up to three days. A student's third time failing to provide proper identification would be recorded as a 3-5 behavior category, repeated Group 3 inappropriate behavior, and available consequences would include skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension up to three days.

¹¹ A gang is any ongoing organization or group of three or more persons having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal activity. Gang activity means any act (e.g., recruitment with use of intimidation, tagging or marking, assault, battery, theft, trespassing, or extortion) performed by a gang member or on behalf of a gang, and intended to further a common criminal objective. An overt display of gang affiliation means any act (e.g., wearing clothing or paraphernalia, displaying gang signs, symbols, and signals) that signifies or exhibits affiliation with a gang. Gang activity and overt displays of gang affiliation can be implied from the character of the acts and the circumstances surrounding the misconduct. Repeated violations of Behavior 3-9 of the SCC may result in a referral for an expulsion hearing and should be submitted as Behavior 5-6.

¹² Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

3-11	Use of cellular telephones or other information technology device to harass, incite violence, or interrupt other students' participation in school activities, including use of device to record others without permission or unauthorized distribution of recordings which are not sexual in nature ^{13 14}	
3-12	Inappropriately wearing any JROTC or Military Academy Uniform on or off school grounds	
3-13	Use of the CPS network for a seriously disruptive purpose not otherwise listed in this SCC ¹⁵	

¹³ Students may be temporarily suspended from some or all CPS network privileges for improper use of information technology devices for one semester (for first violation) or up to one year (for second or subsequent violation), when it has been established that the behavior has resulted in an unsafe learning environment or if other students' access to learning has been interrupted. CPS network privileges will be restored as soon as possible once appropriate plans are in place to ensure ongoing safety and access for all students to the greatest extent possible.

¹⁴ Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

¹⁵ Students may be temporarily suspended from some or all CPS network privileges for improper use of information technology devices for one semester (for first violation) or up to one year (for second or subsequent violation), when it has been established that the behavior has resulted in an unsafe learning environment or if other students' access to learning has been interrupted. CPS network privileges will be restored as soon as possible once appropriate plans are in place to ensure ongoing safety and access for all students to the greatest extent possible.

GROUP 4

VERY SERIOUSLY DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES (Whenever possible, interventions and consequences that do not exclude the student from his/her regular educational schedule should be attempted first.)
<p>**4-1 False activation of a fire alarm that does not cause a school facility to be evacuated or does not cause emergency services to be notified</p> <p>**4-2 Extortion – obtaining money or information from another by coercion or intimidation</p> <p>**4-3 Assault¹⁶ – an attempt or reasonable threat to inflict injury on someone with a show of force that would cause the victim to expect an immediate battery</p> <p>**4-4 Vandalism (willful or malicious destruction or defacing of the property of others) or criminal damage to property at a cost less than \$500</p> <p>**4-5 Battery (unwanted bodily contact with another person without legal justification) or aiding or abetting in the commission of a battery which does not result in a physical injury</p> <p>**4-6 Fighting¹⁷ – physical contact between more than two people with intent to harm, or physical contact between two people with intent to harm that results in injury</p> <p>**4-7 Theft (unauthorized control over the physical property of another) or possession (physical control over, such as contained in clothing, lockers or bags) of stolen property that costs less than \$150</p> <p>**4-8 Possession, use, sale, or distribution of fireworks</p> <p>4-9 Any behavior not otherwise listed in Groups 1 through 4 of this SCC that very seriously disrupts the educational process</p> <p>4-10 [this code intentionally left blank]</p> <p>**4-11 Trespassing on CPS property – entering CPS property when previously prohibited or remaining on school grounds after receiving a request to depart</p> <p>*4-12 Knowingly or intentionally using the CPS network or information technology devices to spread viruses to the CPS network¹⁸</p> <p>4-13 Possession of any dangerous object as defined by this SCC, first documented behavior (see Reference Guide)¹⁹</p>	<ul style="list-style-type: none"> ♦ Documented Teacher, Student, Parent/Guardian, and Administrator conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence ♦ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>) ♦ Detention – lunch, before school, after school, or Saturday ♦ Skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension up to three days <ul style="list-style-type: none"> ➢ Out-of-school and in-school suspensions assigned to 4-9 behavior must be approved by the Network Chief or designee. For District schools that do not have Network oversight, <u>appeals approvals may must be made by</u> the Office of Network Support. ➢ Out-of-school suspensions of three days or less may be used <i>only</i> if the student's continuing presence in school would pose a threat to safety or a disruption to other students' learning opportunities

* Behaviors marked with a single asterisk indicate that the misconduct is a violation of the law.

** Behaviors marked with two asterisks indicate that the misconduct may be a violation of the law.

¹⁶ An assault may be committed without actually touching, striking or injuring the victim.

¹⁷ It is not an act of misconduct to defend oneself as provided by the law.

¹⁸ Students may be temporarily suspended from some or all CPS network privileges for improper use of information technology devices for one semester (for first violation) or up to one year (for second or subsequent violation); when it has been established that the behavior has resulted in an unsafe learning environment or if other students' access to learning has been interrupted, CPS network privileges will be restored as soon as possible once appropriate plans are in place to ensure ongoing safety and access for all students to the greatest extent possible.

¹⁹ Second or repeated violations of Behavior 4-13 may result in a request for an expulsion hearing and must be submitted as Behavior 5-11.

**4-14	Use or possession of alcohol, drugs, controlled substances, "look-alikes" of such substances, contraband (including all devices that contain substances for the purposes of intoxication or any unknown substances), or use of any other substance for the purpose of intoxication in or before school or a school-related function. ²⁰	
4-15	Initiating or participating in inappropriate physical contact with school personnel, such as pushing school personnel out of the way in order to physically fight with another student, with no intent to harm school personnel	
4-16	Voluntary sex acts that occur on CPS property or during CPS-sponsored activities. This includes any voluntary action that includes genital contact, including fondling, digital penetration, sexual intercourse, and oral sex. ²¹	

²⁰ Consider referring students who violate 4-14 for a substance abuse prevention program or counseling.

²¹ Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

GROUP 5

MOST SERIOUSLY DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES
<p>*5-1 Aggravated assault – assault²² with a deadly weapon or done by a person who conceals his/her identity, or any assault against school personnel</p> <p>*5-2 Burglary – knowingly and without authority entering or remaining in a building or vehicle with intent to commit a felony or theft therein</p> <p>*5-3 Theft (obtaining or exerting unauthorized control over) or possession (physical control over, including in clothing, lockers, or bags) of stolen property that costs more than \$150</p> <p>**5-4 Use of intimidation, credible threats of violence, coercion, stalking, or persistent severe bullying and/or dating violence²³. Intimidation is behavior that prevents or discourages another student from exercising his/her right to education, or using force against students, school personnel and school visitors, <u>including severe acts of retaliation for reporting non-sexual behavior that includes intimidation, credible threats of violence, coercion, stalking, or persistent severe bullying</u>. For severe bullying, see the Anti-Bullying Policy <i>before</i> assigning an intervention or consequence.²⁴</p> <p>5-5 [this code intentionally left blank]</p> <p>*5-6 Gang activity or overt displays of gang affiliation²⁵</p> <p>**5-7 Inappropriate sexual conduct, including unwelcome sexual contact, indecent exposure, and creating and/or transmitting sexually suggestive images and recordings through any device or medium without the permission of persons represented²⁶</p> <p>*5-8 Engaging in or attempting any illegal behavior which interferes with the school's educational process</p> <p>*5-9 Persistent or severe acts of sexual harassment – unwelcome sexual or gender-based conduct (either physical, verbal, or electronic), or retaliation against any person for having made a complaint or report of sexual misconduct, which is sufficiently severe, persistent, or pervasive to limit a student's ability to</p>	<ul style="list-style-type: none"> ◆ Documented Teacher, Student, Parent/Guardian, and Administrator conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence ◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>) ◆ Detention – lunch, before school, after school, or Saturday ◆ Request for assignment to an intervention program by the Chief Executive Officer or designee ◆ Skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension for up to five days. When the suspension is assigned, create a plan for preventing future behavior incidents, restoring relationships, and addressing student needs. <ul style="list-style-type: none"> ➤ Out-of-school suspensions of three days or less may be used only if the student's continuing presence in school would pose a threat to safety or a disruption to other students' learning opportunities. ➤ Out-of-school suspensions of longer than three days may be used only if other appropriate and available behavioral and disciplinary interventions have been exhausted and the student's continuing

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** Behaviors marked with two asterisks indicate that the misconduct may be a violation of the law.

²² An assault is an attempt or reasonable threat to inflict injury on someone with a show of force that would cause the victim to expect an immediate battery. An assault may be committed without actually touching, striking or injuring the victim.

²³ Dating violence is defined as violent, controlling, or intimidating behavior that an individual uses against a current or former dating partner. It can include emotional, physical and sexual abuse, stalking, yelling, harassing, threatening, name-calling, threats of suicide, obsessive phone calling or text messaging, extreme jealousy and possessiveness.

²⁴ Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

²⁵ A gang is any ongoing organization or group of three or more persons having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal activity. Gang activity means any act (e.g., recruitment with use of intimidation, tagging or marking, assault, battery, theft, trespassing, or extortion) performed by a gang member or on behalf of a gang, and intended to further a common criminal objective. An overt display of gang affiliation means any act (e.g., wearing clothing or paraphernalia, displaying gang signs, symbols, and signals) that signifies or exhibits affiliation with a gang. Gang activity and overt displays of gang affiliation can be implied from the character of the acts and the circumstances surrounding the misconduct. Consider referring students who commit 5-6 behaviors to a gang intervention program at a community based organization.

²⁶ Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

	participate in or benefit from the educational program or which creates a hostile or abusive school environment ²⁷	presence in school would either (i) pose a threat to the safety of other students, staff, or members of the school community or (ii) substantially disrupt, impede, or interfere with the operation of the school.
*5-10	False activation of a fire alarm which causes a school facility to be evacuated or causes emergency services to be notified	
5-11	Second or repeated violation of Behavior 4-13, possession of any dangerous object as defined by this SCC	
*5-12	Battery, or aiding or abetting in the commission of a battery, which results in a physical injury. Battery means unwanted bodily contact with another person without legal justification. ²⁸	<ul style="list-style-type: none"> • <u>Out-of-school or in-school suspensions assigned to 5-8 behavior must be approved by the Network Chief or designee. For District schools that do not have Network oversight, approvals must be made by the Office of Network Support.</u>
5-13	[this code intentionally left blank]	
*5-14	Use of any computer, including social networking websites, or use of any information technology device to threaten, stalk, harass, bully or otherwise intimidate others. Or, hacking (intentionally gaining access by illegal means or without authorization) into the CPS network to access student records or other unauthorized information, or to otherwise circumvent the information security system ^{29 30}	<ul style="list-style-type: none"> ♦ The principal may request an expulsion hearing at his/her discretion ♦ For behaviors involving the improper use of the CPS network or information technology devices, revocation of network privileges for up to two years
*5-15	Vandalism (willful or malicious destruction or defacing of property) or criminal damage to property that results in damage exceeding \$500 or that is done to personal property belonging to any school personnel	
5-16	[this code intentionally left blank]	
5-17	[this code intentionally left blank]	
5-18	[this code intentionally left blank]	
*5-19	Participating in a mob action – a large or disorderly group of students using force to cause injury to a person or property, or persisting in severe disruption after being directed to cease by school personnel or Police	

²⁷ Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

²⁸ It is not an act of misconduct to defend oneself as provided by the law.

²⁹ A student may be disciplined for circumventing the information security system regardless of the student's intent. Students may be temporarily suspended from some or all CPS network privileges for improper use of information technology devices when it has been established that the behavior has resulted in an unsafe learning environment or if other students' access to learning has been interrupted. CPS network privileges will be restored as soon as possible once appropriate plans are in place to ensure ongoing safety and access for all students to the greatest extent possible.

³⁰ Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

GROUP 6

ILLEGAL AND MOST SERIOUSLY DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES
*6-1 Use, possession, and/or concealment of a firearm ³¹ /destructive device or other weapon ³² or "look-alikes" of weapons as defined in the Reference Guide, or use or intent to use any other object to inflict bodily harm	<ul style="list-style-type: none"> ◆ Documented Teacher, Student, Parent/Guardian, and Administrator conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence ◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>)
*6-2 Intentionally causing or attempting to cause all or a portion of the CPS network to become inoperable ³³ ³⁴	<ul style="list-style-type: none"> ◆ Detention – lunch, before school, after school, or Saturday
*6-3 Arson – knowingly damaging, by means of fire or explosive, a building and/or the personal property of others	<ul style="list-style-type: none"> ◆ Request for assignment to an intervention program by the Chief Executive Officer or designee
*6-4 Bomb threat – false indication that a bomb, or other explosive of any nature, is concealed in a place that would endanger human life if activated	<ul style="list-style-type: none"> ◆ Skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension for up to five days.³⁹ A student may be suspended for up to ten days with written justification submitted for approval in the District student information system. When the suspension is assigned, create a plan for preventing future behavior incidents, restoring relationships, and addressing student needs.
*6-5 Robbery – taking personal property in the possession of another by use of force or by threatening the imminent use of force	<ul style="list-style-type: none"> ➤ Out-of-school suspensions of three days or less may be used only if the student's continuing presence in school would pose a threat to school safety or a disruption to other students' learning opportunities.
*6-6 Sale, distribution, or intent to sell or distribute alcohol, illegal drugs, narcotics, controlled substances, "look-alikes" ³⁵ of such substances, contraband ³⁶ , or any other substance used for the purpose of intoxication ³⁷	<ul style="list-style-type: none"> ➤ Out-of-school suspensions longer than three days may be used only if other appropriate and available behavioral and disciplinary interventions have been exhausted and the student's continuing presence in school would either (i) pose a threat to the safety of other students, staff, or members of the school community or (ii) substantially
*6-7 Sex acts, and attempted sex acts, that occur without the voluntary participation of one or more parties, that may involve the use of implicit or implied force. This is unwelcome oral, anal or vaginal penetration. Sexual violence occurs when a reasonable person knew or should have known that the victim did not or could not engage in the sex act voluntarily ³⁸	
*6-8 Aggravated battery (battery that causes great harm, is done with a deadly weapon, is done by a	

* Behaviors marked with a single asterisk indicate that the misconduct is a violation of the law.

³¹ The term "firearm/destructive device" as defined in 18 U.S.C. Section 921 includes, but is not limited to, handguns, rifles, automatic weapons, bombs, or other incendiary devices and parts thereof.

³² Weapons include any object that is commonly used to inflict bodily harm, and/or an object that is used or intended to be used in a manner that may inflict bodily harm, even though its normal use is not as a weapon.

³³ A network is considered inoperable when it is unable to perform at the level of functionality intended by its maintainers.

³⁴ Students may be temporarily suspended from some or all CPS network privileges for improper use of information technology devices when it has been established that the behavior has resulted in an unsafe learning environment or if other students' access to learning has been interrupted. CPS network privileges will be restored as soon as possible once appropriate plans are in place to ensure ongoing safety and access for all students to the greatest extent possible.

³⁵ "Look-alike" means any substance which by appearance, representation, or manner of distribution would lead a reasonable person to believe that the substance is an illegal drug or other controlled substance.

³⁶ Contraband means any instrument used to commit a crime or violation, and any other item, when possessing that item violates any applicable law, City ordinance, rule or policy of the Board or any individual school.

³⁷ It may be assumed that a student in possession of large quantities of alcohol, illegal drugs, narcotics, or controlled substances, or in possession of multiple individually-packaged amounts of alcohol, illegal drugs, narcotics or controlled substances, intends to sell or deliver these substances. Consider referring students who violate behavior 6-6 for substance abuse prevention program or counseling.

³⁸ Behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression must be reported to the Office of Student Protections and Title IX.

³⁹ Principals have discretion to suspend a student for fewer than five days if the student has a disability/impairment, based on the student's age/grade level, or for other good cause as determined by the principal or designee.

	person who conceals his/her identity, or the use of physical force against school personnel) or aiding and abetting in the commission of an aggravated battery	disrupt, impede, or interfere with the operation of the school.
*6-9	Murder – killing an individual without legal justification	♦ For students in sixth through twelfth grades, or for any student violating section 6-1, automatic referral to Student Adjudication Review
*6-10	Attempted murder – an act that constitutes a substantial step toward intended commission of murder	♦ The principal may request an expulsion hearing at his/her discretion
*6-11	Kidnapping – secret confinement of another against his/her will or transportation of another by force or deceit from one place to another with the intent to secretly confine	♦ For behaviors involving the improper use of the CPS network or information technology devices, revocation of network privileges indefinitely
*6-12	Theft (obtaining or exerting unauthorized control over) or possession (physical control over, including in clothing, lockers, or bags) of stolen property that costs more than \$1,000	

ANTI-BULLYING POLICY

Purpose

The Illinois General Assembly has found that a safe and civil school environment is necessary for students to learn and achieve and that bullying causes physical, psychological, and emotional harm to students and interferes with their ability to learn and participate in school activities. Bullying has been linked to other forms of antisocial behavior, such as vandalism, shoplifting, skipping and dropping out of school, fighting, using drugs and alcohol, sexual harassment, and violence. It is the goal of the Chicago Board of Education ("Board") to create a learning environment in all its school communities where all students feel safe and supported, are protected from bullying, and are able to succeed academically and develop socially and emotionally into responsible, caring individuals.

The Board asks every Chicago Public School ("CPS") student, with the support of his/her parent(s), guardian(s) and the adults at school, to commit to the following principles, which will apply to everyone on school property and at school-related activities:

- I will not bully others.
- I will try to help anyone I suspect is being bullied.
- I will work to include students who are left out.
- If someone is being bullied, I will tell an adult at school and an adult at home.

Scope

Bullying is contrary to Illinois law and this Policy is consistent with the Illinois School Code. This Policy protects CPS students against bullying and harassment on the basis of actual or perceived race or ethnicity, color, religion, sex, national origin or immigration status, ancestry, age, marital status, physical or mental disability, military status, sexual orientation, gender or sex (includes gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy related medical conditions), genetic information, unfavorable discharge from military service, political belief or affiliation, or on the basis of a person's association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic. The Board recognizes the particular vulnerability of students with actual or perceived disabilities and those who identify as or are perceived to be lesbian, gay, bisexual or transgender. Nothing in this Policy is intended to infringe upon any expression protected by the First Amendment to the United States Constitution or Section 3 of Article I of the Illinois Constitution.

This Policy is based on the engagement of a range of school stakeholders, including students and parents/guardians. The Board or its designee will re-evaluate this Policy every two (2) years based on an assessment of its outcomes and effectiveness, including, but not limited to, factors such as the frequency of victimization; student, staff and family observations of safety at school; identification of areas of a school where bullying occurs; the types of bullying utilized; and bystander intervention or participation. The information developed will be made available on the District's website.

Bullying and harassment are prohibited:

- (1) during any school-sponsored or school-sanctioned program or activity;
- (2) in school, on school property, on school buses or other Board-provided transportation, and at designated locations for students to wait for buses and other Board-provided transportation ("bus stops");
- (3) through the transmission of information from a CPS computer or computer network, or other electronic school equipment;
- (4) when communicated through any electronic technology or personal electronic device while on school property, on school buses or other Board-provided transportation, at bus stops, and at school-sponsored or school-sanctioned events or activities;
- (5) when it is conveyed that a threat will be carried out in a school setting, including threats made outside school hours with intent to carry them out during any school-related or sponsored program or activity or on Board-provided transportation;
- (6) when it is a Student Code of Conduct ("SCC") Group 5 or 6 behavior that occurs off campus but most seriously disrupts any student's education.

Definitions

"Bullying" means any physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students, and meets all of the following criteria:

- (1) An observed or perceived imbalance of power exists between the person(s) engaging in the bullying behavior(s) and the targeted student(s); and/or student(s) were targeted based on prejudice or bias (as defined below).
- (2) The behaviors are severe or pervasive (repeated over time), or there is a high likelihood that behaviors will be repeated. While bullying is often characterized by repeated acts, sometimes a single incident constitutes bullying depending on the severity and if other elements of bullying are present.
- (3) The intent of the person(s) engaging in the behavior is to cause physical or emotional harm to the targeted student(s).
- (4) The behavior has or can be reasonably predicted to have one or more of the following effects:
 - (a) placing the student in reasonable fear of harm to the student's person or property;
 - (b) causing a substantially detrimental effect on the student's physical or mental health;
 - (c) substantially interfering with the student's academic performance; or
 - (d) substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation, one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

"Cyberbullying" means using information and communication technologies to bully. This definition includes cyberbullying by means of technology that is not owned, leased, or used by the school district when an administrator or teacher receives a report that bullying through this means has occurred. This Policy does not require a district or school to staff or monitor any nonschool-related activity, function, or program.

"Retaliation" means any form of intimidation, reprisal including but not limited to the submission of knowingly false bullying allegations, or harassment directed against a student who reports bullying, provides information during an investigation, or witnesses or has reliable information about bullying. Retaliation is prohibited and will result in the imposition of appropriate interventions/consequences according to this Policy and the SCC.

"Peer Conflict" means disagreements and oppositional interactions that are situational, immediate and developmentally appropriate. Conflicts arise when two or more students with relatively similar observed or perceived power have differences in opinion or perspectives. When school employees are aware of peer conflict, they are expected to guide students in developing new skills in social competency, learning personal boundaries and peaceably resolving conflict, and to model appropriate social interactions.

"Prejudice or bias" means motivation for bullying or harassment based in part or in whole by actual or perceived race, color, religion, sex, national origin or immigration status, ancestry, age, marital status, physical or mental disability, military status, sexual orientation, gender-related identity or expression, unfavorable discharge from military service, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic.

"Restorative Practices" means a continuum of school-based alternatives to exclusionary discipline that are adapted to the particular needs of the school and community, contribute to maintaining school safety, protect the integrity of a positive and productive learning climate, teach students the personal and interpersonal skills they will need to be successful in school and society, serve to build and restore relationships among students, families, schools, and communities, and reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs. Restorative practices are ways of pro-actively developing relationships and community, as well as repairing

community when harm is done. After conflict or harm, Restorative Practices provide a way of thinking about, talking about, and responding to issues and problems by involving all participants to discuss their feelings and opinions, identify what happened, describe how it affected everyone, and find solutions to make things better.

Preventing Bullying

All CPS principals and staff shall work to develop safe, supportive school environments that prevent bullying through:

- **Developing supportive school climate strategies**, including clear expectations and share agreements to guide interactions between students, and between staff and students.
- **Teaching all students social and emotional skills** and establish classroom and school-wide practices that promote relationship-building, including teaching all school stakeholders to speak out when they see or hear bullying, degrading language, and bias or prejudice.
- Establish predictable responses and **effective disciplinary practices** that address root cause, teach skills, build empathy, and repair harm. Ensure all students, staff, and stakeholders know how your school plan to respond to bullying and harassment.

Intervening to Address Bullying

A. Responsibilities of CPS Employees and Contractors

All CPS employees and contractors, including security officers, lunchroom staff and bus drivers, who witness incidents of bullying or school violence or who possess reliable information that would lead a reasonable person to suspect that a person is a target of bullying, must:

- (1) intervene immediately in a manner that is appropriate to the context and ensures the safety of all people involved;
- (2) report the incident of bullying or retaliation to the Principal/Designee as soon as practicable, but within 24 hours, on the CPS Bullying Complaint Form (Attachment A); and
- (3) cooperate fully in any investigation of the incident and in implementing any safety plan established by the Principal/Designee.

B. Responsibilities of Students, Parents and Guardians

No student who witnesses bullying may stand by or participate in the bullying, but must notify an adult at school and an adult at home as quickly as practicable. Any parent or guardian who witnesses or is notified of bullying has an obligation to advise the Principal/Designee as quickly as practicable. Reports can be made to any CPS employee or contractor in person, by completing Attachment A and submitting it to the Principal/Designee, by calling the CPS Parent Support Center at (773) 553-3772, or by emailing BullyingReport@cps.edu. Anonymous reports will be accepted by the Principal/Designee. No disciplinary action will be taken on the sole basis of an anonymous report.

C. Steps for Investigating Bullying Reports

- (1) **Ensure safety.** The Principal or his/her designee will provide immediate support to any targeted student(s) to ensure safety. If there are overt or implied risks of safety, follow the steps in the CPS Crisis Manual, including immediately notifying the CPS Student Safety Center and the school's Network office. Alleged behaviors targeted at sex, gender, sexual orientation, gender identity, or gender expression should be reported immediately to the Office of Student Protections and Title IX for assistance and support: ~~at the OSP Hotline:~~ (773) 535-4400.
- (2) **Notify parents/guardians of all involved students.** Within one school day of receipt of a bullying report, the Principal/Designee shall report to the parent/legal guardian of all involved students, via telephone, personal conference and/or in writing, the occurrence of any alleged incident of bullying, and shall document these notifications in the District student information system.
 - a. Notifications should be made privately to students directly involved and their parent/legal guardians.
 - b. Additionally, when incidents have a larger impact on the school community, the Principal/Designee shall provide clear communication to students, staff and parents to re-inforce school-wide expectations and a climate of respect and inclusion.

- (3) **Document all allegations of bullying.** Within two school days of receiving a report of bullying, the Principal/Designee will document the allegation in the District student information system as a general incident report and document all notifications made.
- (4) **Conduct an investigation.** The Principal and/or a designee, who is knowledgeable about bullying prevention and intervention, shall perform the investigation. For guidance, contact the Law Department at (773)553-1700.

Investigation of reported bullying shall be initiated within 5 school days of receipt of a report, documented within the incident report in the District student information system, and completed within 10 school days, unless the Principal grants in writing an additional 5-day extension due to extenuating circumstances. The Principal/Designee shall document the extension in the investigation report and shall notify the parties involved.

The investigation shall include:

- a. Identifying all involved parties, including the student(s) alleged to have engaged in the bullying behaviors, alleged target(s) and bystander(s), as well as any adult who witnessed the incident or may have reliable information about it.
 - b. Conducting an individual interview in a private setting with all involved parties. The alleged target should never be interviewed in public or with the student(s) alleged to have engaged in bullying.
 - c. Determining how often the conduct occurred, any past incident or continuing pattern of behavior, and the District student information system of the behaviors on the targeted student's education.
 - d. Assessing the individual and school-wide effects of the incident relating to safety.
- (5) **Make a determination whether allegations of bullying are substantiated or not and document determination.** The Principal/Designee shall consider whether the four elements of the bullying definition are met, or if all four elements of bullying are not present, whether the behavior qualifies as another inappropriate behavior listed in the SCC. When the investigation is complete, the Principal/Designee shall ensure the investigation and findings (whether the report of bullying is substantiated or not substantiated) are documented in the District student information system. If the investigation determines a student engaged in bullying behaviors and/or other inappropriate behaviors listed in the SCC, the Principal/Designee shall prepare a Misconduct Report.
 - (6) **Notify all involved parties of the outcome of the investigation.** Within one day of making a determination, the Principal/Designee shall notify, in writing, the parents/legal guardians of all students involved of the outcome of the investigation. Parents/legal guardians of the students who are parties to the investigation may request a personal conference with the Principal/Designee to discuss the investigation, the findings of the investigation, the actions taken to address the reported incident of bullying, and any resources available in or outside the school to help the students address the underlying reasons for the bullying.

When communicating incidents of bullying to the targeted student's parent/guardian, the Principal/Designee should consider whether the student may want to keep certain information confidential. For example, if a student is bullied after coming out as gay, the Principal/Designee shall not disclose the student's sexual orientation to the parent/guardian without the student's permission, unless there is a legitimate, school-related reason for doing so.

If the investigation determines a student engaged in bullying behaviors, the Principal/Designee shall provide the Misconduct Report to the parent/legal guardians of the student who engaged in the behaviors. The Principal/Designee may advise the parent/legal guardian of other involved students that the Student Code of Conduct was followed. S/he may not advise them of specific consequences imposed, as that would violate the confidentiality of school-record information required by law.

D. Determining an Appropriate Response

The goal of the response is to ensure the targeted student feels safe and welcome, and the student engaging in bullying behaviors understands the harm s/he caused and changes his/her behavior. For guidance in determining an appropriate response, contact the Office of Social & Emotional Learning at (773) 553-1830, or see cps.edu/SEL.

- (1) **Identify school risk factors and ensure a universal strategy for school climate improvement and social and emotional development.** Assess and address any issues in supervision, expectations, relationship-building, and emotional learning.
- (2) **Support the targeted student.** Assign school staff to create and implement a plan that will restore a sense of safety for the targeted student and other students who have been impacted. Determine any other interventions that may be appropriate.

If the targeted student has a disability, the school shall convene the IEP Team to determine whether additional or different special education or related services are needed to address the student's individual needs and revise the IEP accordingly. For example, if the student's disability affects social skill development or makes the student vulnerable to bullying, the Principal/Designee shall ask the student's IEP Team to consider whether the IEP should include provisions to reduce vulnerability to bullying.

- (3) **Determine interventions and/or consequences that address the root cause of the students' bullying behaviors.** Consider the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance. Follow the Student Code of Conduct and the *Guidelines for Effective Discipline*, and identify opportunities to teach, build empathy, and repair harm. While suspensions may be necessary in some cases to ensure the safety of the targeted student, keep in mind that suspending or expelling students who bully does not reduce bullying behavior.

If the student who engaged in bullying behavior is a student with a disability, the school shall convene the IEP Team to determine if additional supports and services are needed to address the inappropriate behavior and develop the student's social and emotional skills. The team may also consider examining the environment in which the bullying occurred to determine if changes to the environment are warranted. For example, the IEP Team should consider a behavior intervention plan for the student or review a current behavior intervention plan and revise if necessary. The Principal/Designee shall comply with the Procedural Safeguards for Discipline of Students with Disabilities/Impairments when considering interventions and consequences for students with disabilities.

Contact the Office of Social & Emotional Learning for school-wide climate and skill-building practices that prevent bullying, and the CPS Law Department for more information about the appropriate and legal consequences for student misconduct.

- (4) **For incidents that impact the larger school community, provide opportunities in safe, structured environments for affected students, staff, and/or parents to speak about the incident, its impact, and what is needed to repair the harm.**

E. What Not To Do:

- Solicit an apology from the student who engaged in bullying to the targeted student or mandate a public apology, use peace circles, victim/offender conferences, or any form of mediation that puts the student who engaged in bullying in contact with the targeted student in an immediate attempt to resolve the bullying. Restorative measures may be helpful to repair relationships between the student who engaged in bullying and targeted student, but only if used after other interventions have balanced the power differential between the perpetrator and target.
- Dismiss bullying as typical student behavior or assume it is not serious.

Appeal

Any party who is not satisfied with the outcome of the investigation may appeal to the Office of Student Protections and Title IX, or OSP (telephone: 773 535-4400), within 15 calendar days of notification of the Principal's decision. OSP shall render a final determination in accordance with the timeline and procedures set out in the anti-bullying appeal guidelines established by OSP. OSP may return the incident to the Network Chief, Principal or their designees for further investigation or reconsideration of the consequence(s), direct the imposition of other consequence(s), or deny the appeal. OSP shall notify the party requesting the appeal and the Principal that its decision is final and shall document that notification in the Incident Report in the District student information system.

Consequences for CPS Employees and Contractors

When it is determined that an employee or contractor was aware that bullying was taking place but failed to report it, the employee/contractor will be considered to have violated this Policy. The Principal shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Board contracts.

Notice and Dissemination of Requirements

Principals shall follow the requirements established by the Office of Social & Emotional Learning for posting this Anti-Bullying Policy on the school's website, in the school building as well as disseminating and presenting this Policy to school staff as part of pre-school-year professional development.

Training and Professional Development

Staff

Professional development will be offered to build the skills of all CPS employees, contractors and volunteers to implement this Policy. The content of such professional development shall include, but not be limited to:

- (1) Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them;
- (2) Information about the complex interaction and power differential that can take place between and among a perpetrator, target, and witness to the bullying;
- (3) Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk, and any specific interventions that may be particularly effective for addressing bias-based bullying; and
- (4) Information about Internet safety issues as they relate to cyberbullying.

Student Internet Safety Education

In accordance with the Board's Internet Safety Policy (<http://policy.cps.edu/download.aspx?ID=261>), each school shall incorporate into the school curriculum a component on Internet safety to be taught at least once each school year to all students. The Chief Officer of Teaching and Learning or designee, shall determine the scope and duration of this unit of instruction and topics covered. At a minimum, the unit of instruction shall address: (a) safety on the Internet; (b) appropriate behavior while online, on social networking Web sites, and in chat rooms; and (c) cyberbullying awareness and response. The age-appropriate unit of instruction may be incorporated into the current courses of study regularly taught. Schools shall satisfy the documentation requirements established by the Chief Officer of Teaching and Learning or designee to ensure compliance with this curricular requirement.

ATTACHMENT A
Chicago Public Schools
Form for Reporting Bullying and Retaliation

NOTE: The reporter may remain anonymous, but no discipline will be imposed based solely upon an anonymous report.

Please submit this report to the principal or any school staff member. You may also call the Parent Support Center (773 553-3772) or email BullyingReport@cps.edu to make a report.

Victim or Target Information

School: _____

Name(s) and grade(s) of Victim/Target: _____

Reporting Information (*Optional for students/parents/guardians)

Name & Title of Person Reporting: _____

Relationship to Victim/Target: _____

Phone: _____ Email Address: _____

Incident Information

Name(s) of student(s) accused of engaging in bullying behaviors OR description (if name(s) unknown): _____

Location of incident: _____

Date and time of incident: _____

Approximate dates, times, and frequency of prior incident(s): _____

Describe what happened and who was present in as much detail as possible (*Required Information):

Date of submission: _____

**PROCEDURAL SAFEGUARDS FOR DISCIPLINE OF STUDENTS WITH
DISABILITIES/IMPAIRMENTS⁴⁰**

School officials may suspend students with disabilities/impairments and cease educational services for a total of up to 10 consecutive or 10 cumulative school days in one school year without providing procedural safeguards. Saturday, and before- and after-school detentions do not count toward the 10-day limit. Additionally, if students with disabilities continue to participate in the general education curriculum, continue to receive their IEP services, and continue to participate with non-disabled peers to the same extent as specified in the IEPs, in-school suspensions and lunch detentions do not count toward the 10-day limit. Administrators are not required to suspend students with disabilities for the recommended periods set forth in this Code for a single incident. Specifically, the Principal or his/her designee has discretion to suspend students with disabilities fewer days than set forth for a single incident. Federal regulations offer some flexibility in suspending students with disabilities in excess of 10 school days in the school year in certain circumstances. In order to determine whether the circumstances permit a suspension in excess of 10 days per school year, consultation by the school with the Office of Diverse Learners Supports and Services (773 553-1905) is absolutely necessary. **Without such consultation and approval from the Office of Diverse Learners Supports and Services, the 10 school day limit on out of school suspensions will continue to apply.**

When school officials anticipate a referral for expulsion, including referrals requesting emergency assignment pursuant to the CPS SCC, the following apply:

1. School must provide written notice to the parent/guardian or surrogate parent of the request for an expulsion hearing and the date of an Individualized Education Program (IEP) Manifestation Determination Review (MDR) meeting, which must be held within 10 school days of the date of the decision to request the expulsion hearing. School must also provide parent/guardian/surrogate parent with a written copy of the Notice of Procedural Safeguards.
2. The IEP team must:
 - A. Determine whether the misconduct is related to the student's disability by reviewing all current and relevant information, including evaluation and diagnostic results, information from the parent/guardian, observations of the student, and the student's IEP. The behavior is a manifestation of the student's disability if:
 - 1) the conduct in question was caused by the student's disability or has a direct and substantial relationship to the student's disability; and/or
 - 2) the conduct in question was the direct result of the school's failure to implement the student's IEP.
 - B. Review, and revise if necessary, the student's existing behavior intervention plan or develop a functional behavior assessment and behavior intervention plan (FBA/BIP) to address the misconduct. The behavior intervention plan must address the misconduct for which the student is being disciplined.

If the student's behavior is not a manifestation of the disability, school officials may apply the SCC, taking into consideration the student's special education and disciplinary records. In no event, however, may the student be suspended for more than 10 consecutive or cumulative school days in a school year without providing appropriate educational services.

If the student's behavior is a manifestation of the disability, a disciplinary change in placement (expulsion) cannot occur. Students with disabilities, even if expelled, must be provided with an appropriate education in an alternative educational setting.

All MDRs are subject to legal review by the Department of Procedural Safeguards and Parental Supports.

⁴⁰ All procedural safeguards contained in the SCC and this Appendix are equally applicable to those students with §504 plans.

**REFERENCE GUIDE FOR GROUPS 4, 5 AND 6 BEHAVIORS INVOLVING DANGEROUS OBJECTS,
WEAPONS OR LOOK-ALIKE WEAPONS**

SECTIONS 4-13 AND 5-11

If a student simply has any of these objects in his or her possession, but does not use them, (s)he should be recorded to have violated Section 4-13 of the SCC for a first-time violation or 5-11 of the SCC for a second or repeated violation. *If a student uses, or intends to use, any of these objects to inflict harm on someone, the student should be recorded to have violated Section 6-1.*

Knives, including but not limited to:

- Steak knife or other kitchen knives
- Pen knives/Pocket knives
- Hunting knives
- Swiss Army knife
- Box cutters
- Razors

Tools, including but not limited to:

- Hammers
- Screwdrivers
- Saws
- Crowbars/Metal pipes
- Other objects commonly used for construction or household repair

Other Objects, including but not limited to:

- Mace/Pepper spray
- Live ammunition/Live bullets
- Broken bottles or other pieces of glass
- Wooden sticks/boards

SECTION 6-1

If a student has any of these objects in his or her possession or uses any of these objects, (s)he should be recorded to have violated Section 6-1 of the SCC.

Firearms - these include:

- Pistol
- Revolver
- Other firearms
- Any part or portion of a machine gun or rifle

Knives - these include only the following types of knives:

- Switchblade knives (open automatically by hand pressure applied to a button, spring or other device in the handle of the knife)
- Ballistic knives (operated by a coil spring, elastic material, or an air or gas pump)

Explosive Devices/Gases - these include:

- Tear gas guns
- Projector bombs
- Noxious liquid gas
- Grenades
- Other explosive substances

Other Objects - these include:

- Blackjack
- Slingshot
- Sand club
- Sandbag

- Metal/brass knuckles
- Throwing stars
- Tasers/stun guns

“Look-Alike” Firearms - these include:

- B.B. guns
- Air guns
- Other objects, including “toys” or replicas that reasonably resemble real firearms

6-1 SPECIAL CONSIDERATION

If a student simply has any of these objects, or any other similar object in his/her possession, (s)he should not be recorded to have violated of the SCC. *If a student uses, or intends to use, any of these objects to inflict bodily harm on someone, the student should be recorded to have violated Section 6-1.*

Sporting Equipment - these include but are not limited to:

- Baseball bats
- Golf clubs

Personal Grooming Products - these include but are not limited to:

- Nail clippers/files
- Combs with sharp handles
- Tweezers

School Supplies - these include but are not limited to:

- Scissors
- Laser pointers
- Pens/Pencils
- Rulers
- Padlocks/Combination locks
- Other objects commonly used for educational purposes

EXPULSION HEARING AND EMERGENCY ASSIGNMENT GUIDELINES

Request for Expulsion Hearing

- Expulsion is the removal of a student from school for 11 or more consecutive days, up to a maximum of two calendar years.⁴¹
- If a student's inappropriate behavior falls within Group 5 of the SCC, a school principal *may* request an expulsion hearing for the student. A school principal may also request assignment to an intervention program.
- If a student's inappropriate behavior falls within Group 6 of the SCC, the incident will be automatically referred for Department of Student Adjudication review for a student in 6th through 12th grade or for any student violating section 6-1; a school principal *may* request an expulsion hearing for a student committing any other Group 6 behavior.
- The CEO's designee will review the expulsion hearing request and determine whether to refer the student to the Law Department for an expulsion hearing, assign the student to an intervention program, or refer the student back to the school for intervention/support.

Emergency Assignment to Interim Alternative Education Setting

- Students who commit Groups 5 or 6 misconducts may be assigned to an interim alternative education setting on an emergency basis ("emergency assignment") while a request for an expulsion hearing is pending without being given the opportunity for a hearing before an independent hearing officer.
- Requests for emergency assignment must be approved, facilitated, and implemented by the CEO's designee. The CEO's designee may request additional information when considering requests for emergency assignment.
- General education students may be placed in an interim alternative education setting if their presence at the home school poses a continuing danger to people or property, or an ongoing threat of disruption to the academic process. The student will be assigned to the Safe Schools Alternative Program until the expulsion final determination is issued.
- Students with disabilities may be placed in an interim alternative educational setting for a maximum of 45 school days, even in instances where the student's misconduct is ultimately determined to be a manifestation of his or her disability. Students with disabilities may be referred for emergency assignment when in possession of weapons or drugs, or for inflicting serious bodily injury on another person while on school grounds or at a school-sponsored event. The parent or legal guardian may request a due process hearing to challenge the emergency assignment.

Expulsion Hearing Procedures

- The Law Department will schedule expulsion hearings and send parents/guardians a notice letter. The notice will provide a description of the incident, the date of the incident, the SCC inappropriate behavior code(s), and the place, time and date for the expulsion hearing. The notice will be sent by registered or certified mail, or by personal delivery.
- Before the hearing, school principals are responsible for assisting the Law Department with case preparation by identifying witnesses and relevant documents, and reviewing all documentation regarding the incident to ensure it is complete, accurate, and properly written.
- The hearing will be conducted before an independent hearing officer. The Chief Executive Officer's representatives will call witnesses to testify and introduce documents regarding the incident. The student may also call witnesses to testify and introduce documents regarding the incident.

Expulsion Final Determination

- After the hearing, the hearing officer will make a recommendation for intervention or discipline, up to expulsion for a set term of up to two calendar years.
- The hearing officer's recommendation may be modified on a case-by-case basis by the Chief Executive Officer or designee.

⁴¹ This definition does not apply to exclusion of a student from school for failure to comply with immunization requirements or temporary emergency placement.

- If a student is expelled, alternative program placement may be offered for the period of the expulsion.
- The hearing officer may recommend that the student attend an intervention program in lieu of expulsion. A recommendation to intervention is subject to approval by the Chief Executive Officer or designee. A student who is recommended for participation in the intervention program in lieu of expulsion but who fails to successfully complete the program shall be expelled.
- During a term of expulsion, students may not participate in extracurricular activities or school-sponsored events, with the exception of activities or events sponsored by the student's alternative program.

Transition when Expulsion Complete

- When a term of expulsion is completed, the student will be transferred to his/her home school.
- For students attending the Safe Schools Alternative Program, a transition meeting, including the student, parents/guardians, alternative school staff members, and home school staff members, will be scheduled to discuss the student's transition back into the home school environment.

ACKNOWLEDGEMENT OF RECEIPT OF THE STUDENT CODE OF CONDUCT

Chicago Public Schools
Student Code of Conduct

Student Agreement

I, _____ (print student's name) have received and read the Student Code of Conduct ("SCC") for the Chicago Public Schools. I am aware of my rights and responsibilities under the SCC. Furthermore, I understand that inappropriate student behavior will result in interventions and consequences as stated under the SCC.

Student Signature

Date

Parent/Guardian Agreement

Dear Parent or Guardian:

Chicago Public Schools believes that you should be informed regarding our effort to create and maintain a safe and secure learning environment for all students. Please read the SCC and sign the document below to acknowledge your receipt and understanding of the SCC.

I am the parent or guardian of the above named student. I have received and read the SCC. I understand that by signing this document, I agree to support and promote the goals of the SCC and make every effort to work with the school in resolving all disciplinary matters.

Parent/Guardian Signature

Date

20-0722-EX1

**[Note: The complete document
will be posted on cpsboe.org]*

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

1. Transfer from Capital/Operations - City Wide to Daniel C Beard Elementary School

Rationale: Funds Transfer From Award to Project

Transfer From:

12150 Capital/Operations - City Wide
422 Series 2020A EBF
56310 Capitalized Construction
251392 Repairs & Improvements
000000 Default Value

Transfer To:

30051 Daniel C Beard Elementary School
422 Series 2020A EBF
56310 Capitalized Construction
251392 Repairs & Improvements
000000 Default Value

Amount: \$1,000

2. Transfer from Arts to South Shore Intl College Prep High School

Rationale: Transfer for essential end of year requisitions

Transfer From:

10890 Arts
124 School Special Income Fund
57940 Miscellaneous Charges
888888 Contingency Balancing Program
071983 Ingenuity Csf11

Transfer To:

46631 South Shore Intl College Prep High School
124 School Special Income Fund
53405 Commodities - Supplies
113090 Grants-Citywide Misc Fndtns
071983 Ingenuity Csf11

Amount: \$1,000

3. Transfer from Student Support and Engagement to Student Support and Engagement

Rationale: Transfer for essential end of year requisitions

Transfer From:

11371 Student Support and Engagement
115 General Education Fund
57940 Miscellaneous Charges
888888 Contingency Balancing Program
000000 Default Value

Transfer To:

11371 Student Support and Engagement
115 General Education Fund
54120 Services - Refuse removal
320020 Other After Schools Programs
000000 Default Value

Amount: \$1,000

4. Transfer from Talent Office to Talent Office

Rationale: Transfer for essential end of year requisitions

Transfer From:

11010 Talent Office
115 General Education Fund
57940 Miscellaneous Charges
888888 Contingency Balancing Program
000000 Default Value

Transfer To:

11010 Talent Office
115 General Education Fund
54515 Services - Advertising
264207 Teacher Sourcing & Recruitment
000000 Default Value

Amount: \$1,000

5. Transfer from Information & Technology Services to Information & Technology Services

Rationale: Transfer for essential end of year requisitions

Transfer From:

12510 Information & Technology Services
115 General Education Fund
57940 Miscellaneous Charges
888888 Contingency Balancing Program
000000 Default Value

Transfer To:

12510 Information & Technology Services
115 General Education Fund
54215 Car Fare
266101 Business Services
000000 Default Value

Amount: \$1,000

6. Transfer from Teaching and Learning Office to Teacher Leader Development and Innovation

Rationale: Transfer of funds for Fellow

Transfer From:

10810 Teaching and Learning Office
115 General Education Fund
57940 Miscellaneous Charges
888888 Contingency Balancing Program
000000 Default Value

Transfer To:

11551 Teacher Leader Development and Innovation
115 General Education Fund
51330 Benefits Pointer
290001 General Salary S Bkt
000000 Default Value

Amount: \$1,000

7. Transfer from Student Support and Engagement to Student Support and Engagement

Rationale: Moving to pointer line to complete approved bucket add for OST

Transfer From:

11371 Student Support and Engagement
115 General Education Fund
54120 Services - Refuse removal
320020 Other After Schools Programs
000000 Default Value

Transfer To:

11371 Student Support and Engagement
115 General Education Fund
51320 Bucket Position Pointer
290001 General Salary S Bkt
000000 Default Value

Amount: \$1,000

8. Transfer from Inspector General to Inspector General

Rationale: Admin fee

Transfer From:

10320 Inspector General
115 General Education Fund
57940 Miscellaneous Charges
888888 Contingency Balancing Program
000000 Default Value

Transfer To:

10320 Inspector General
115 General Education Fund
53405 Commodities - Supplies
252301 Investigations - Admin
000000 Default Value

Amount: \$1,000

9. Transfer from Teaching and Learning Office to Executive Office

Rationale: Transfer of funds for Ed Pioneer Bucket

Transfer From:

10810 Teaching and Learning Office
115 General Education Fund
57940 Miscellaneous Charges
888888 Contingency Balancing Program
000000 Default Value

Transfer To:

10710 Executive Office
115 General Education Fund
51330 Benefits Pointer
290001 General Salary S Bkt
000000 Default Value

Amount: \$1,000

1401. Transfer from Education General - City Wide to Facility Opers & Maint - City Wide

Rationale: Various trades.

Transfer From:

12670 Education General - City Wide
115 General Education Fund
57915 Miscellaneous - Contingent Projects
119010 Other Instructional Programs
000000 Default Value

Transfer To:

11880 Facility Opers & Maint - City Wide
230 Public Building Commission O & M
56105 Services - Repair Contracts
254002 Engineer Services
000000 Default Value

Amount: \$6,343,087

1402. Transfer from Early Childhood Development - City Wide to Early Childhood Development - City Wide

Rationale: Transfer for essential end of year requisitions

Transfer From:

11385 Early Childhood Development - City Wide
362 Early Childhood Development
57940 Miscellaneous Charges
888888 Contingency Balancing Program
376671 State Preschool For All Age 0-3 Community Partnership
20

Transfer To:

11385 Early Childhood Development - City Wide
362 Early Childhood Development
54125 Services - Professional/Administrative
410001 Payment To Other Government Units
376671 State Preschool For All Age 0-3 Community Partnership
20

Amount: \$7,000,000

1403. Transfer from Education General - City Wide to Facility Opers & Maint - City Wide

Rationale: IFM backfill invoices

Transfer From:

12670 Education General - City Wide
115 General Education Fund
57940 Miscellaneous Charges
119035 Other Instructional Purposes - Miscellaneous
000000 Default Value

Transfer To:

11880 Facility Opers & Maint - City Wide
230 Public Building Commission O & M
54105 Services: Non-technical/Laborer
119111 Vacancy Sub Coverage
000000 Default Value

Amount: \$7,000,000

1404. Transfer from Education General - City Wide to Facility Opers & Maint - City Wide

Rationale: Engineer & Private Custodian Premium Pay March - June

Transfer From:

12670 Education General - City Wide
115 General Education Fund
57915 Miscellaneous - Contingent Projects
119010 Other Instructional Programs
000000 Default Value

Transfer To:

11880 Facility Opers & Maint - City Wide
115 General Education Fund
54105 Services: Non-technical/Laborer
254101 Asset Management
000315 2020 Covid19 Shutdown Expenditures

Amount: \$10,526,112

1405. Transfer from Education General - City Wide to Facility Opers & Maint - City Wide

Rationale: IFM contract fee

Transfer From:

12670 Education General - City Wide
115 General Education Fund
57915 Miscellaneous - Contingent Projects
119010 Other Instructional Programs
000000 Default Value

Transfer To:

11880 Facility Opers & Maint - City Wide
230 Public Building Commission O & M
54105 Services: Non-technical/Laborer
254039 Aramark Ifm
000000 Default Value

Amount: \$13,000,000

1406. Transfer from Nutrition Support Services - City Wide to Nutrition Support Services - City Wide

Rationale: Essential COVID-19 expenses - summer programs

Transfer From:

12050 Nutrition Support Services - City Wide
312 Lunchroom Fund
57940 Miscellaneous Charges
888888 Contingency Balancing Program
000000 Default Value

Transfer To:

12050 Nutrition Support Services - City Wide
312 Lunchroom Fund
51320 Bucket Position Pointer
290001 General Salary S Bkt
422503 Summer Food Service Program Fy20

Amount: \$13,219,426

1407. Transfer from Capital/Operations - City Wide to Morgan Park High School

Rationale: Funds Transfer From Award To Project

Transfer From:

12150 Capital/Operations - City Wide
422 Series 2020A EBF
56310 Capitalized Construction
009553 Roofs
000000 Default Value

Transfer To:

46251 Morgan Park High School
422 Series 2020A EBF
56310 Capitalized Construction
009426 All Other
000000 Default Value

Amount: \$13,590,187

1408. Transfer from Education General - City Wide to Facility Opers & Maint - City Wide

Rationale: IFM contract fee

Transfer From:

12670 Education General - City Wide
115 General Education Fund
57915 Miscellaneous - Contingent Projects
119010 Other Instructional Programs
000000 Default Value

Transfer To:

11880 Facility Opers & Maint - City Wide
230 Public Building Commission O & M
54105 Services: Non-technical/Laborer
254038 Sodexo Ifm
000000 Default Value

Amount: \$15,400,000

20-0722-EX2

APPROVE RENEWAL OF ISBE WAIVER**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Chicago Board of Education (the "Board") approve the renewal application for a waiver of the Illinois School Code (105 ILCS 5/34-21.3) for a five-year term beginning July 1, 2021, and ending June 30, 2026. Section 34-21.3 of the Illinois School Code only allows for a competitive sealed bid for food service management companies. The waiver will allow CPS the option to solicit food services via a Request for Proposal (RFP) process.

Upon approval of this Board Report, the renewal waiver application described below will be forwarded to the Illinois State Board of Education (ISBE) for consideration, review, and approval consistent with State law.

PUBLIC HEARING AND NOTICE: A Public Hearing on this renewal waiver application was held on July 22, 2020, in accordance with Section 2-3.25g of the Illinois School Code. Notice of the Public Hearing was posted on the CPS and Board websites on July 7, 2020, published in a Chicago newspaper on July 14, 2020 and provided to Illinois state legislators who represent Chicago and collective bargaining agents on July 14, 2020, as required by Section 2-3.25g of the Illinois School Code.

DESCRIPTION OF THE RENEWAL WAIVER:

Section 34-21.3 of the Illinois School Code (105 ILCS 5/34-21.3) only allows for the expertise of a food services management company to be procured via a competitive sealed bidding process, awarding the contract to the lowest responsible bidder, considering conformity with bid specifications, terms of delivery, quality and serviceability as specified in the advertised bid document. Under this solicitation method, the advertised bid becomes the contract, allowing for no post-bid negotiations in specifications, pricing, or services.

The United States Department of Agriculture (USDA) (which governs federal child nutrition programs), under the Federal Acquisitions Regulations System, allows for child nutrition program products and services to be procured using either of two solicitation methods: a sealed bidding or competitive proposal process. The RFP process is a competitive method for procuring products and services whereby proposals are evaluated based upon predetermined evaluation and selection criteria. Cost is a primary, but not the sole, factor for the basis of the award. This waiver renewal will allow the district the option to use an RFP process for procuring food services. As a result, the Board can develop a more comprehensive food services program that best meets the changing needs and strategic priorities of the Board without having to rebid.

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

20-0722-PR1

AUTHORIZE THE THIRD AND FINAL RENEWAL AGREEMENT WITH ELECTRICAL JOINT APPRENTICESHIP AND TRAINING TRUST FOR EDUCATIONAL SERVICES**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize the third and final renewal agreement with Electrical Joint Apprenticeship and Training Trust to provide educational services to the Office of College and Career Success at the estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on July 7, 2020 and approved by the Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on July 6, 2020, found here: cps.edu/procurement. The item will remain on the Procurement website until the July 22, 2020 Board Meeting. This process complies with the independent consultant's recommendations for sole source procurements and the Board's "Single/Sole Source Committee Charter. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Gonzalez, Ms. Cristina / 773-553-2280

VENDOR:

- 1) Vendor # 17910
ELECTRICAL JOINT APPRENTICESHIP
AND TRAINING TRUST
6201 WEST 115TH STREET
ALSIP, IL 60803

Gene Kent
708 389-1340

Ownership: Not-For-Profit Corporation

USER INFORMATION :

Project 13725 - Early College and Career
Manager: 42 West Madison Street
Chicago, IL 60602
Rudofsky, Ms. Sarah E
773-553-2490

PM Contact: 10870 - College and Career Success Office
42 West Madison Street
Chicago, IL 60602
Deuser, Mr. Michael K.
773-535-2108

ORIGINAL AGREEMENT:

The original Agreement authorized by Board Report 17-0927-PR2 in the amount of \$250,000 is for a term commencing September 1, 2017 and ending August 31, 2018, with the Board having three (3) options to renew for one (1) year terms. The first renewal agreement (authorized by Board Report 18-0523-PR1) in the amount of \$250,000 was for a one (1) year term commencing September 1, 2018 and ending August 31, 2019. The second renewal agreement (authorized by Board Report 19-0828-PR4) in the amount of \$250,000 was for a one (1) year term commencing September 1, 2019 and ending August 31, 2020. The original agreement was awarded on a non-competitive basis: the single-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing September 1, 2020 and ending August 31, 2021.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to provide educational services that include teaching services (two instructors) at Chicago Builds at Dunbar High School and related curriculum and support materials for the CTE electricity programs at Simeon High School and Prosser High School. Vendor will provide summer enrichment and work-based learning opportunities to interested students.

DELIVERABLES:

Vendor will continue to provide educational services that include teaching services (two instructors), related curriculum and support materials. The contracted electricity teachers must be eligible to receive and have in place their ISBE educator licensure to teach the electricity courses prior to teaching. The teachers must also successfully pass all background and TB tests, and drug screenings for CPS. The teachers will be responsible for the day to day classroom instruction, classroom management, student assessment, grades, attendance, and all other matters related to high school students as outlined in the CTU contract. The teachers of the electricity program will be required to work all days as outlined in the current CTU contract. Curriculum support and professional development will inform all CTE electricity programs in CPS. Students who qualify will be able to participate in work-based learning opportunities including guest speakers, site visits, job shadows and other career development experiences as well as summer enrichment programs.

OUTCOMES:

Vendor's services will result in increased certifications as well as higher graduation, college enrollment and persistence rates, and expanded career opportunities, especially through admittance into the IBEW apprenticeship program for students enrolled in the CTE Electricity programs.

COMPENSATION:

Vendor shall be paid during this option period as follows:
Estimated annual costs for this option period are set forth below:
FY21 \$250,000

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is exempt as this agreement is for a Not-for-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 369, Early College and Career Education Citywide, Unit 13727
FY21 \$250,000
Not to exceed \$250,000 for the one (1) year term.
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-PR2

**AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH TEACHING STRATEGIES, LLC FOR
TEACHING STRATEGIES GOLD ASSESSMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Teaching Strategies, LLC to provide Teaching Strategies GOLD (TSG) assessment services to the Office of Early Childhood Education (OECE) at an estimated annual cost as set forth in the Compensation Section in this report. A written document exercising this option is currently being negotiated. No payment shall be made to the vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Banks, Ms. Jasmine / 773-553-2280

VENDOR:

- 1) Vendor # 90907
TEACHING STRATEGIES, LLC
4500 EAST-WEST HIGHWAY#300
BETHESDA, MD 20814

Heather O'Shea
301 634-0818

Ownership: For Profit: UTJ Holdco, Inc. -
100%

USER INFORMATION :

Project 11385 - Early Childhood Development - City Wide
 Manager: 42 West Madison Street
 Chicago, IL 60602
 Mckinily, Miss Leslie
 773-553-2010

PM Contact: 11360 - Early Childhood Development
 42 West Madison Street
 Chicago, IL 60602
 Stokes, Mr. Bryan C.
 773-553-2010

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 19-0828-PR3) in the amount of \$670,000 is for a term commencing September 1, 2019 and ending August 31, 2020, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a non-competitive basis: the single-source request was presented to the Single/Sole Source Committee and approved by the Chief Procurement Officer.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing September 1, 2020 and ending August 31, 2021.

OPTION PERIODS REMAINING:

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

SCOPE OF SERVICES:

Vendor will continue to provide assessment services that are aligned to the preschool curriculum, The Creative Curriculum. The City's preschool programs operated under the City's Department of Family Support Services use the same assessment services and curriculum, allowing for consistent data collection and reporting among preschool education providers. Additionally, Vendor shall continue to provide training and technical support to CPS teachers on how to use the assessment services and input qualitative data.

DELIVERABLES:

Observational data on individual child development will continue to be collected on children in CPS preschool classrooms funded by ISBE and qualitative data will continue to be entered by CPS teachers into Teaching Strategies GOLD system to report on child outcomes. Training and technical support, data collection procedures, monitoring and reporting and data elements will also continue to be provided by Vendor.

OUTCOMES:

Vendor's services will result in observational data on individual child development being collected in, stored in, and reported from the vendor's system. Additionally, the vendor will provide 50 hours of training and technical support for CPS OECE staff, teachers, and administrators. Teachers will enter on an on-going basis, individual child observational data - including documentation and artifacts - into the TSG system. OECE staff, school administration, and classroom teachers will have access as appropriate to their role.

COMPENSATION:

Vendor shall be paid during this option period as follows:
 Estimated annual costs for this option period are set forth below:
 FY21 \$544,418

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 written option document. Authorize Chief Officer of Early Childhood Education to execute all ancillary documents required to administer or effectuate this option document.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), this contract is exempt as this agreement is a grant funded program.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 362, Early Childhood Education, Unit 11385, FY21 \$544,418
 Not to exceed \$544,418 for the one (1) year term.
 Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-PR3

**AUTHORIZE THE SECOND AND FINAL RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR
PERSONALIZED LEARNING PROFESSIONAL DEVELOPMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the second and final renewal agreements with various vendors to provide professional development for personalized learning to all schools at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendors during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 16-350031

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

VENDOR:

- 1) Vendor # 67462
COOPERATIVE EDUCATIONAL SERVICE
AGENCY #1
N25 W23131 PAUL RD, STE 100
PEWAUKEE, WI 53072

Brenda Vogds
262 787-9500

Ownership- Not-for-Profit
- 2) Vendor # 99687
LEAP INNOVATIONS
222 W. MERCHANDISE MART PLAZA, STE
2300
CHICAGO, IL 60654

Erin Figula
312 809-7029 x706

Ownership- Not-for-Profit

USER INFORMATION :

Project
Manager: 10825 - Department of Personalized Learning

2651 W. Washington Blvd

Chicago, IL 60612

Baker, Miss Errika Tenise

773-553-3482

PM Contact:

10810 - Teaching and Learning Office
42 West Madison Street
Chicago, IL 60602
Chavarria, Ms. Sherly
773-553-1216

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report #16-0824-PR2) in the amount of \$2,800,000 are for a term commencing September 1, 2016 and ending August 31, 2019, with the Board having two (2) options to renew for a one (1) year term each. Renewal Agreements (authorized by Board Report #19-0724-PR7) in the amount of \$1,000,000 were exercised for term beginning on September 1 2019 and ending on August 31, 2020. The original agreements were awarded on a competitive basis pursuant to the former Board Rule 7-2.

OPTION PERIOD:

The term of each Agreement is being renewed for one (1) year commencing September 1, 2020 and ending August 31, 2021.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendors will continue to provide professional development services that will support the overall district vision of accelerating the adoption of personalized learning and expand the number of schools that are using innovative strategies and technology to personalized learning for students.

DELIVERABLES:

Cooperative Educational Service Agency and LEAP Innovations will continue to provide two stages of professional development to schools in order to provide entry points that align to a school's prior experience in personalized learning, as described below.

Stage A - Piloting Personalized Learning: Cooperative Educational Service Agency will provide professional development to equip schools with the framework to implement personalized learning strategies and techniques in individual classrooms. School leaders and teachers with foundational knowledge of personalized learning are eligible to participate and should be piloting personalized learning by the end of the 6-9 session experience. The professional development should utilize both in-person and online formats, and is intended to be organized as a cohort experience with 25-30 participants.

Stage B - Whole-school Redesign for Personalized Learning: Cooperative Educational Service Agency and LEAP Innovations will provide holistic training to schools that intend to implement personalized learning school-wide. This professional development will include training on change management, school operations, and instructional strategies aligned with personalized learning. Depending on a school's prior experience, by the end of this stage schools should either have achieved whole-school adoption or have a detailed plan to implement personalized learning school-wide. Schools will receive approximately 25-30 sessions, for 15-30 participants per school, over a three year period as part of a cohort experience.

OUTCOMES:

Vendor's services will result in participants being equipped with the skills needed to develop a plan for implementation, moving from personalized learning in a subset of classrooms to whole-school implementation.

COMPENSATION:

Estimated annual costs for this option period are set forth below:
Not to Exceed \$500,000 in aggregate for both vendors.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is exempt as this agreement is for a Not-for-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

School Discretionary Funds (353, 115, 358, 225)
Department of Personalized Learning, Unit 10825
FY21 \$500,000

Not to exceed \$500,000 in the aggregate for the one year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-PR4

AUTHORIZE A NEW AGREEMENT WITH DISCOVERY EDUCATION, INC FOR STEM MAGNET SCHOOL SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Discovery Education, Inc to provide STEM Magnet School services to the Office of Teaching and Learning at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-3. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 20-0708-Cpor-7548

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

VENDOR:

- 1) Vendor # 93952
DISCOVERY EDUCATION, INC.
4350 CONGRESS ST SUITE 700
CHARLOTTE, NC 28209

Molly Herbert Loyd
704 408-7601

Ownership: For Profit: Discovery Education
AcquisitionCO - 100%

USER INFORMATION :

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

42 W Madison

Chicago, IL 60602

Lewis, Mr. Preston K

PM Contact:
10810 - Teaching and Learning Office
42 West Madison Street
Chicago, IL 60602
Chavarria, Ms. Sherly
773-553-1216

TERM:

The term of this agreement shall commence on August 1, 2020 and shall end July 31, 2021. This agreement shall have two (2) options to renew for periods of twelve (12) months each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide digital streaming services, facilitation of community events, facilitation of professional learning, and job-embedded coaching at William H. Brown, Claremont Academy, and Joseph Jungman elementary schools. This work is in alignment with expectations of the five year Magnet Schools Assistance Program (MSAP) Grant from the US Department of Education (DOE) to transform these three K-8 elementary schools into STEM-focused magnet schools.

DELIVERABLES:

Vendor will provide three (3) Saturday STEM events showcasing STEM careers, three (3) STEM Family Nights, eighteen (18) professional learning sessions for teachers, forty-five (45) job-embedded coaching sessions for teachers, two (2) professional learning sessions for administrators, twelve (12) job-embedded coaching sessions for administrators, and digital streaming services for K-8 supplemental STEM curriculum.

OUTCOMES:

Vendor's services will lead to improved STEM culture at the participating schools as measured by the increase in student applications for admission to each school, positive feedback regarding the impact of professional learning, and growth in the CPS STEM Standards for Success, specifically School Structures and Culture, and Instructional Approach.

COMPENSATION:

Vendor shall be paid as follows:
Estimated annual costs for the one (1) year term are set forth below:
FY21 \$222,500

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 agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Officer of Teaching and Learning to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), this contract is exempt as this agreement is a grant-funded program.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 324
Department of Magnet, Gifted and IB
Unit 10845
FY21 \$222,500
Not to exceed \$222,500 for the one (1) year term.
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-PR5

AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE ONLINE DATABASE RESOURCE SUBSCRIPTION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with Various Vendors to provide online database resource subscription services to the Department of Curriculum, Instruction and Digital Learning at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-3. Written Agreements for each Vendor's services are currently being negotiated. No services shall be provided by a Vendor and no payment shall be made with respect to a Vendor prior to the execution of its respective written Agreement. The authority granted herein shall automatically rescind with respect to a vendor in the event its written Agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the Agreements is stated below.

Specification Number : 20-0709-Cpor-7570 10810

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

VENDOR:

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

Allison Farrar
800 354-9706

Ownership: For Profit: Cengage Learning
Holdco, Inc - 100%

- 2) Vendor # 12542
ENCYCLOPAEDIA BRITANNICA INC.
325 LASALLE STREET STE 200
CHICAGO, IL 60654

Lillian G. Terry
312 347-7205

Ownership: For Profit: Encyclopedia
Britannica Holding SA - 100%

USER INFORMATION :

Project 10814 - Pre-K - 12 Curriculum
Manager: 42 W. Madison
Chicago, IL 60602
Thorstenson, Ms. Kara Leann

PM Contact: 10810 - Teaching and Learning Office
42 West Madison Street
Chicago, IL 60602
Chavarria, Ms. Sherly
773-553-1216

TERM:

The term of each Agreement shall commence on September 1, 2020 and shall end August 31, 2021. Each Agreement shall have two (2) options to renew for periods of one (1) 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 and ensure all students and teachers have 24 hours a day and 7 days a week access to the subscription sites. Vendors will continue to assign representatives who will field both phone calls and email requests from CPS for technical assistance.

Encyclopedia Britannica will provide the following service:

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

Cengage Learning will continue to provide the following service:

1. Unlimited on-site and remote access to Gale in Context: World History, Gale in Context: U.S. History, Gale in Context: High School, Gale in Context: Middle School and Gale in Context: Elementary.

DELIVERABLES:

Vendors will provide 24 hour and 7 days a week access to their respective database content as described above and will provide monthly usage reports detailing the site usage district-wide.

OUTCOMES:

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

COMPENSATION:

Vendor shall be paid as set forth in their respective Agreement. Total compensation payable to all vendors during the one (1) year term shall not exceed the aggregate sum stated below:
FY21 \$174,054

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 agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Officer of Teaching and Learning to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is exempt as this agreement is for Proprietary Software.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115 and Fund 324

Teaching and Learning, Unit 10810

FY21 \$174,054

Not to exceed \$174,054 for the one (1) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-PR6

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

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

This report details the award of Capital Improvement Program construction contracts in the total amount of \$39,308,651.15 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 7-2 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of \$245,921.34 as listed in the attached July Change Order Logs (e-Builder \$202,346.22 and PCM \$43,575.12). These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-13 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

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

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

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

Budget classification: Fund – 412, 425, 427, 431, 435, 436, 437, 439, 485, 486, 487 & 488 will be used for all Change Orders (July Change Order Log); Funding source for new contracts is so indicated on Appendix A

Funding Source: Capital Funding

GENERAL CONDITIONS:

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

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

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

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

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

Appendix A
July
2020

GROUPED/PACKAGED	SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE (PA)	FISCAL YEAR	AA AFFIRM.	H ACTION	A	WBE	PROJECT SCOPE AND NOTES	REASONS FOR PROJECT
	Haugan	Buckeye	3706807	VT	\$1,200,700.00	5/13/2020	8/30/2020	2020	0	32	0	7	Interior repairs, including abatement and painting of school	1
FAS-20-3B	Gregory, Joplin, Plamondon, Spry, Whitney	Broadway Electric	3711003, 3721252, 3721258, 3721263, 3721244	VT	\$1,089,000.00	5/19/2020	10/30/2020	2020	30	0	0	7	Repair/replacement of fire alarm systems.	1
FAS-20-3A	Cook, Corkery, Cardenas, Holden	Broadway Electric	3709206, 3709220, 3709226, 3709240	VT	\$1,079,000.00	5/18/2020	8/23/2020	2020	30	0	0	7	Repair/replacement of fire alarm systems.	1
FAS-20-4	Sabin, Piccolo, Douglas	Courtesy Electric Inc	3709186, 3709190, 3709197	VT	\$1,073,000.00	5/18/2020	8/30/2020	2020	0	0	10	14	Repair/replacement of fire alarm systems.	1
	Green	PMJ Enterprise, Inc	3706802	VT	\$521,000.00	5/13/2020	8/30/2020	2020	0	30	0	7	Interior renovations for fire code compliance	2
	Melody	All Bry	3712719	GC	\$9,184,000.00	5/6/2020	8/29/2021	2020	15	2	18	11	Roof replacement, targeted masonry, MEP repair and ADA upgrades	4
	Coles	FH Paschen	3702192	GC	\$632,000.00	5/4/2020	8/30/2020	2020	22	8	0	8	Gymnasium roof replacement and gymnasium repairs	4
SCI-20-5	Chicago Tech, Graham, Young ES, Phoenix Military, Collins, Faraday	CCC Holdings	3705817, 3705822, 3705825, 3705829, 3705830, 3705833	GC	\$4,167,575.00	5/20/2020	8/31/2020	2020	6	13	7	6	Upgrades to support science curriculum	7
ICR-20-10	Chase, Goethe	CCC Holdings	3722411, 3722464	GC	\$2,864,602.00	5/31/2020	8/31/2020	2020	4	16	0	1	Interior renovation and improvements to support STEM program.	7
ICR-20-9	Wells, Ogden, Clemente	FH Paschen	3722408, 3715188, 3722410	GC	\$2,622,000.00	5/28/2020	8/28/2020	2020	17	14	0	8	Upgrades to support science curriculum	7
	Lindblom	FH Paschen	3722374	GC	\$2,024,000.00	5/28/2020	8/30/2020	2020	15	17	0	11	Upgrades to support science curriculum	7
	Edgewater (Pelrice)	GMA	3705372	GC	\$1,941,906.00	5/6/2020	8/28/2020	2020	13	25	0	8	Improvements to support Pre-K expansion.	7
SCI-20-4B	Foreman, Marine Leadership	FH Paschen	3710978, 3710982	GC	\$1,344,000.00	5/29/2020	8/24/2020	2020	20	17	0	13	Upgrades to support science curriculum	7
	Portage Park	AGAE	3722370	GC	\$1,210,310.00	5/29/2020	8/14/2020	2020	0	30	0	7	Improvements to support use of spaces as fine & performing arts Magnet Cluster.	7
SCI-20-2	Farragut, Spry	Friedler	3712716, 3705843	GC	\$1,136,800.00	5/28/2020	8/21/2020	2020	29	16	0	11	Upgrades to support science curriculum	7
SCI-20-4A	Alcott, Disney II	FH Paschen	3712709, 3712714	GC	\$951,000.00	5/29/2020	8/24/2020	2020	0	30	0	8	Upgrades to support science curriculum	7
ICR-20-7	Hawthorne, McPherson, Moos	FH Paschen	3710985, 3710987, 3710994	GC	\$783,000.00	5/20/2020	9/3/2020	2020	9	29	0	10	Improvements to support IB-PYP program.	7
PKC-20-5	Wildwood, Chicago Academy	PMJ Enterprise, Inc	3715229, 3715232	VT	\$732,097.00	5/21/2020	8/21/2020	2020	0	30	0	7	Improvements to support use of spaces for Pre-K.	7
ICR-20-3	Columbia Explorers, Clark	Murphy & Jones	3717298, 3717292	VT	\$537,095.15	5/22/2020	8/21/2020	2020	0	35	0	31	Improvements to support IB-MYP, Pre-K and STEM program.	7
ICR-20-6	Cuffee, Shoop	Blinderman	3722404, 3722407	VT	\$518,000.00	5/29/2020	8/31/2020	2020	0	7	0	30	Improvements to support use of spaces for STEM.	7
	Senn	KR Miller	3704417	GC	\$461,000.00	5/11/2020	9/3/2020	2020	0	24	0	17	Improvements to support IB-CP program.	7
	Snoyer	KR Miller	3721415	VT	\$267,000.00	5/26/2020		2020	0	33	0	8	Improvements to support use of spaces for Pre-K.	7
	Chavez	Murphy & Jones	3705383	GC	\$84,886.00	5/20/2020	8/14/2020	2020	0	34	0	1	Targeted interior renovation and select window replacement	8
STC-20-2	Washington ES, Sherwood	Friedler	3703749, 3703752	GC	\$1,806,880.00	5/4/2020	9/4/2020	2020	0	20	0	15	Space-to-grow program.	9
	Boone	Friedler	3703655	GC	\$1,077,800.00	5/5/2020	9/4/2020	2020	0	30	0	8	Space-to-grow program.	9
					Total:	\$39,308,651.15								
	Reasons:													
	1. Safety													
	2. Code Compliance													
	3. Fire Code Violations													
	4. Deteriorated Exterior Conditions													
	5. Priority Mechanical Needs													
	6. ADA Compliance													
	7. Support for Educational Portfolio Strategy													
	8. Support for other District Initiatives													
	9. External Funding Provided													

CPS

JULY 2020

Chicago Public Schools

These change order approval cycles range from

Page 1

Capital Improvement Program

05/01/2020 to 05/31/2020

Report run on: 6/15/2020

Change Order Log

School	Project	Vendor	Oracle PO Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract
Arthur R Ashe Elementary School								
2018 Ashe NCP (2018-26191-NCP)								
FRIEDLER CONSTRUCTION COMPANY								
			3596804	\$1,393,845.00	7			
						-\$86,863.00	\$1,306,982.00	-6.23%
<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>	<u>Reason Code</u>	<u>Change Amount</u>			
01/14/2020	05/04/2020	3596804	Contractor to provide labor and materials to relocate benches donated to the school to the play field.	School Request	\$2,919.00			
					Project Total This Period:	\$2,919.00		

Benito Juarez Community Academy High School

2019 Juarez ICR (2019-46421-ICR)

CCC Holdings DBA Chicago Commercial Construction

			3624705	\$2,194,154.00	32			
						\$481,754.98	\$2,675,908.98	21.96%
<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>	<u>Reason Code</u>	<u>Change Amount</u>			
04/20/2020	05/04/2020	3667866	Contractor to provide labor and materials to modify various components of the plumbing system to meet city code requirements in rooms 356, 354, 319, 318, and 317.	Discovered Conditions	\$48,809.81			
04/14/2020	05/15/2020	3680941	Contractor to provide labor and materials to install smooth surfacing and apply epoxy coating in the main office lobby.	Owner Directed	\$14,121.40			
					Project Total This Period:	\$62,931.21		

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

CPS

JULY 2020

Chicago Public Schools

These change order approval cycles range from

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Capital Improvement Program

05/01/2020 to 05/31/2020

Report run on: 6/15/2020

Change Order Log

School	Project	Vendor	Oracle PO Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract
Charles P Steinmetz College Preparatory HS								
2019 Steinmetz ICR (2019-46291-ICR)								
PATH CONSTRUCTION COMPANY, INC.								
			3627473	\$2,377,000.00	26	\$79,615.38	\$2,456,615.38	3.35%
<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>				<u>Reason Code</u>	<u>Change Amount</u>
11/15/2019	05/04/2020	3627473	Contractor to provide labor and materials to grind down the concrete slab at the north end of room 322.				Discovered Conditions	\$2,729.38
02/05/2020	05/04/2020		Contractor to provide labor and materials to revise the LULA area layout to prevent conflict with the existing ductwork and piping between the second and third floors.				Discovered Conditions	\$9,492.80
11/26/2019	05/04/2020		Contractor to provide labor and materials to remove existing cabinets and install new wall details along the fourth floor.				Discovered Conditions	\$5,953.60
10/30/2019	05/04/2020		Contractor to provide labor and materials to furnish and install VCT flooring along the fourth floor.				Discovered Conditions	\$9,724.46
							Project Total This Period:	\$27,900.24

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

CPS**JULY 2020****Chicago Public Schools**

These change order approval cycles range from

Page 3

Capital Improvement Program

05/01/2020 to 05/31/2020

Report run on: 6/15/2020

Change Order Log

School	Project	Vendor	Oracle PO Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract
Edward Coles Elementary Language Academy								
2018 COLES MEP (2018-22771-MEP)								
FRIEDLER CONSTRUCTION COMPANY								
			3564131	\$3,722,873.00	24	\$276,629.81	\$3,999,502.81	7.43%
<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>				<u>Reason Code</u>	<u>Change Amount</u>
01/30/2020	05/15/2020	3564131	Contractor to provide a credit for removing a full height glazed CMU between toilets within 2 girl's restrooms on the first and second floors.				Owner Directed	-\$8,538.00
02/19/2020	05/15/2020		Contractor to provide labor and materials to reroute the storm sewer along the exterior of the school to prevent further conflict with an underground storage area.				Discovered Conditions	\$17,666.53
							Project Total This Period:	\$9,128.53

Frederic Chopin Elementary School
2018 CHOPIN ROF (2018-22721-ROF)**F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES., LLC**

3563108

\$4,967,000.00

7

\$25,746.20

\$4,992,746.20

0.52%

<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>	<u>Reason Code</u>	<u>Change Amount</u>
12/12/2019	05/15/2020	3563108	Contractor to provide labor and materials to remove and replace the existing roof hatches. Contractor to also install new infill under the roof decking prior to completion.	Omission - AOR	\$2,955.28
Project Total This Period:					\$2,955.28

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

CPS**JULY 2020****Chicago Public Schools**

These change order approval cycles range from

Page 4

Capital Improvement Program

05/01/2020 to 05/31/2020

Report run on: 6/15/2020

Change Order Log

School	Project	Vendor	Oracle PO Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract
Frederic Chopin Elementary School								
2019 CHOPIN FAS (2019-22721-FAS)								
BROADWAY ELECTRIC INC								
			3659714	\$221,359.00	1	\$8,898.00	\$230,257.00	4.02%
<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>				<u>Reason Code</u>	<u>Change Amount</u>
02/13/2020	05/04/2020	3659714	Contractor to provide labor and materials to relocate the city tie fire alarm box, adjust the heat detectors in the school attic, and install a wall mounted heat detector in the library and room 313.				Discovered Conditions	\$8,898.00
							Project Total This Period:	\$8,898.00

Harold Washington Elementary School						
2019 WASHINGTON H ES MCR (2019-24921-MCR)						
PATH CONSTRUCTION COMPANY, INC.						
	3589834	\$3,325,560.00	18	\$123,129.61	\$3,448,689.61	3.70%
<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>		<u>Reason Code</u>	<u>Change Amount</u>
07/22/2019	05/15/2020	3589834	Contractor to provide labor and materials to install subflooring in rooms 211 and 308 for VCT tile installation.		Discovered Conditions	\$11,953.81
					Project Total This Period:	\$11,953.81

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

CPS

JULY 2020

Chicago Public Schools

These change order approval cycles range from

Page 5

Capital Improvement Program

05/01/2020 to 05/31/2020

Report run on: 6/15/2020

Change Order Log

School	Project	Vendor	Oracle PO Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract
Hyde Park Academy High School								
2019 Hyde Park ICR (2019-46171-ICR)								
TYLER LANE CONSTRUCTION, INC.								
			3583268	\$13,011,752.00	31	\$504,746.00	\$13,516,498.00	3.88%
<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>	<u>Reason Code</u>	<u>Change Amount</u>			
01/24/2020	05/04/2020	3583268	Contractor to provide labor and materials to adjust the toilet room layouts along the first, second and third floors to accommodate existing conditions and ADA accessibility.	Discovered Conditions	\$2,268.00			
01/14/2020	05/04/2020		Contractor to provide labor and materials to install a new hot-water supply plumbing fixture to service the girl's locker room.	Discovered Conditions	\$2,819.00			
03/26/2020	05/04/2020		Contractor to provide labor and materials to repair and replace the waste and vent pipes serving the first floor girls and boys toilet rooms.	Discovered Conditions	\$8,141.00			
					Project Total This Period:	\$13,228.00		

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

CPS

JULY 2020

Chicago Public Schools

These change order approval cycles range from

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Capital Improvement Program

05/01/2020 to 05/31/2020

Report run on: 6/15/2020

Change Order Log

School	Project	Vendor	Oracle PO Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract
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Joyce Kilmer Elementary School

2019 Kilmer ROF (2019-24021-ROF)

BLINDERMAN CONSTRUCTION CO., INC

3619587

\$6,471,377.00

14

\$330,399.39

\$6,801,776.39

5.11%

<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>	<u>Reason Code</u>	<u>Change Amount</u>
05/01/2020	05/26/2020	3619587	Contractor to provide a credit for the removal of the roof skylights from the base scope of work.	Owner Directed	-\$4,364.60
05/06/2020	05/26/2020		Contractor to provide a credit for the installation of limestone units along the exterior of the building from the base scope of work.	Discovered Conditions	-\$72,477.50
03/18/2020	05/26/2020		Contractor to provide a credit for using a modified bitumen roofing system instead of copper at select locations along the main roof.	Owner Directed	-\$1,029.65
Project Total This Period:					-\$77,871.75

Laura S Ward Elementary School

2019 Ward L MEP (2019-24991-MEP)

TYLER LANE CONSTRUCTION, INC.

3626446

\$9,314,870.00

2

\$64,807.00

\$9,379,677.00

0.70%

<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>	<u>Reason Code</u>	<u>Change Amount</u>
10/31/2019	05/29/2020	3626446	Contractor to provide labor and materials to perform partial demolition and reroute of the mechanical flues within the chimney. This was done to stabilize the chimney and keep the existing boiler units in service.	Owner Directed	\$64,807.00
Project Total This Period:					\$64,807.00

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

CPS**JULY 2020****Chicago Public Schools**

These change order approval cycles range from

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Capital Improvement Program

05/01/2020 to 05/31/2020

Report run on: 6/15/2020

Change Order Log

School	Project	Vendor	Oracle PO Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract
Nicholas Senn High School								
2019 Senn ICR (2019-47061-ICR)								
THE GEORGE SOLLITT CONSTRUCTION COMPANY								
			3609643	\$7,153,534.99	61	\$507,939.52	\$7,661,474.51	7.10%
<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>	<u>Reason Code</u>	<u>Change Amount</u>			
03/12/2020	05/04/2020	3609643	Contractor to provide labor and materials to install drywall partitions at the north and west walls leading to the outside corner of the boy's locker room.	Omission - AOR	\$1,790.23			
03/03/2020	05/04/2020		Contractor to provide labor and materials to repair the existing BAS panel serving the pool controllers and perform associated testing to confirm full system functionality.	Discovered Conditions	\$18,399.17			
03/04/2020	05/04/2020		Contractor to provide labor and materials to secure areas where adhesive attachment is failing and install trim to match existing within the locker room storage areas.	Discovered Conditions	\$1,595.11			
03/26/2020	05/04/2020		Contractor to provide labor and materials to adjust the size of the opening for new door framing within the boy's locker room.	Discovered Conditions	\$619.42			
03/09/2020	05/04/2020		Contractor to provide labor and materials to furnish and install a new acoustical door, door frame, and associated hardware in room 325.	Discovered Conditions	\$10,933.48			
02/06/2020	05/26/2020		Contractor to provide labor and materials to perform demolition as needed to remove the soffit to accommodate duct removal from the pool locker rooms.	Omission - AOR	\$4,296.18			
03/03/2020	05/26/2020		Contractor to provide labor and materials to perform partial demolition of the ADA ramp, reframe the walls, and relocate the drinking fountains to accommodate full ADA accessibility within the pool locker rooms.	Discovered Conditions	\$10,895.24			
02/24/2020	05/26/2020		Contractor to provide labor and materials to apply a floor coating to the pool locker room ramps.	Omission - AOR	\$14,331.20			
					Project Total This Period:	\$62,860.03		

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

CPS**JULY 2020****Chicago Public Schools**

These change order approval cycles range from

Page 8

Capital Improvement Program

05/01/2020 to 05/31/2020

Report run on: 6/15/2020

Change Order Log

School	Project	Vendor	Oracle PO Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract
Robert Healy Elementary School								
2018 HEALY ROF (2018-23651-ROF)								
FRIEDLER CONSTRUCTION COMPANY								
			3563114	\$4,805,647.00	22	\$153,950.94	\$4,959,597.94	3.20%
Date of Change		Date Approved	Oracle PO No.	Change Order Description			Reason Code	Change Amount
11/04/2019		05/15/2020	3563114	Contractor to provide labor and materials to remove and replace roof mounted light fixtures within the school annex.			Discovered Conditions	\$7,942.58
							Project Total This Period:	\$7,942.58

Whitney M Young Magnet High School						
2018 Young W MEP (2018-47101-MEP)						
MADISON CONSTRUCTION COMPANY						
	3599270	\$4,579,625.65	13	\$509,772.97	\$5,089,398.62	11.13%
<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>		<u>Reason Code</u>	<u>Change Amount</u>
		3599270				
02/21/2020	05/26/2020		Contractor to provide labor and materials to perform additional painting and make repairs to various metal points along the exterior of the main building.		Owner Directed	\$6,228.00
04/08/2020	05/26/2020		Contractor to provide labor and materials to provide new connections to the main electrical panel to accommodate full roof top unit functionality not associated with base scope of work.		School Request	\$37,466.29
					Project Total This Period:	\$43,694.29

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

CPS

JULY 2020

Chicago Public Schools

These change order approval cycles range from

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Capital Improvement Program

05/01/2020 to 05/31/2020

Report run on: 6/15/2020

Change Order Log								
School	Project	Vendor	Oracle PO Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract
William C Reavis Math & Science Specialty ES								
2019 REAVIS MEP (2019-25091-MEP)								
FRIEDLER CONSTRUCTION COMPANY								
			3599260	\$3,542,800.00	13	\$229,782.09	\$3,772,582.09	6.49%
<u>Date of Change</u>	<u>Date Approved</u>	<u>Oracle PO No.</u>	<u>Change Order Description</u>				<u>Reason Code</u>	<u>Change Amount</u>
12/05/2019	05/15/2020	3599260	Contractor to provide a credit for the installation of fence screens to cover the newly installed RTU's from the base scope of work.				Allowance Credit	-\$39,000.00
Project Total This Period:								-\$39,000.00
Total Change Orders for This Period: \$202,346.22								

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

July 22, 2020

CPSChicago Public Schools
Capital Improvement Program**JULY 2020**These change order approval cycles range from
05/01/2020 to 05/31/2020

6/15/20

Page 1 of 3

CHANGE ORDER LOG									
School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
George F Cassell School									
2018 Cassell MCR 2018-22651-MCR									
Old Veteran Construction, Inc			\$4,666,665.88	34	\$388,526.85	\$5,055,392.73	8.33%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
05/15/20	05/28/20	Contractor to provide labor and materials to remove existing non-code compliant piping and wiring for the soffit lights along the east exterior elevation.				Discovered Conditions		3485389 / 3512369	\$593.31
04/20/20	05/19/20	Contractor to provide labor and materials to install new window shades within computer lab 112.				School Request			\$3,021.00
Project Total: \$3,614.31									
Isabelle C O'Keeffe Elementary School									
2019 O'Keeffe PKC 2019-24751-PKC									
F.H. Paschen, S.N. Nielsen & Assoc			\$103,573.00	2	\$2,610.99	\$106,183.99	2.52%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
04/06/20	05/05/20	Contractor to provide labor and materials to clean, prime, and paint the existing ceiling mounted exhaust grills within the Pre-k classroom.				Owner Directed		3623391	\$487.60
Project Total: \$487.60									
Frank W Reilly Elementary School									
2019 Reilly PKC 2019-25101-PKC									
AGAE Contractors			\$175,473.41	1	-\$3,892.51	\$171,580.90	-2.22%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
05/13/20	05/28/20	Contractor to provide a credit for the installation of a new exhaust fan, ceiling mounted fan, and relocating existing light switches from the base scope of work.				Allowance Credit		3626115	-\$3,892.51
Project Total: -\$3,892.51									

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

July 22, 2020

CPSChicago Public Schools
Capital Improvement Program**JULY 2020**These change order approval cycles range from
05/01/2020 to 05/31/20206/15/20
Page 2 of 3**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Eli Whitney School									
2018 Whitney ROF 2018-25841-ROF									
F.H. Paschen, S.N. Nielsen & Assoc			\$5,200,000.00	22	\$385,705.21	\$5,585,705.21	7.42%		
Change Date	App Date	Change Order Descriptions				Reason Code			
05/13/20	05/19/20	Contractor to provide labor and materials to remove and replace acoustical ceiling tile and insulation in room 302.				School Request		3482028 / 3512368	\$6,225.64
								Project Total: \$6,225.64	
John F Kennedy High School									
2019 Kennedy SCI 2019-46201-SCI									
CCC Holdings DBA Chgo Comm Construct			\$1,143,104.00	12	\$55,317.87	\$1,198,421.87	4.84%		
Change Date	App Date	Change Order Descriptions				Reason Code			
04/07/20	05/28/20	Contractor to provide labor and materials to remove and replace the classroom door for the science prep room to meet ADA code compliance.				Omission – AOR		3596587	\$6,820.16
								Project Total: \$6,820.16	
John M Harlan Community Academy High School									
2019 Harlan SCI 2019-51021-SCI									
CCC Holdings DBA Chgo Comm Construct			\$636,655.50	8	\$17,798.04	\$654,453.54	2.80%		
Change Date	App Date	Change Order Descriptions				Reason Code			
04/14/20	05/19/20	Contractor to provide labor and materials to furnish and install a new radiator within the science prep room of room 104.				Discovered Conditions		3596689	\$2,587.57
04/17/20	05/05/20	Contractor to provide labor and materials to furnish and install a new acoustical ceiling grille within room 104.				Discovered Conditions			\$755.61
								Project Total: \$3,343.18	

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

CPSChicago Public Schools
Capital Improvement Program**JULY 2020**These change order approval cycles range from
05/01/2020 to 05/31/20206/15/20
Page 3 of 3

CHANGE ORDER LOG									
School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Bronzeville Scholastic Academy High School									
2019 Bronzeville HS SCI 2019-55191-SCI									
Blindeman Construction Co			\$910,900.00	4	\$22,275.74	\$933,175.74	2.45%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
04/23/20	05/05/20	Contractor to provide labor and materials to furnish retractable electrics reels for the new science classrooms.				Discovered Conditions		3654504	\$9,693.00
04/19/20	05/19/20	Contractor to provide labor and materials to remove light weight concrete and install new plywood substrate below new flooring.				Discovered Conditions			\$7,256.74
04/29/20	05/05/20	Contractor to provide labor and materials to reroute the plumbing branch piping to accommodate the newly installed teachers sinks within the science classrooms.				Discovered Conditions			\$4,776.00
04/28/20	05/05/20	Contractor to provide labor and materials to modify the cabinet drawers to prevent interference with the newly routed plumbing lines.				Discovered Conditions			\$550.00
Project Total: \$22,275.74									
Peace and Education Coalition High School									
2019 Peace and Education SCI 2019-67021-SCI									
Blindeman Construction Co			\$531,000.00	3	\$5,555.00	\$536,555.00	1.05%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
04/23/20	05/05/20	Contractor to provide labor and materials to furnish retractable electric reels for the new science				No Reason Defined		3654615	\$1,742.00
04/19/20	05/05/20	Contractor to provide labor and materials to relocate the eye wash shower within the science classroom.				Discovered Conditions			\$2,959.00
Project Total: \$4,701.00									
Total Change Orders for this Period \$43,575.12									

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

20-0722-PR7

AUTHORIZE A NEW AGREEMENT WITH PITNEY BOWES INC FOR MAIL EQUIPMENT, SUPPLIES AND SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Pitney Bowes Inc to provide mail equipment, supplies and services to all schools and central office departments at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to a Request for Proposal (RFP #137647) issued by the City of Chicago Department of Fleet and Facility Management, a governmental entity. Subsequently, Pitney Bowes Inc. entered into an agreement with the City of Chicago. Board Rule 7-4(b) authorizes the purchase of non-biddable and biddable items based on a contract between another governmental entity and its vendor. A written agreement for Vendor services is currently being negotiated. No services shall be provided by and no payment shall be made to Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreement is stated below.

City of Chicago Department of Fleet and Facility Management Reference Contract # 47811

Contract Administrator : Washington, Ms. Nealean T / 773-553-2273

VENDOR:

- 1) Vendor # 17664
PITNEY BOWES INC 1
3001 SUMMER STREET
STAMFORD, CT 06926

Keelan Alberts
630 415-5155

Ownership: Publicly Traded

USER INFORMATION :

Project
Manager: 12210 - Procurement and Contracts Office

42 West Madison Street

Chicago, IL 60602

Mayfield, Mr. Charles Edward

773-553-2901

TERM:

The term of the agreement shall commence on August 1, 2020 and shall end July 31, 2022. The agreement shall have three (3) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide mail equipment, supplies for the equipment and mail services, including online postage, mail sorters, address printers, etc., as requested by the schools and central office departments.

DELIVERABLES:

Vendor will provide mail equipment, supplies, software, and services as requested by the schools for their mailing needs.

OUTCOMES:

Vendor's services will result in standardization of equipment, better customer services and up to 10% in savings across the district.

COMPENSATION:

Estimated annual costs for the original term are set forth below:

FY21 \$458,333
FY22 \$500,000
FY23 \$41,667

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), this contract is waived of the M/WBE participation goals of 30% MBE and 7% WBE, because the contract is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund - Various Funds

Various Schools

FY21 \$458,333

FY22 \$500,000

FY23 \$41,667

Not to exceed \$1,000,000 for the two (2) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-PR8

AMEND BOARD REPORT 19-0327-PR10

AUTHORIZE THE FIRST AND SECOND RENEWAL AGREEMENTS WITH SCR MEDICAL TRANSPORTATION, RELIANT TRANSPORTATION, AND AUTHORIZE NEW AGREEMENT WITH COOK-DUPAGE TRANSPORTATION COMPANY, INC. FOR PARA-TRANSIT AND ALTERNATE MODES OF STUDENT TRANSPORTATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the First and Second Renewal Agreements with SCR Medical Transportation, Inc. and Reliant Transportation, Inc. to provide para-transit and alternate modes of student transportation services to the Department of Student Transportation Services at an estimated annual cost set forth in the Compensation Section of this report. Written documents exercising these options are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This July 2020 amendment is necessary to add the Vendor Cook-Dupage Transportation Company, Inc. to the pool. A written Agreement for this Vendor's services is currently being negotiated. No services shall be provided by and no payment shall be made to this Vendor prior to the execution of their written Agreement. The authority granted herein shall automatically rescind in the event the written Agreement is not executed within 90 days of the date of this amended Board Report.

Specification Number : 16-350029, 20-350019

Contract Administrator : Saintil, Ms. Keisha / 773-553-2280

VENDOR:

- 1) Vendor # 17394
RELIANT TRANSPORTATION, INC.
5910 N. CENTRAL EXPRESSWAY, STE
1145
DALLAS, TX 75206
Robert Hatchett
832 622-1730

Ownership: MV Transportation Inc. (100%)

- 2) Vendor # 25745
SCR MEDICAL TRANSPORTATION,
8801-25 S. GREENWOOD AVENUE
CHICAGO, IL 60619
Stanley C. Rakestraw
773 768-7000

Ownership: Pamela Rakestraw (50%),
Stanley C. Rakestraw (50%)

- 3) Vendor # 30099
COOK-DUPAGE TRANSPORTATION
COMPANY, INC.
4301 S PACKERS AVENUE
CHICAGO, IL 60609
Mark Foster
312 633-2745
Ownership: National Express House
Birmingham Coach Station - 100%

USER INFORMATION :

Contact: 11870 - Student Transportation
42 West Madison Street
Chicago, IL 60602
McGuire, Mr. Kevin P.
773-553-2860

Contact: 11870 - Student Transportation
42 West Madison Street
Chicago, IL 60602
Jones, Mrs. Kimberly D.
773-553-2860

Project Manager: 11870 - Student Transportation
42 West Madison Street
Chicago, IL 60602
Franco, Mr. Leonardo
773-553-2860

ORIGINAL AGREEMENT:

The Original Agreements (authorized by Board Report 16-0727-PR11) in the amount of \$36,000,000 are for a term commencing August 1, 2016 and ending July 31, 2019, with the Board having two (2) options to renew for one (1) year each. The Original Agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of each agreement is being renewed for two (2) years, commencing August 1, 2019 and ending July 31, 2021.

TERM FOR NEW VENDOR: The term of the original agreement for Cook-Dupage Transportation Company, Inc., added pursuant to this amended report, shall be for a period commencing August 1, 2020 and ending July 31, 2021, with no options to renew.

OPTION PERIODS REMAINING:

There are no options remaining.

SCOPE OF SERVICES:

Vendors will continue to provide school transportation services to and from school and other related activities to eligible students during regular and summer school terms. Programs served by para-transit and alternate modes of student transportation services include, but are not limited to, students with disabilities, students in temporary living situations, and shuttles for any other District activity.

DELIVERABLES:

Transportation of CPS students to school and programs in vans and cars (non-school bus) and lift/ramp-equipped vans. Vendors will also provide vehicle aides on runs at the discretion of CPS.

OUTCOMES:

Vendors' services will result in delivering safe, reliable, comfortable, and cost effective transportation and assistance to CPS students.

COMPENSATION:

Vendors shall be paid as stated in their respective agreement. Estimated annual costs for this option period and for the original agreement term for the new vendor added pursuant to this amended Board Report are set forth below:

FY20 \$11,500,000

FY21 \$13,000,000

FY22 \$1,500,000

Not to exceed \$26,000,000 in the aggregate for all vendors for the two (2) year term.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and option documents. Authorize the President and Secretary to execute the agreement and option documents. Authorize Executive Director of Student Transportation Services to execute all ancillary documents required to administer or effectuate the agreement and these option agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), the Business Diversity goals for this pool are 30% MBE and 7% WBE. This vendor pool is comprised of two three vendors with 1 MBE. The User Group has committed to achieve the Business Diversity goals through the utilization of the certified diverse suppliers and certified diverse subcontractors.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 114

Unit: 11870, Student Transportation Services

FY20 \$11,500,000

FY21 \$13,000,000

FY22 \$1,500,000

Not to exceed \$26,000,000 for the two (2) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

Board Member Todd-Breland moved and Board Member Sotelo seconded the motion to adopt Board Reports 20-0722-RS1, 20-0722-RS2, 20-0722-PO1, 20-0722-PO2, 20-0722-EX1, 20-0722-EX2, and 20-0722-PR1 through 20-0722-PR8.

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

Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, , Mr. Truss, Mr. Sotelo, and President del Valle – 7

Nays: None

President del Valle thereupon declared Board Reports 20-0722-RS1, 20-0722-RS2, 20-0722-PO1, 20-0722-PO2, 20-0722-EX1, 20-0722-EX2, and 20-0722-PR1 through 20-0722-PR8 adopted.

20-0722-FN1

**CHIEF FINANCIAL OFFICER REPORT FOR JUNE 2020
ON THE EMERGENCY AUTHORITY EXERCISED UNDER RESOLUTION 20-0325-RS1, AS
AMENDED BY RESOLUTION 20-0624-RS1**

Pursuant to Resolution 20-0325-RS1, as amended by Resolution 20-0624-RS1 (collectively, "Emergency Expenditure Resolution"), the Board of Education of the City of Chicago authorizes and delegates authority to the Chief Executive Officer, General Counsel, Chief Education Officer, Chief Operating Officer, Chief Financial Officer, Chief Health Officer, and Chief Procurement Officer to act quickly and effectively to obtain the necessary products, supplies, services, and staff, expend funds and take all necessary measures and actions to respond to the COVID-19 outbreak.

In accordance with the Emergency Expenditure Resolution, the Board requires that the Chief Executive Officer submit a report of the authority exercised pursuant to that emergency ("emergency authority"). In compliance with the requirements of the Emergency Expenditure Resolution, the Chief Financial Officer ("CFO") submits the attached CFO Emergency Expenditure Report, which summarizes the expenditures that the CEO approved cumulatively through June 30, 2020, which is hereby submitted to the Board.

**CFO EMERGENCY EXPENDITURE REPORT
(Cumulatively through June 30, 2020)**

Category	Item	Quantity	Estimated Expenditures	Portion of Total Cost Attributed to the \$75 Million Emergency Authorization
Technology	Chromebooks	31,044	\$8,394,812	
	Dell Windows laptop	6,876	\$5,496,380	\$729,480
	Mifi units/hotspots	12,050	\$2,562,770	\$2,472,000
	iPads	26,690	\$6,174,663	\$894,700
	Device accessories packing and distribution	133,392	\$465,744	\$90,000
	Printing and translation of materials	1,314,142	\$555,391	\$517,382
	Licenses and software		\$191,022	
	Installation and set up services			
	iPads/laptops	14,536	\$1,149,991	\$34,430
	Cloud subscription and professional services	21	\$267,192	
	Total Technology		\$25,257,965	\$4,737,992

Educational Materials	AP exams	21,880	\$1,845,210	
	IEP DocuSign costs	27,000	\$1,155,000	\$1,155,000
	Closure packet printing	531,089	\$531,089	
	Literacy supplies	354,312	\$529,320	
	Closure, remote learning packet, and television broadcast translation	57,819	\$57,819	\$8,600
	Teacher and students 6-8 ELA, Reading licenses	16,891	\$321,380	\$321,380
	Television Broadcast for instructional content		\$90,010	\$90,000
	Website development for COVID-19 related data for reopening schools		\$219,950	\$219,950
	Chicago Connected Initiative Mailing (free high-speed internet)	60,000	\$98,400	\$98,400
Total Education Materials			\$4,848,178	\$1,893,330

Compensation	Premium pay for workers		\$26,955,692	\$16,377,977
Total Compensation			\$26,955,692	\$16,377,977
Emergency Supplies	Sanitizer, soap and facility supplies, mask	2,305,274	\$12,361,200	\$273,039
Total Emergency Supplies			\$12,361,200	\$273,039
Emergency Cleaning	Environmental cleaning, cleaning and disinfecting		\$537,894	
Total Cleaning			\$537,894	
Nutrition	Reach-in refrigerator	1	\$4,360	
	Flyers	20,000	\$7,469	
	Students meals delivery	1,140,320	\$5,059,120	
Total Nutrition			\$5,070,949	
Other	Student international travel cancellation expense reimbursement		\$363,164	\$363,164
	Emergency planning and video		\$73,900	\$73,900
Total Other			\$437,064	\$437,064
Grand Total			\$75,468,942	\$23,719,402

20-0722-PR9

**CHIEF PROCUREMENT OFFICER REPORT FOR MAY 2020 ON THE DELEGATED AUTHORITY
EXERCISED UNDER BOARD RULE 7-13**

Pursuant to 105 ILCS 5/34-19, the Board of Education of the City of Chicago in Board Rule 7-13, delegated certain purchasing and contracting authority to the Chief Executive Officer, Chief Operating Officer, Chief Education Officer, Chief Financial Officer, Chief Procurement Officer, General Counsel, Communications Officer and Chief Administrative Officer.

In accordance with that statute and under Board Rule 7-13(i), the Board requires that the Chief Procurement Officer submit a report of the authority exercised pursuant to that delegation ("delegated authority"). The report is to be made to the Board by the last day of each month and must detail the prior month's delegated authority.

On June 30, 2020, the CPO submitted to the Board the attached report of delegated authority for the period of May 1, 2020 to May 31, 2020, which is hereby submitted to the Board for its acceptance.

Board Rule 7-13(i) Report - May 2020 Contracts

Unit/Dept Number	Unit/Dept Name	Vendor Number	Vendor Name	Type of Contract	Total Cost/NTE	Start Date	End Date
10810	Teaching and Learning Office	97827	Renaissance Knights Foundation	CPOR	\$132,000.00	9/1/2019	8/31/2020
11510	Language and Cultural Education	94781	Avant Assessment, LLC	CPOR	\$74,500.00	2/24/2020	6/30/2020
11010	Talent Office	15138	Carahsoft Technology/Amendment	Delegation of Authority	\$1,155,000.00	5/1/2020	6/30/2021
12510	Information & Technology Services	64934	R.R. Donnelley/Amendment	Delegation of Authority	\$185,846.00	5/15/2020	6/30/2020
12010	Nutrition Support Services	32571	The Board of Trustees of the University of Illinois DBA University of Illinois/HIV STI Renewal	Delegation of Authority	\$75,000.00	8/1/2019	7/31/2020
11010	Talent Office	63085	Education Pioneers	Delegation of Authority	\$35,000.00	6/1/2020	5/31/2021
29321	Edward Beasley Elementary Magnet Academic Center	N/A	General Mills	Donation Under \$50k	\$15,000.00	8/31/2020	6/30/2020
46511	Robert Lindblom Math & Science Academy HS	N/A	Cheryl Burton	Donation Under \$50k	\$10,000.00	11/18/2019	6/30/2020
22861	Horace Greeley Elementary School	N/A	Greeley School Community Group	Donation Under \$50k	\$6,660.00	5/13/2020	6/30/2020
23801	William G Hibbard Elementary School	N/A	Robert F. Lipman	Donation Under \$50k	\$2,150.00	5/11/2020	6/30/2020
24761	William J Onahan Elementary School	N/A	Friends of Onahan	Donation Under \$50k	\$2,000.00	5/1/2020	6/30/2020
25061	Ravenswood Elementary School	N/A	Friends of Ravenswood	Donation Under \$50k	\$1,750.00	5/11/2020	6/30/2020
23461	Robert L Grimes Elementary School	N/A	The Christopher L. & M. Susan Gust Foundation	Donation Under \$50k	\$1,574.40	9/3/2019	6/30/2020
22421	Augustus H Burley Elementary School	N/A	UBS Community Affairs and Corporate Responsibility	Donation Under \$50k	\$1,000.00	5/15/2020	6/30/2020
29071	Gerald Delgado Kanoon Elementary Magnet School	17466	Latinos Progresando	Donation Under \$50k	\$1,000.00	4/24/2020	6/30/2020
46621	Austin College and Career Academy High School	94612	Embarc Inc	Donation Under \$50k	\$900.00	2/25/2020	6/30/2020
22261	James G Blaine Elementary School	N/A	Friends of Blaine	Donation Under \$50k	\$840.90	3/9/2020	6/30/2020
25451	John Spry Elementary Community School	45510	Enlace Chicago	Donation Under \$50k	\$600.00	1/1/2020	6/30/2020
22881	Charles R Darwin Elementary School	N/A	Salgado's Family	Donation Under \$50k	\$550.00	3/25/2020	6/30/2020
23921	Friedrich L. Jahn Elementary of the Fine Arts	N/A	Roscoe Village Neighbors	Donation Under \$50k	\$500.00	4/29/2020	6/30/2020
49031	Southside Occupational Academy High School	N/A	Women's Athletic Association	Donation Under \$50k	\$250.00	5/18/2020	6/30/2020
23071	Edgebrook Elementary School	N/A	Peter Jankowski	Donation Under \$50k	\$120.00	3/31/2020	6/30/2020
46311	William Howard Taft High School	N/A	Adrienne Bohnenkamp	Donation Under \$50k	\$100.00	2/6/2020	6/30/2020
32011	Albany Park Multicultural Academy	24595	Illinois State University	Donation Under \$50k	\$65.00	5/20/2020	6/30/2020
24471	James B McPherson Elementary School	N/A	General Mills	Donation Under \$50k	\$55.70	7/1/2019	6/30/2020
46551	Back of the Yards IB HS	N/A	Diane Bloem	Donation Under \$50k	\$50.00	5/26/2020	6/30/2020
23041	John F Eberhart Elementary School	N/A	James Dykehouse	Donation Under \$50k	\$50.00	4/18/2020	6/30/2020
23071	Edgebrook Elementary School	N/A	Charities Aid Foundation of America	Donation Under \$50k	\$27.90	4/29/2020	6/30/2020
10825	Department of Personalized Learning	98158	WLS Television Inc	Educational Agreement	\$60,000.00	4/30/2020	6/16/2020
10825	Department of Personalized Learning	N/A	UniMas Chicago LLC	Educational Agreement	\$30,000.00	5/11/2020	6/16/2020
10825	Department of Personalized Learning	N/A	WCIU-TV Limited Partnership	Educational Agreement	\$10.00	5/12/2020	6/16/2020
N/A	Various Schools	23060	Public Building Commission	Film Agreements	\$0.00	5/27/2020	6/2/2020

Board Rule 7-13(i) Report - May 2020 Contracts

Unit/Dept Number	Unit/Dept Name	Vendor Number	Vendor Name	Type of Contract	Total Cost/NTE	Start Date	End Date
22581	Dr Jorge Prieto Math and Science	N/A	Shure Inc.	Gifts Under \$50k	\$5,135.00	4/20/2020	6/30/2020
24231	Josephine C Locke Elementary School	N/A	Shure Inc.	Gifts Under \$50k	\$3,950.00	4/17/2020	6/30/2020
26631	Oscar DePriest Elementary School	N/A	Shure Inc.	Gifts Under \$50k	\$3,555.00	4/22/2020	6/30/2020
26391	George Leland Elementary School	N/A	Shure Inc.	Gifts Under \$50k	\$3,160.00	5/1/2020	6/30/2020
25921	Ella Flagg Young Elementary School	N/A	Shure Inc.	Gifts Under \$50k	\$3,160.00	4/22/2020	6/30/2020
25441	Spencer Technology Academy	N/A	Shure Inc.	Gifts Under \$50k	\$1,975.00	4/20/2020	6/30/2020
22491	Milton Brunson Math & Science Specialty ES	N/A	Shure Inc.	Gifts Under \$50k	\$1,975.00	4/1/2020	6/30/2020
31111	John Hay Elementary Community Academy	N/A	Shure Inc.	Gifts Under \$50k	\$1,975.00	4/22/2020	6/30/2020
25291	Franz Peter Schubert Elementary School	N/A	Shure Inc.	Gifts Under \$50k	\$1,975.00	4/23/2020	6/30/2020
24641	Henry H Nash Elementary School	N/A	Shure Inc.	Gifts Under \$50k	\$1,580.00	4/20/2020	6/30/2020
26321	Benjamin E Mays Elementary Academy	37399	Children First Fund The Chicago Public School Foundation	Gifts Under \$50k	\$1,000.00	5/28/2020	6/30/2020
26031	Robert Nathaniel Dett Elementary School	37399	Children First Fund The Chicago Public School Foundation	Gifts Under \$50k	\$1,000.00	6/1/2020	6/30/2020
22841	Anna R. Langford Community Academy	37399	Children First Fund The Chicago Public School Foundation	Gifts Under \$50k	\$1,000.00	5/26/2020	6/30/2020
22491	Milton Brunson Math & Science Specialty ES	37399	Children First Fund The Chicago Public School Foundation	Gifts Under \$50k	\$1,000.00	5/27/2020	6/30/2020
24641	Henry H Nash Elementary School	37399	Children First Fund The Chicago Public School Foundation	Gifts Under \$50k	\$1,000.00	5/27/2020	6/30/2020
22681	Eliza Chappell Elementary School	N/A	Donorschoose.org	Gifts Under \$50k	\$627.44	5/13/2020	6/30/2020
23801	William G Hibbard Elementary School	N/A	Donorschoose.org	Gifts Under \$50k	\$337.82	5/7/2020	6/30/2020
22681	Eliza Chappell Elementary School	N/A	Donorschoose.org	Gifts Under \$50k	\$304.91	5/13/2020	6/30/2020
22681	Eliza Chappell Elementary School	N/A	Donorschoose.org	Gifts Under \$50k	\$221.41	5/13/2020	6/30/2020
30071	Blair Early Childhood Center	N/A	Donorschoose.org	Gifts Under \$50k	\$192.00	5/11/2020	6/30/2020
22681	Eliza Chappell Elementary School	N/A	Donorschoose.org	Gifts Under \$50k	\$150.00	5/13/2020	6/30/2020
29211	Annie Keller Regional Gifted Center	N/A	Ruth O. Secord Charitable Trust	Grants Under \$50k	\$7,500.00	2/26/2020	6/30/2020
23531	Charles G Hammond Elementary School	17466	Latinos Progresando	Grants Under \$50k	\$3,000.00	4/3/2020	6/30/2020
26841	North River Elementary School	28845	Ingenuity Inc Chicago	Grants Under \$50k	\$2,500.00	8/26/2019	6/30/2020
26521	Amos Alonzo Stagg Elementary School	39861	Academy for Urban School Leadership	Grants Under \$50k	\$2,000.00	5/5/2020	6/30/2020
14050	Office of Student Health & Wellness	13126- Inactive	Johns Hopkins University	No Fee	\$0.00	5/6/2020	6/30/2021
10625	Department of Personalized Learning	32236	Library Video Company dba Safari Montage	No Fee	\$0.00	5/3/2020	8/31/2020

20-0722-EX3

REPORT ON PRINCIPAL CONTRACTS (NEW)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of the contracts with the principals listed below who were selected by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #14-0625-EX12.

DESCRIPTION: Recognize the selection by the local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

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

NAME	FROM	TO	CONTRACT TERM
Nicholas Guerrero	AP GREELEY	Contract Principal RAVENSWOOD Network 2 P.N.298308	Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021
Sandra Shimon	AP PROSSER HS	Contract Principal PROSSER HS Network 15 P.N.116123	Commencing: 06-03-2020 Ending: 06-02-2024 Budget Year: SY2020

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contracts with the individuals named above.

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

PERSONNEL IMPLICATIONS: The position(s) to be affected by approval of this action are contained in the school budget(s) referenced above.

20-0722-EX4

REPORT ON PRINCIPAL CONTRACTS (RENEWALS)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of the contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #14-0625-EX12.

DESCRIPTION: Recognize the renewal by Local School Councils of the individuals listed below in the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Department of Principal Quality has verified that the following individuals have met the requirements for Eligibility. The **RENEWAL** contracts commence and terminate on the date specified in the contracts.

NAME	FROM	TO	CONTRACT TERM
Folasade Adekunle	Principal SAYRE	Contract Principal SAYRE Network 3 P.N.118378	Commencing: 07-25-2020 Ending: 07-24-2024 Budget Year: SY2021
Jo Easterling-Hood	Principal MCDOWELL	Contract Principal MCDOWELL ISP P.N.122596	Commencing: 02-06-2021 Ending: 02-05-2025 Budget Year: SY2021

Elvia Garcia-Graham	Principal SPRY ES	Contract Principal SPRY ES Network 7 P.N.113680	Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021
Sylvia Hodge	Principal TILTON	Contract Principal TILTON Network 5 P.N.122555	Commencing: 07-20-2020 Ending: 07-19-2024 Budget Year: SY2021
Rodolfo Rojas	Principal EVERETT	Contract Principal EVERETT Network 8 P.N.123365	Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contracts with the individuals named above.

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

PERSONNEL IMPLICATIONS: The position(s) to be affected by approval of this action are contained in the school budget(s) referenced above.

20-0722-AR1

FINAL

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. **Extend the rescission dates contained in the following Board Reports to September 23, 2020 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. 17-1206-EX24: Authorize Renewal with Camelot Alt Ed-Illinois, LLC with Conditions for Alternative Safe School Program Services.
Services: Alternative Safe School Program Services
User Group: Office of Real Estate
Status: In negotiations
 2. 17-1206-OP8: Approve Renewal Lease Agreement with Urban Prep Academies Inc. for a Portion of the Englewood School Building, 6201 South Stewart Avenue.
Services: Lease Agreement
User Group: Office of Real Estate
Status: In negotiations
 3. 17-1206-OP20: Approve Renewal Lease Agreement with Camelot Alt Ed-Illinois, LLC for Guggenheim School, 7141 South Morgan Street.
Services: Lease Agreement
User Group: Office of Real Estate
Status: In negotiations
 4. 19-0123-EX4: Authorize Renewal of the Chicago Mathematics and Science Academy Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
 5. 19-0123-EX6: Authorize Renewal of The Great Lakes Academy Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
 6. 19-0123-EX7: Authorize Renewal of the Horizon Science Academy Southwest Chicago Charter School with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

7. 19-0123-EX8: Authorize Renewal of the Namaste Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
8. 19-0123-EX9: Authorize Renewal of the Noble Street Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
9. 19-0123-EX10: Authorize Renewal of the Chicago High School for the Arts Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
10. 19-0227-OP2: Approve License Agreement with UGP-Theater District Parking, LLC as Licensor, by its Agent, Interpark LLC for the Use of the Parking Garage Located at 101 North Dearborn Street for the Use of Chicago Public Schools Employees, Officials, and Invitees Traveling to and From Central Office.
Services: Use of Parking Garage
User Group: Real Estate
Status: In negotiations
11. 19-0327-PR14: Authorize the Extension of the Agreement with Oracle America, Inc. to Provide Talent Acquisition and On-Boarding Implementation Services
Services: Talent Acquisition and On-Boarding Implementation Services
User Group: Talent office
Additional Action: This agreement was inadvertently omitted from the January 22, 2020 Rescission Board Report. The extension of the Rescission date is ratified to take effect as of that date, thereby extending the rescission date to August 26, 2020.
12. 19-0626-OP3: Authorize Agreement with Little Angels Family Daycare II, Inc. to Provide Funding for the Construction of Early Learning Childhood Facility to Provide Universal Pre-School
Services:
Services: Funding Construction of Early Childhood Facility
User Group: Facility Operations & Maintenance
Status: In negotiations
13. 20-0122-EX2: Authorize Renewal of the Academy for Global Citizenship Charter School Agreement with Conditions
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
14. 20-0122-EX3: Authorize Renewal of the Catalyst Elementary Charter School - Circle Rock Agreement with Conditions
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
15. 20-0122-EX4: Authorize Renewal of the Erie Elementary Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
16. 20-0122-EX5: Authorize Renewal of the Instituto Justice and Leadership Academy Charter High School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
17. 20-0122-EX6: Authorize Renewal of the Legacy Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
18. 20-0122-EX7: Authorize Renewal of the Moving Everest Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
19. 20-0122-EX8: Authorize Renewal of the North Lawndale College Preparatory Charter High School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

20. 20-0122-EX9: Authorize Renewal of the Providence Englewood Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
21. 20-0122-EX10: Authorize Renewal of the Rowe Elementary Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
22. 20-0122-EX11: Authorize Renewal of the Urban Prep Charter Academy for Young Men High School - Bronzeville Campus Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
23. 20-0122-EX12: Authorize Renewal of the Youth Connection Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
24. 20-0122-EX13: Authorize Renewal of the Chicago Excel Academy Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
25. 20-0122-EX14: Authorize Renewal of the Plato Learning Academy Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
26. 20-0226-PR11: Amend Board Report 19-1120-PR17 Authorize a New Agreement with Dentons US LLP for Investigative Service.
Services: Investigative Service
User Group: Office of the Inspector General
Status: In negotiations
27. 20-0325-PR4: Authorize a New Agreement with Pacific Educational Group, Inc. for Race and Equity Training Purposes.
Services: Race and Equity Training Purposes
User Group: Equity Office
Additional Action: This agreement was inadvertently omitted from the June 24, 2020 Rescission Board Report. The extension of the Rescission date is ratified to take effect as of that date, thereby extending the rescission date to August 26, 2020.
28. 20-0325-PR10: Authorize the Second and Final Renewal Agreements with Various Vendors for Executive Search Services.
Services: Executive Search Services
User Group: Talent Office
Additional Action: This agreement was inadvertently omitted from the June 24, 2020 Rescission Board Report. The extension of the Rescission date is ratified to take effect as of that date, thereby extending the rescission date to August 26, 2020.
29. 20-0422-PR1: Authorize the Second and Final Renewal Agreement with Illinois Institute of Technology for Administration of the Selective Enrollment Elementary Schools ("SEES") Admissions Examination for Students Applying to Kindergarten through Eighth Grades for the Chicago Public Schools ("CPS") Office of Access and Enrollment ("OAE")
Services: Selective Enrollment Elementary Schools
User Group: Access and Enrollment
Status: In negotiations
30. 20-0422-PR2: Authorize the First Renewal Agreements with Various Vendors for Social and Emotional Learning Services.
Services: Social and Emotional Learning Services
User Group: College to Careers Success Office
Status:
31. 20-0422-PR6: Authorize the First and Second Renewal Agreements with e-Builder, Inc. for Construction Management Software and Related Services.
Services: Construction Management Software
User Group: Facility Operations & Maintenance
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:**

President del Valle thereupon declared Board Reports 20-0722-FN1, 20-0722-PR9, 20-0722-EX3, 20-0722-EX4, and 20-0722-AR1 accepted.

The Secretary presented the following Statement for the Public Record:

Mr. President, before we proceed with the Vote on Executive Session Items, I will continue with a Statement to be Read into the Record regarding the Estimate of Taxes to be Levied.



Office of the Chief Financial Officer • 42 W. Madison, 2nd Floor • Chicago, Illinois 60602
Telephone: 773-553-2700 • Fax: 773-553-2701

Report of the Chief Financial Officer pursuant to Board Rule 5-14 and Section 35 ILCS 200/18-60 of the Illinois Property Tax Code

35 ILCS 200/18-60 of the Illinois Property Tax Code (“the Code”) requires that not less than 20 days prior to the adoption of its aggregate levy, the corporate authority of each taxing district shall determine the amount of money estimated to be necessary to be raised by taxation for that fiscal year upon the taxable property in its district.

Section 18-70 of the Code provides in part that if the estimate of the corporate authority made as provided in Section 18-60 is more than 105% of the amount extended or estimated to be extended upon the final aggregate levy of the preceding year, then the corporate authority is required to give public notice of and hold a public hearing on its intent to adopt a levy in excess of 105% of the amount extended or estimated to be extended in the prior year.

Board Rule 5-14 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 and to report that estimate to the Board through the Office of the Secretary of the Board.

Board Rule 5-14 also requires that 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 fiscal year upon taxable property in the district and that the estimate shall be deemed an act of the corporate authority upon receipt of the Chief Financial Officer’s report of the estimate by the Secretary of the Board.

The Chief Finance Officer hereby estimates that the amount of money necessary to be raised by taxation upon the taxable property in the district as defined in Section 18-60 of the Code is \$3,282,773,345 and certifies that this estimated amount is less than the limit defined in Section 18-70 of the Code.

This report is filed with the Secretary of the Board this 22nd day of July, 2020.

President del Valle thereupon proceeded with Executive Session Agenda Items.

20-0722-AR2

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(Christina McClernon)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective August 3, 2020.

DESCRIPTION:

NAME:	FROM:	TO:
Christina McClernon	New Employee	External Title: Assistant General Counsel Functional Title: Professional IV Department of Law Position No. 260416 Pay Band: A06 Flat rate Annual Salary: \$85,000.00

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 FY21 School budget.

20-0722-AR3

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(Shelby Smith)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective July 27, 2020.

DESCRIPTION:

NAME:	FROM:	TO:
Shelby Smith	New Employee	External Title: Assistant General Counsel Functional Title: Professional IV Department of Law Position No. 245055 Pay Band: A06 Flat rate Annual Salary: \$78,700.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY21 School budget.

20-0722-AR4

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(Hazel Koshy)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective July 27, 2020.

DESCRIPTION:

NAME:	FROM:	TO:
Hazel Koshy	New Employee	External Title: Assistant General Counsel Functional Title: Professional IV Department of Law Position No. 545802 Pay Band: A06 Flat rate Annual Salary: \$85,000.00

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 FY21 School budget.

20-0722-AR5

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

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

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

DESCRIPTION: The General Counsel has continued retention of the law firm Brothers & Thompson, P.C. to represent the Board in the matter of *Darius Wilson v. Board, et al.*, Case No. 10 C 141, to represent the Board in property tax appeals matters, in tenured teacher dismissal cases, and to provide counseling and representation in other legal matters as determined by the General Counsel. Additional authorization is requested in the amount of \$50,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: This firm is an MBE.

FINANCIAL: Charge \$50,000.00 to Law Department - Professional Services:
 Budget Classification Fiscal Year 2021.....10210-115

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-AR6

AUTHORIZE CONTINUED RETENTION OF HILL LAW OFFICES

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Hill Law Offices (Deborah Hill).

DESCRIPTION: The General Counsel has continued retention of the Hill Law Offices to negotiate and draft various telecommunications licenses between the Board (on behalf of individual schools) and various telecommunications carriers. These licenses provide much needed additional revenue for local schools that permit installation of antennae and other telecommunication equipment within school premises. Additional authorization for the firm's services is requested in the amount of \$135,000. As invoices are received they will be reviewed by the General Counsel and the Director of Real Estate and if satisfactory, processed for payment.

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

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

FINANCIAL: Charge: \$135,000 to Department of Real Estate – Cell Tower Installation Program
Budget Classification Fiscal Year 2020 - 2021...11910-124-54125-253201-000388
Future year funding is contingent upon budget appropriations and approval.

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-AR7

AUTHORIZE CONTINUED RETENTION OF THE LAW OFFICE OF LINDA K. HOGAN

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of The Law Office of Linda K. Hogan.

DESCRIPTION: The General Counsel has continued retention of The Law Office of Linda K. Hogan to represent the Board and its agents in the matter of *Sapia, et al., v. CBOE*, Case No. 14 C 7946, Office of Employee Engagement matters, and such other legal matters as determined by the General Counsel. Additional authorization is requested in the amount of \$50,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$50,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2021.....10210-115

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-AR8

AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM MASTERSLAW

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm MastersLaw.

DESCRIPTION: The General Counsel has continued retention of the law firm MastersLaw to represent the Board and its agents in appellate matters and such other matters as determined by the General Counsel. Additional authorization is requested in the amount of \$50,000 for the firm’s services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$50,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2021.....10210-115

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-AR9

AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM QUINTAIROS, PRIETO, WOOD & BOYER, P.A.

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Quintairos, Prieto, Wood & Boyer, P.A..

DESCRIPTION: The General Counsel has continued retention of the law firm Quintairos, Prieto, Wood & Boyer, P.A. to represent the Board and its agents relating to legal matters including *Blaylock, et al. v. Board, et al.*, Case No. 15 L 011182, *Carodine, et al. v. City of Chicago School Dist. #299, et al.*, Case No. 15 L 013074, transactions and procurement issues, and other matters as determined by the General Counsel. Additional authorization is requested in the amount of \$250,000 for the firm’s services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: The firm is an MBE.

FINANCIAL: Charge \$250,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2021.....10210-115

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-AR10

AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM RILEY SAFER HOLMES & CANCELLA LLP

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Riley Safer Holmes & Cancellia LLP.

DESCRIPTION: The General Counsel has continued retention of the law firm Riley Safer Holmes & Cancellia LLP to represent the Board, Board officials and employees in *Board v. Betsy DeVos, et al.*, Case No. 18-cv-7914, and such other legal matters as determined by the General Counsel. Additional authorization is requested in the amount of \$100,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None

FINANCIAL: Charge \$100,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2021.....10210-115

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-AR11

AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM TAFT STETTINIUS & HOLLISTER, LLP

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Taft Stettinius & Hollister, LLP.

DESCRIPTION: The General Counsel has continued retention of the law firm Taft Stettinius & Hollister, LLP to represent the Board and its agents in the matters of *Chicago Teachers Union, Local 1 v. CBOE*, Case No. 12 C 10311; *Chicago Teachers Union, Local 1 v. CBOE*, Case No. 12 C 10338; *Chicago Teachers Union, Local 1 v. CBOE*, Case No. 15 C 8149; to review the Board's remedial programs, and such other matters as determined by the General Counsel. Additional authorization is requested in the amount of \$350,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$350,000.00 to Law Department- Professional Services:
Budget Classification Fiscal Year 2021.....10210-115

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-AR12

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
MARC GARY - CASE NO. 16 WC 30191**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Marc Gary, Case No. 16 WC 30191 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$75,000.00**.

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 2021.....\$75,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-AR13

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
JEANNIE KIM - CASE NO. 19 WC 10253**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Jeannie Kim, Case No. 19 WC 10253 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$72,500.00**.

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 2021.....\$72,500.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-AR14

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
ELIZABETH MEDINA - CASE NOS. 16 WC 028725 AND 16 WC 028726**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Elizabeth Medina, Case Nos. 16 WC 028725 and 16 WC 028726 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$79,821.82**.

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 2021.....\$79,821.82

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-AR15

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
JUANITA PAULINSKI - CASE NO. 18 WC 13154**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Juanita Paulinski, Case No. 18 WC 13154 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$75,522.00**.

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 2021.....\$75,522.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-AR16

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
JOY TALOS - CASE NO. 17 WC 026977**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Joy Talos, Case No. 17 WC 026977 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$88,008.75**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges
Account #12470-210-57605-119004-000000 FY 2021.....\$88,008.75

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

20-0722-AR17

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR REGINA WHITTMON - CASE NO. 12 WC 31447

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Regina Whittmon, Case No. 12 WC 31447 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$225,000.00**.

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 2021.....\$225,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

20-0722-AR18

APPROVE PAYMENT OF PROPOSED SETTLEMENT REGARDING J.P.

THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:

DESCRIPTION: Subject to Board approval, the Board and parents of J.P. (K.H. and R.P.), individually and as next friends of J.P. have reached a proposed settlement, disposing of all J.P.'s parents' claims for compensatory and other services, attorney's fees and costs associated with the underlying special education mediation proceeding, ISBE Case No. 2020-ME-0262. The General Counsel recommends approval of the proposed settlement, which includes the placement of the Student in a non-ISBE approved residential placement that will bill the District an estimated two hundred seventy-two thousand ninety-one dollars and 00/100 (\$272,091) annually as long as that placement is appropriate for the Student, in return for a full waiver of for all of J.P.'s parents' claims, including those for attorneys' fees and costs.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$272,091.00 as described above to the Law Department
Budget Classification Fiscal Year 2021...Non-Public Tuition: 11674-114-54305-124904-376711
Non-Public Room and Board: 11674-220-54305-124904-462504

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

GENERAL CONDITIONS:

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

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

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

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

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

Board Member Todd-Breland moved and Board Member Truss seconded the motion to adopt Board Reports 20-0722-AR2 through 20-0722-AR18.

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

Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, , Mr. Truss, Mr. Sotelo, and President del Valle – 7

Nays: None

President del Valle thereupon declared Board Reports 20-0722-AR2 through 20-0722-AR18 adopted.

20-0722-EX5

WARNING RESOLUTION – TERESITA GONZALEZ, TENURED TEACHER, ASSIGNED TO AVONDALE LOGANDALE 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 Teresita Gonzalez and that a copy of this Board Report and Warning Resolution be served upon Teresita Gonzalez.

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

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

20-0722-EX6

**WARNING RESOLUTION – JAMES ARCHAMBEAU, TENURED TEACHER, ASSIGNED TO
GEORGE WASHINGTON 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 James Archambeau and that a copy of this Board Report and Warning Resolution be served upon James Archambeau.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Chicago Board of Education, a Warning Resolution be adopted and issued to James Archambeau, tenured teacher, to inform him that he has engaged in unsatisfactory conduct.

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

Board Member Truss moved and Vice President Revuluri seconded the motion to adopt Board Reports 20-0722-EX5 and 20-0722-EX6.

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

Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, , Mr. Truss, Mr. Sotelo, and President del Valle – 7

Nays: None

President del Valle thereupon declared Board Reports 20-0722-EX5 through 20-0722-EX6 adopted.

20-0722-RS3

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

WHEREAS, on July 17, 2020, the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Rule 4-1:

Name	School	Effective Date
Mario Connor	Daniel Hale Williams Prep School of Medicine	July 22, 2020
Jay Fitch	City Wide Facility Operations and Maintenance	July 22, 2020
Patrice Gordon	Lincoln Park High School	July 22, 2020

Luis Jaime Lopez	Charles P. Steinmetz College Preparatory High School	July 22, 2020
Eastmon Mason	North Grand High School	July 22, 2020
Tramell Sanders	City Wide Facility Operations and Maintenance	July 22, 2020
Jonathan Villanueva	George Armstrong International Studies Elementary School	July 22, 2020
Stephen Washington	George Washington High School	July 22, 2020

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

Board Member Rome moved and Board Member Sotelo seconded the motion to adopt Board Report 20-0722-RS3.

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

Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, , Mr. Truss, Mr. Sotelo, and President del Valle – 7

Nays: None

President del Valle thereupon declared Board Report 20-0722-RS3 adopted.

Board Member Truss presented the following Motion:

20-0722-MO3

**MOTION RE: MAINTAIN AS CONFIDENTIAL
REDACTED PORTIONS OF CLOSED SESSION MINUTES
FOR THE PERIOD BEGINNING JULY 1995 THROUGH JUNE 2018**

MOTION ADOPTED that pursuant to Section 2.06(d) of the Open Meetings Act, Board Members have reviewed the redacted portions of closed session minutes previously opened for public inspection for the period of July 1995 through June 2018. These minutes with noted redactions were opened to the public by the Board at various times from January 2012 to January 2020. The Board finds that the need for confidentiality continues to exist for the redacted portions of these minutes which portions will not be available for public inspection. Upon adoption of this Motion, all existing closed session minutes from July 1995 through June 2018 will be available for public inspection with the continuing redactions noted.

Board Member Rome moved to adopt Motion 20-0722-MO3.

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

Yeas: Ms. Rome, Mr. Revuluri, Ms. Todd-Breland, , Mr. Truss, Mr. Sotelo, and President del Valle – 6

Nays: None

Note: Ms. Meléndez was not on the phone for the vote on MO3.

President del Valle thereupon declared Board Report 20-0722-MO3 adopted.

Board Member Sotelo presented the following Motion:

20-0722-MO4

**MOTION RE: OPEN FOR PUBLIC INSPECTION
ALL CLOSED SESSION MINUTES FOR THE PERIOD
BEGINNING JULY 2018 THROUGH DECEMBER 2018**

MOTION ADOPTED that pursuant to Section 2.06(d) of the Open Meetings Act, the Board Members have reviewed closed session minutes for the period beginning July 2018 through December 2018. The Board Members have determined that the need for confidentiality does not exist as to those minutes, except as indicated in the redacted portions. Minutes were redacted for the following:

- (a) privileged attorney-client communications,
- (b) information subject to privacy or confidentiality protections in State or federal law, and
- (c) information where the Board determines it necessary to protect the public interest or the privacy of an individual.

The Board finds that the need for confidentiality as to the redacted material remains. Upon adoption of this Motion, all closed session minutes from July 2018 through December 2018, with noted redactions, will be available for public inspection.

Vice President Revuluri moved to adopt Motion 20-0722-MO4.

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

Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, , Mr. Truss, Mr. Sotelo, and President del Valle – 7

Nays: None

President del Valle thereupon declared Board Report 20-0722-MO4 adopted.

Vice President Revuluri presented the following Motion:

20-0722-MO5

**MOTION RE: ADOPT CLOSED SESSION MINUTES FROM JUNE 15, 2020 AND
MAINTAIN AS CONFIDENTIAL CLOSED SESSION MINUTES FROM
JANUARY 2019 THROUGH JUNE 2020**

MOTION ADOPTED that the Board adopt the minutes of the closed session meeting of June 15, 2020. Board Members have reviewed these minutes along with previously-approved minutes of closed sessions from January 2019 through May 2020 in accordance with Section 2.06(d) of the Open Meetings Act. Following this review, Board Members have determined that the need for confidentiality exists as to all closed session minutes from January 2019 through June 2020 and therefore these minutes will not be available for public inspection.

Board Member Todd-Breland moved to adopt Motion 20-0722-MO5.

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

Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, , Mr. Truss, Mr. Sotelo, and President del Valle – 7

Nays: None

President del Valle thereupon declared Board Report 20-0722-MO5 adopted.

Board Member Todd-Breland presented the following Motion:

20-0722-MO6

**MOTION RE: AUTHORIZE DESTRUCTION OF CLOSED SESSION AUDIO RECORDINGS
FOR THE PERIOD BEGINNING JULY 2018 THROUGH DECEMBER 2018**

Section 2.06(c) of the Open Meetings Act permits the destruction of audio recordings of closed session meetings no less than 18 months after the completion of a meeting if the Board has: (1) approved the minutes of the closed meeting, and (2) approves the destruction. The Board's closed session meetings from July 2018 until December 2018 occurred more than 18 months ago and the Board Secretary maintains Board-approved confidential minutes of all such closed sessions.

MOTION ADOPTED that the audio recordings of the Board's closed session meetings from July 2018 until December 2018, as itemized on the attached Appendix A, be authorized for destruction in accordance with the Open Meetings Act.

Appendix A

July 25, 2018
August 22, 2018
September 26, 2018
October 24, 2018
December 5, 2018

Board Member Sotelo moved to adopt Motion 20-0722-MO6.

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

Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, , Mr. Truss, Mr. Sotelo, and President del Valle – 7

Nays: None

President del Valle thereupon declared Board Report 20-0722-MO6 adopted.

Board Member Rome presented the following Motion:

20-0722-MO7

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETING
OPEN TO THE PUBLIC JUNE 24, 2020**

MOTION ADOPTED that the record of proceedings of the Board Meeting of June 24, 2020 prepared by the Board Secretary be approved and that such records of proceedings be posted on the Chicago Board of Education website in accordance with Section 2.06(b) of the Open Meetings Act.

Board Member Truss moved to adopt Motion 20-0722-MO7.

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

Yeas: Ms. Rome, Ms. Meléndez, Mr. Revuluri, Ms. Todd-Breland, , Mr. Truss, Mr. Sotelo, and President del Valle – 7

Nays: None

President del Valle thereupon declared Board Report 20-0722-MO7 adopted.

OMNIBUS

At the Regular Board Meeting held on July 22, 2020, the foregoing motions, reports and other actions set forth from number 20-0722-MO1 through 20-07225-MO7 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

ADJOURNMENT

President del Valle moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President del Valle thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting held on July 22, 2020 as a hybrid of in-person for Board Members and Senior Cabinet Members and electronically via teleconference.

Estela G. Beltran
Secretary

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