



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

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**Regular Meeting-Wednesday, July 24, 2013  
10:30 A.M.  
(125 South Clark Street)**

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**Published by the Authority of the Chicago Board of Education**

**David J. Vitale  
President**

**Estela G. Beltran  
Secretary**



ATTEST:



Secretary of the Board of Education  
of the City of Chicago

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

**PRESENT:** Dr. Bienen, Dr. Hines, Dr. Azcoitia, and President Vitale – 4

**ABSENT:** Mr. Ruiz, Ms. Zopp, and Ms. Quazzo – 3

**ALSO PRESENT\*:** Dr. Barbara Byrd-Bennett, Chief Executive Officer, and Mr. James Bebley, General Counsel

**\*NOTE:** The Honorary Student Board Member position is currently vacant.

**ABSENT:** None

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

President Vitale thereupon opened the floor to the CEO Report segment of the Board Meeting. Dr. Byrd-Bennett, Chief Executive Officer, and senior leadership proceeded with the following presentations: John Barker, Chief Accountability Officer, presented on the 2013 ISAT Preliminary Results; Tim Cawley, Chief Administrative Officer, presented on the FY14 Budget Proposal; and Tracy Thompson Martin, Chief of Strategic School Supports, presented on Chicago Public Schools, Office of Strategic School Support Services (OS4), Reinvesting in Our Neighborhood Schools. James Bebley, General Counsel, presented on the policies, Amend Board Report 08-0827-PO5 Debt Management Policy [13-0724-PO1] and Adopt 2013-2014 Student Code of Conduct [13-0724-PO2].

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

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

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

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

Board Member Dr. Hines presented the following Motion:

**13-0724-MO1**

**MOTION TO HOLD A CLOSED SESSION**

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

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

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

**Board Member Dr. Azcoitia moved to adopt Motion 13-0724-MO1.**

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

**Yeas: Dr. Bienen, Dr. Hines, Dr. Azcoitia, and President Vitale – 4**

**Nays: None**

**President Vitale thereupon declared Motion 13-0724-MO1 adopted.**

**CLOSED SESSION  
RECORD OF CLOSED SESSION**

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

- (1) **The Closed Meeting was held on June 26, 2013, beginning at 2:51 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6<sup>th</sup> Floor, and Chicago Illinois 60603.**
- (2) **PRESENT: Dr. Bienen, Dr. Hines, Dr. Azcoitia, and President Vitale – 4**
- (3) **ABSENT: Mr. Ruiz, Ms. Zopp, and Ms. Quazzo - 3**
  - A. Other Reports**
  - B. Warning Resolutions**
  - C. Terminations**
  - D. Personnel**
  - E. Collective Bargaining**
  - F. Real Estate**
  - G. Security**
  - H. Closed Session Minutes**
  - I. Individual Student Matters**

**No votes were taken in Closed Session.**

**After Closed Session the Board reconvened.**

**Members present after Closed Session: Dr. Bienen, Dr. Hines, Ms. Zopp\*, Dr. Azcoitia, and President Vitale – 5**

**Members absent after Closed Session: Mr. Ruiz and Ms. Quazzo – 2**

**\*NOTE: Board Member Zopp joined the meeting via telephone conference.**

**President Vitale thereupon proceeded with Agenda Items.**

**13-0724-AR2**

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR  
DEBRA BLACKMON-PARRISH - CASE NO. 10 WC 4029**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Authorized settlement of the Workers' Compensation claim of Debra Blackmon-Parrish, Case No. 10 WC 4029 and subject to the approval of the Illinois Commission, in the amount of **\$271,247.63**.

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

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

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2013.....\$271,247.63

**PERSONNEL IMPLICATIONS:** None

**GENERAL CONDITIONS:**

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

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

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

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

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

**13-0724-AR3**

**APPROVE IMPLEMENTATION OF ARBITRATION AWARD IN CHICAGO TEACHERS UNION  
GRIEVANCE (NUMBER 4701/11-06-128), BROUGHT ON BEHALF OF LAURA GALLO,  
TEACHER, FORMERLY ASSIGNED TO EDISON PARK ELEMENTARY SCHOOL**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING PROPOSED SETTLEMENT:**

**DESCRIPTION:** In June 2011, the Chicago Teachers Union ("CTU") filed Grievance No. 4701/11-06-128 on behalf of Laura Gallo ("Gallo"), a teacher formerly assigned to Edison Park Elementary School. An arbitrator ruled that Gallo's non-renewal violated her rights under Article 23-1.2 of the Collective Bargaining Agreement between the Board and the CTU. The arbitrator ordered the Board to reinstate Gallo to a full-time tenured teacher position at Edison Park and to make Gallo whole for all losses she suffered as a result of the Board's contract violation. The General Counsel recommends the Board approve the implementation of the arbitration award in an amount not to exceed One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00), minus any and all interim earnings.

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

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

**FINANCIAL:** Charge \$140,000.00, as described above, to Law Department  
Budget Classification Fiscal Year 2014.....12670-115-54530-231122-000000

**AUTHORIZATION:** Authorize the General Counsel to implement the Arbitration Award.

**GENERAL CONDITIONS:**

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

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

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

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

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

**13-0724-AR4**

**APPROVE SETTLEMENT RECOMMENDATION IN ALISHA ATWATER  
CASE NO. 12 C 4231**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:**

**DESCRIPTION:** Law Department attorneys have tentatively reached a settlement, subject to Board approval, in connection with a federal lawsuit filed by former Youth Outreach Worker, Alisha Atwater disposing of all Atwater's claims, attorneys' fees and costs associated with the underlying lawsuit. The General Counsel recommends approval of the settlement, which calls for the payment of NINETY THOUSAND DOLLARS (\$90,000.00) for all of Atwater's claims, including attorneys' fees and costs.

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

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

**FINANCIAL:** Charge \$90,000.00 to Law Department  
Budget Classification Fiscal Year 2014..... 12670-115-54530-231122-000000

**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, 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, shall be incorporated into and made a part of the agreement.

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

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

**Yeas: Dr. Bienen, Dr. Hines, Ms. Zopp, Dr. Azcoitia, and President Vitale – 5**

**Nays: None**

**President Vitale indicated that if there were no objections, Board Reports 13-0724-AR2 through 13-0724-AR4 would be adopted by the roll call vote, all members present voting therefore.**

President Vitale thereupon declared Board Reports 13-0724-AR2 through 13-0724-AR4 adopted.

13-0724-EX8

**WARNING RESOLUTION – ALEXANDER PHILLIPS,  
PRINCIPAL, SUDER MONTESSORI MAGNET 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 Alexander Phillips and that a copy of this Board Report and Warning Resolution be served upon Alexander Phillips.

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

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Alexander Phillips 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.

13-0724-EX9

**WARNING RESOLUTION – ADAM PARROTT-SHEFFER,  
PRINCIPAL, PETERSON 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 Adam Parrott-Sheffer and that a copy of this Board Report and Warning Resolution be served upon Adam Parrott-Sheffer.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution must be adopted and issued Adam Parrott-Sheffer, Principal, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Adam Parrott-Sheffer 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.

**13-0724-EX10**

**WARNING RESOLUTION – ANNYCE MITCHELL,  
SPECIAL EDUCATION TEACHER, ALFRED DAVID KOHN 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 Annyce Mitchell and that a copy of this Board Report and Warning Resolution be served upon Annyce Mitchell.

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

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

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

**AFFIRMATIVE  
ACTION REVIEW:** None.

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

**PERSONNEL  
IMPLICATIONS:** None.

President Vitale indicated that if there were no objections, Board Reports 13-0724-EX8 through 13-0724-EX10 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 13-0724-EX8 through 13-0724-EX10 adopted.

**13-0724-EX11**

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

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

That the Chicago Board of Education: (i) find that the custodial parents of CPS pupils (I.D.# 50085083 and I.D.# 50207346) were non-residents of the City of Chicago from the time they enrolled the pupils through the present, for the time that the identified students attended CPS schools; (ii) hold the pupils' custodial parents accountable as indebted to the Board for non-resident tuition for the pupils' attendance in the Chicago Public Schools for the pupils' respective times of enrollment, which occurred between the 2009-2010 school year through the present, in the total amount of \$62,415.91; (iii) reject any objections by the parents to the Board's findings; and (iv) bar the pupils from continued and/or future attendance in the Chicago Public Schools unless and until all non-resident tuition owed is paid in full.



**DESCRIPTION:**

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

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

**AFFIRMATIVE**

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

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

**PERSONNEL**

**IMPLICATIONS:** None.

**President Vitale indicated that if there were no objections, Board Report 13-0724-EX11 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Report 13-0724-EX11 adopted.**

**13-0724-RS8**

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO  
REGARDING THE DISMISSAL OF KATHLEEN KINSELLA, TENURED TEACHER,  
ASSIGNED TO RAY ELEMENTARY SCHOOL**

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

**WHEREAS**, after the conclusion of the dismissal hearing afforded to Kathleen Kinsella, the Hearing Officer made written findings of fact and conclusions of law, and recommended the discharge of Ms. Kinsella; and

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

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

**WHEREAS**, the Board of Education of the City of Chicago partially accepts the factual findings of the hearing office but it rejects the conclusions of the hearing officer, and concludes that the record establishes facts that constitute cause for dismissal of Ms. Kinsella.

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

**Section 1:** After considering (a) the Hearing Officer's findings of fact, conclusions of law and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memoranda of law submitted by the parties, the Board of Education of the City of Chicago accepts in part and rejects in part the Hearing Officer's findings of fact and legal conclusions, as detailed in an attached Appendix and Order adopted under separate cover.

**Section 2:** Kathleen Kinsella is hereby dismissed from her employment with the Board of Education of the City of Chicago effective July 24, 2013, for the reasons stated in the attached Appendix and the Opinion and Order.

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

**THEREFORE**, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on July 24, 2013.

**The Secretary presented the following statement for the Public Record:**

**This resolution accepts in part and rejects in part the hearing officer's recommendation to reinstate teacher.**

**13-0724-RS9**

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

WHEREAS, on July 12, 2013 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Policy 04-0728-PO1:

Name	School	Effective Date
Margarita Gomez	Gale Community Academy	July 24, 2013
Mohammad Khawaja	Peterson Elementary School	July 24, 2013
Sabrina Harris-McDaniels	Safety and Security Office	July 24, 2013
Antionette Murff	Dewey School	July 24, 2013
Erica Quezada	Amundsen High School	July 24, 2013

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 Policy 04-0728-PO1, the above-referenced educational support personnel are dismissed from Board employment effective on the date set opposite their names.
2. The Board hereby approves all actions taken by the Chief Executive Officer or 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.

**13-0724-RS10**

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

WHEREAS, July 12, 2013, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84:

Name	School	Effective Date
Malaika Berry	James W Johnson School of Excellence	July 24, 2013
Colleen Heublein	John Foster Dulles School of Excellence	July 24, 2013
Tyler Roberts	Josephine C Locke School	July 24, 2013

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

**The Secretary presented the following Statement for the Public Record:**

**I would like to note for the record that on July 12, 2013, the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. Her recommendation included the names of the Teachers affected and the reasons. She also noted that the Teachers affected will be notified of their dismissal after adoption of the resolution.**

**President Vitale indicated that if there were no objections, Board Reports 13-0724-RS8 through 13-0724-RS10 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 13-0724-RS8 through 13-0724-RS10 adopted.**

**Board Member Dr. Azcoitia presented the following motion:**

**13-0724-MO2**

**MOTION RE: MAINTAIN AS CONFIDENTIAL  
REDACTED PORTIONS OF CLOSED SESSION MINUTES  
FOR THE PERIOD BEGINNING JULY 1995 THROUGH JUNE 2011**

**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 for the period beginning July 1995 through June 2011. The Board previously opened these closed minutes for public inspection with noted redactions in January 2012 and January 2013. 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.

**Board Member Dr. Bienen moved to adopt Motion 13-0724-MO2.**

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

**Yeas: Dr. Bienen, Dr. Hines, Ms. Zopp, Dr. Azcoitia, and President Vitale – 5**

**Nays: None**

**President Vitale thereupon declared Motion 13-0724-MO2 adopted.**

**Board Member Dr. Bienen presented the following motion:**

**13-0724-MO3**

**MOTION RE: OPEN FOR PUBLIC INSPECTION  
ALL CLOSED SESSION MINUTES FOR THE PERIOD  
BEGINNING JULY 2011 THROUGH DECEMBER 2011**

**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 2011

through December 2011. 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 2011 through December 2011, with noted redactions, will be available for public inspection.

**Board Member Dr. Hines moved to adopt Motion 13-0724-MO3.**

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

**Yeas: Dr. Bienen, Dr. Hines, Ms. Zopp, Dr. Azcoitia, and President Vitale – 5**

**Nays: None**

**President Vitale thereupon declared Motion 13-0724-MO3 adopted.**

**Board Member Dr. Hines presented the following motion:**

**13-0724-MO4**

**MOTION RE: ADOPT CLOSED SESSION MINUTES FROM JUNE 26, 2013 AND  
MAINTAIN AS CONFIDENTIAL CLOSED SESSION MINUTES FROM  
JANUARY 2012 THROUGH JUNE 2013**

**MOTION ADOPTED** that the Board adopt the minutes of the closed session meeting of June 26, 2013. Board Members have reviewed these minutes along with previously-approved minutes of closed sessions from January 2012 through May 2013 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 2012 through June 2013 and therefore these minutes will not be available for public inspection.

**Board Member Dr. Bienen moved to adopt Motion 13-0724-MO4.**

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

**Yeas: Dr. Bienen, Dr. Hines, Ms. Zopp, Dr. Azcoitia, and President Vitale – 5**

**Nays: None**

**President Vitale thereupon declared Motion 13-0724-MO4 adopted.**

**Board Member Dr. Azcoitia presented the following motion:**

**13-0724-MO5**

**MOTION RE: AUTHORIZE DESTRUCTION OF CLOSED SESSION AUDIO RECORDINGS  
FOR THE PERIOD BEGINNING JULY 2011 THROUGH DECEMBER 2011**

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 2011 until December 2011 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 2011 until December 2011, as itemized on the attached Appendix A, be authorized for destruction in accordance with the Open Meetings Act.

**Appendix A**

July 27, 2011  
August 24, 2011  
September 28, 2011  
October 26, 2011  
November 9, 2011  
November 16, 2011  
December 14, 2011

**Board Member Dr. Bienen moved to adopt Motion 13-0724-MO5.**

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

**Yeas: Dr. Bienen, Dr. Hines, Ms. Zopp, Dr. Azcoitia, and President Vitale – 5**

**Nays: None**

**President Vitale thereupon declared Motion 13-0724-MO5 adopted.**

**Board Member Dr. Bienen presented the following motion:**

**13-0724-MO6**

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF  
MEETING OPEN TO THE PUBLIC JUNE 26, 2013**

**MOTION ADOPTED** that the record of proceedings of the Regular Board Meeting of June 26, 2013 prepared by the Board Secretary be approved and such record of proceedings be posted on the Chicago Board of Education website in accordance with Section 2.06(b) of the Open Meetings Act.

**Board Member Dr. Hines moved to adopt Motion 13-0724-MO6.**

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

**Yeas: Dr. Bienen, Dr. Hines, Ms. Zopp, Dr. Azcoitia, and President Vitale – 5**

**Nays: None**

**President Vitale thereupon declared Motion 13-0724-MO6 adopted.**

13-0724-RS1

**RESOLUTION AUTHORIZING CONTRACTS WITH  
SUPPLEMENTAL EDUCATION SERVICE (SES) PROVIDERS AND RELATED PAYMENTS**

**WHEREAS**, under Title I of the Elementary and Secondary Education Act, as reauthorized by the No Child Left Behind Act of 2001 (NCLB), students from low-income families attending schools that do not make adequate yearly progress for three or more years are eligible to receive Supplemental Educational Services (SES) from a provider selected by the parent/guardian;

**WHEREAS**, Supplemental Educational Services provide extra academic support outside the normal school day to eligible students through tutoring or other remedial help which is high quality, research-based and specifically-designed to increase a student's academic achievement and attain proficiency in meeting Illinois academic achievement standards;

**WHEREAS**, as required by the United States Department of Education, the Illinois State Board of Education (ISBE) regulates the implementation of SES programs by Illinois school districts and SES providers operating in Illinois through rules established under 23 Illinois Administrative Code 675, and annually issues a list of ISBE-authorized SES providers qualified to serve Illinois school districts; and

**WHEREAS**, under NCLB, the District is responsible for funding SES through its Title I, Part A funds [20 U.S.C. 6301-6339, 6571-6578 et seq.];

**WHEREAS**, under NCLB, the District is required spend an amount equal to 20 percent of its Title I, Part A allocation for both SES and School Choice-related transportation, from which the District must spend (a) at least 5% on School Choice-related transportation; (b) at least 5% on SES; and (c) the remaining 10% on either (a) or (b), or a combination thereof [20 USC 6316];

**WHEREAS**, ISBE regulates the service rates that SES providers may charge to the District and in accordance with NCLB, the maximum per-student amount SES providers are permitted to charge is the lesser of: (i) the District's per-student allocation under Part A of Title I of NCLB; or (ii) the reasonable estimates of the SES providers' actual costs of the services. The District's per-student allocation under Part A of Title I of NCLB is the actual amount calculated by ISBE as stated in its annual Per Pupil Expenditure Report;

**WHEREAS**, based on the Title I expenditure formulas, the Office of Budget and Grants Management estimates that the FY 2014 required portion of Title I, Part A funds to be expended by the District on SES is approximately \$60,000,000, with the final amount to be determined by (ISBE) and reported to the Office of Budget and Grants Management by January 2014;

**WHEREAS**, the District, by and through the Department of Academic Learning & Supports administers the District's SES program and engages CPS schools in accordance with ISBE regulations to (a) select the ISBE-authorized SES providers who shall offer services on-site at the school, (b) conduct student registrations within the timeframe identified by ISBE, and (c) conduct SES provider fairs that provides parents/guardians with information on all ISBE-authorized SES providers, their program offering and whether their services are available on-site at the school, on-line (either at the school or elsewhere) or off-site;

**WHEREAS**, once a parent/guardian selects an ISBE-authorized SES provider and registers their child, the SES provider, in collaboration with the parent/guardian, establishes an Individualized Tutorial Plan for the student based on an evaluation/assessment of student's education needs;

**WHEREAS**, the Department of Academic Learning & Supports operates a process to ensure that ISBE-authorized SES providers: (a) are under contract with the Board which contract utilizes the terms, conditions and rate(s) approved by ISBE; (b) comply with their Board contract including provision of an Individualized Tutorial Plan; (c) satisfy student attendance and other program reporting requirements; (d) comply with federal and state regulations and guidelines applicable to such services; and (e) are evaluated annually on the effectiveness of their program;

**WHEREAS**, Board Rule 7-2.2 specifies that engagement of vendor(s) required by the US Department of Education, ISBE, or other federal, state or local governmental agency to provide services under a grant or educational service program administered by the governmental agency are not subject to the competitive procurement requirements set out in Board Rule 7-2 and further that the Chief Executive Officer and Chief Education Officer may authorize such expenditures up to \$75,000. Any expenditure that exceeds \$75,000 requires Board approval; and

**WHEREAS**, in accordance with Board Rule 7-2.2, the Board wishes to authorize contracts with ISBE-authorized SES providers and to authorize payment of FY2014 Title I, Part A funds to various ISBE-authorized SES providers for the provision of supplemental education services to qualifying students in accordance with their Board contract.

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

1. The Department of Academic Learning & Supports shall operate a program for ISBE-authorized SES providers to furnish supplemental education services to eligible CPS students under an Individualized Tutorial Plan in accordance with NCLB requirements.

2. The Chief Teaching and Learning Officer is authorized to execute, on behalf of the Board, written agreements (including indemnification provisions) with ISBE-authorized SES providers for supplemental education services, including those expenditures in excess of \$75,000, subject to approval as to legal form by the General Counsel. The Chief Teaching and Learning Officer is further authorized to execute on behalf of the Board any amendments to such agreements with SES providers, subject to approval as to legal form by the General Counsel.
3. The Chief Teaching and Learning Officer or designee, in collaboration with the Office of Budget and Grants Management, is authorized to make payments, including those in excess of \$75,000, to ISBE-authorized SES providers in accordance with their Board contract for costs associated with the provision of supplemental education services to eligible CPS students.
4. This Resolution authorizes the payment of invoices in Title I Fiscal Year 2014 from July 1, 2013 until August 31, 2014 for supplemental education services to eligible students.
5. The authority granted in this Resolution ends August 31, 2014.

13-0724-RS2

**AMEND BOARD REPORT 12-0523-RS2  
AMEND BOARD REPORT 12-0425-RS22**

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

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

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

**WHEREAS**, the Department of Real Estate of the Board incurs any and all legal, structural engineering and environmental costs associated incurred by the Board with in the drafting, negotiation and administration of the Telecommunications Licenses, it is entitled to receive all Administrative Fees paid by the telecommunication vendors (authorized by pursuant to Amended Board Report 11-1116-OP1); and

**WHEREAS**, the Board desires that the Annual Fees be distributed to the CPS and/or charter school(s) occupying the Affected Board Buildings;

**WHEREAS**, this the May 2012 amendment is was necessary to revise the division of fees received from telecommunications licensees among the Board, CPS schools and charter schools.

**WHEREAS**, this July 2013 amendment is necessary to revise the disbursement of license fees paid to CPS schools and charter schools.

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

1. Subject to the conditions listed below, the Chief Financial Officer is authorized to remit the Annual Fees as follows:
  - a. If the Affected Board Building is occupied only by a CPS school, such school shall receive 40033% of the Annual Fee and 67% shall be appropriated to the other CPS attendance centers in their respective school budgets;
  - b. If the Affected Board Building is occupied by multiple CPS schools, such schools shall share the 33% share of the Annual Fee equally and the remaining 67% shall be appropriated to the other CPS attendance centers in their respective school budgets;
  - c. If the Affected Board Building is occupied by both CPS and charter schools:
    - i. 50%One-half (1/2) of the 33% share of the Annual Fee shall be distributed to the CPS school(s) (if more than one CPS school occupies the Affected Board Building, all such CPS schools shall share equally in the 5033% share of the Annual Fee); and

- ii. ~~50%~~One-half (1/2) of the 33% share of the Annual Fee shall be distributed to the charter school(s) (if more than one charter school occupies the Affected Board Building, all such charter schools shall share equally in the ~~50~~33% share of the Annual Fee); and
  - iii. The remaining 67% of the Annual Fee shall be appropriated to the other CPS attendance centers in their respective school budgets.
  - d. If the Affected Board Building is occupied only by a charter school or schools, ~~100%~~ 33% of the Annual Fee shall be distributed to such charter school(s) (if more than one charter school occupies the Affected Board Building, all charter schools shall share equally in the 33% share of the Annual Fee) and the remaining 67% shall be appropriated to the other CPS attendance centers in their respective school budgets.
2. Each charter school may use its share of the Annual Fee at its discretion.
  3. Each CPS school may use its share of the Annual Fee at the principal's discretion for educational programming.
  4. This Resolution shall be effective immediately upon its adoption and shall be effective until amended or rescinded by further Board action.

13-0724-RS3

**RESOLUTION PROVIDING FOR THE ISSUE OF UNLIMITED TAX GENERAL OBLIGATION BONDS (DEDICATED REVENUES) OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$300,000,000 FOR THE PERMANENT FINANCING OF THE COSTS OF THE CAPITAL IMPROVEMENT PROGRAM OF SAID BOARD OF EDUCATION AND, IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS, PROVIDING FOR THE ISSUE OF NOT TO EXCEED \$300,000,000 AGGREGATE PRINCIPAL AMOUNT OF UNLIMITED TAX GENERAL OBLIGATION BONDS (DEDICATED REVENUES) OR INTERIM OBLIGATIONS OF SAID BOARD OF EDUCATION FOR THE INITIAL FINANCING OF SUCH COSTS**

WHEREAS, pursuant to the provisions of Article 34 of the School Code of the State of Illinois, as amended (the "**School Code**"), the City of Chicago, having a population exceeding 500,000, constitutes one school district (the "**School District**"), which is a body politic and corporate by the name of the "*Board of Education of the City of Chicago*" (the "**Board**"); and

WHEREAS, the Board is governed by the seven-member Chicago Board of Education, as successor to the Chicago School Reform Board of Trustees (the "**School Board**"); and

WHEREAS, the School Board has heretofore determined that it is advisable, necessary and in the best interests of the Board and the residents of the School District to construct, acquire and equip school and administrative buildings, site improvements and other real and personal property in and for the School District (the "**Project**"), all in accordance with the estimates of cost, including the Board's Capital Improvement Program, as heretofore approved and from time to time amended by the Board; and

WHEREAS, the immediate funding requirements of the Board with respect to the Project include the funding of the Board's 2013 Capital Improvement Program, as amended, and as heretofore approved by the Board (including the 2013 Supplemental Capital Improvement Program); and

WHEREAS, for the purpose, among others, of providing funds to pay a portion of the cost of the Project, the School Board, on September 15, 2012, adopted a resolution (the "**2012 Authorization**") authorizing the issuance of "**Alternate Bonds**" being general obligation bonds payable from any revenue source as provided by the Local Government Debt Reform Act (the "**Debt Reform Act**") in an aggregate principal amount of not to exceed \$750,000,000 (the "**2012 Authorization Bonds**") payable from any and all of the following revenue sources: (i) not more than \$150,000,000 of the State Aid payments to be made to the Board in any year pursuant to Article 18 of the School Code, or such successor or



replacement act as may be enacted in the future, (ii) amounts allocated and paid to the Board from the Personal Property Tax Replacement Fund of the State of Illinois pursuant to Section 12 of the State Revenue Sharing Act of the State of Illinois, as amended, or from such successor or replacement fund or act as may be enacted in the future, (iii) proceeds of all or any portion of a capital improvement tax levied and extended, and to be levied and extended by the Board pursuant to Article 34 of the School Code, (iv) any monies lawfully available to and validly accepted by the Board pursuant to any intergovernmental agreement by and between the School District and the City of Chicago, Illinois (the "**City**") (including, but not limited to, tax increment financing), or pursuant to an agreement with the Chicago Infrastructure Trust, (v) school construction project or debt service grants to be paid to the Board pursuant to the School Construction Law of the State of Illinois or such successor or replacement act as may be enacted in the future, (vi) investment returns and earnings from funding obligations or investments of the Board and the investment of any of the foregoing sources, (vii) rental income derived from Board property, and (viii) grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof (collectively, the "**Pledged Revenues**"); and

WHEREAS, pursuant to and in accordance with the Debt Reform Act and the 2012 Authorization, the Board has caused to be published on September 28, 2012, in the *Chicago Sun-Times*, a newspaper of general circulation within the School District, a copy of the 2012 Authorization and a notice that the 2012 Authorization Bonds are subject to a "back-door referendum" under the Act; and

WHEREAS, no petition asking that the issuance of Alternate Bonds pursuant to the 2012 Authorization be submitted to referendum has ever been filed with the Secretary of the Board; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act, the Board called a public hearing (the "**Hearing**") for September 25, 2012, concerning the intent of the Board to sell up to \$750,000,000 of the 2012 Authorization Bonds; and

WHEREAS, notice of the Hearing was given by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Chicago Sun-Times*, the same being a newspaper of general circulation in the School District, and by posting a copy of the notice at least forty-eight (48) hours before the Hearing at the principal office of the Board; and

WHEREAS, the Hearing was held on September 25, 2012 and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on September 25, 2012; and

WHEREAS, the Board is authorized to issue the 2012 Authorization Bonds to the amount of \$750,000,000; and

WHEREAS, pursuant to the 2012 Authorization, the Board has previously issued its \$109,825,000 Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series 2012B (the "**Series 2012B Bonds**"); and

WHEREAS, the Bonds authorized hereunder, the Series 2012B Bonds and any additional 2012 Authorization Bonds, shall not exceed \$750,000,000; and

WHEREAS, the Board desires at this time, pursuant to the 2012 Authorization, to adopt this Resolution providing for the issuance of Alternate Bonds (the "**Project Alternate Bonds**") in an aggregate amount not to exceed \$300,000,000 for the purposes of (i) paying the costs of the Project, including but not limited to, the 2013 Capital Improvement Program (including the 2013 Supplemental Capital Improvement Program) and subsequent annual capital improvement programs (when approved by the Board), (ii) funding capitalized interest on such Project Alternate Bonds and (iii) paying the costs of issuance of such Project Alternate Bonds, including the cost of bond insurance or other credit enhancement, all on the terms and conditions set forth in this Resolution; and

WHEREAS, the Board desires at this time, pursuant to the 2012 Authorization, to adopt this Resolution providing for the issuance of Alternate Bonds (the "**Funding Alternate Bonds**") in an aggregate amount of not to exceed \$300,000,000 for the purpose of providing permanent financing of Project costs by the refunding of Project Alternate Bonds or Interim Obligations (as herein defined) issued to provide for the initial financing of Project costs; and

WHEREAS, the Project Alternate Bonds and the Funding Alternate Bonds to be issued pursuant to this Resolution in accordance with the 2012 Authorization are herein referred to as the "**Bonds**"; and

WHEREAS, the Bonds may be issued from time to time in one or more series (each, a "**Series**") and the Bonds of each Series will be payable from (i) such of the Pledged Revenues as shall be determined by a Designated Official (as hereinafter defined) at the time of sale of such Bonds and (ii) the ad valorem taxes levied or to be levied against all of the taxable property in the School District without limitation as to rate or amount pursuant to **Section 3** of this Resolution (the "**Pledged Taxes**"), for the purpose of providing funds in addition to the Pledged Revenues and investment earnings thereon to pay the principal of and interest on the Bonds; and

WHEREAS, the Bonds of each Series will be issued under and secured by a Trust Indenture (each, an "**Indenture**") between the Board and such bank, trust company or national banking association appointed to serve as trustee under the Indenture as provided in **Section 2(a)** hereof (the "**Trustee**"); and

WHEREAS, the Bonds will be further secured by the Funds, Accounts and Sub-Accounts established and pledged pursuant to the applicable Indenture; and

WHEREAS, the Board may elect to pay the debt service on the Bonds from time to time in the future from certain interest income, certain property tax revenues and other budgetary sources and in accordance with Section 13 of the Debt Reform Act, the Board may elect to pledge additional moneys of the Board, which may be deposited into one or more special funds of the Board, to pay the debt service on the Bonds; and

WHEREAS, certain of the Pledged Revenues constitute a "governmental revenue source" pursuant to the Debt Reform Act; and

WHEREAS, the Board has determined that the Pledged Revenues, together with estimated investment earnings thereon and moneys held in the funds and accounts pursuant to the Indenture, will provide in each year an amount not less than 1.10 times annual debt service on the Bonds to be paid

from such governmental revenue sources and 1.25 times annual debt service on the Bonds to be paid from any Pledged Revenues that do not constitute a governmental revenue source as described above, which determination is supported by the audit of the School District for the year ended June 30, 2012 which has been accepted by the Board (the “**Audit**”), or is alternatively supported by the report of a feasibility analyst with a national reputation for expertise applicable to such revenue source (the “**Feasibility Report**”), demonstrating the projected sufficiency of the Pledged Revenues to provide the School District with revenues, including without limitation amounts available to the School District in later years and estimated investment earnings thereon and moneys held in the funds and accounts pursuant to the Indenture, in an amount not less than 1.10 times annual debt service on the Bonds to be paid from governmental revenue sources and 1.25 times annual debt service on the Bonds to be paid from Pledged Revenues that do not constitute a governmental revenue source, which Audit the Board has heretofore accepted and approved and which Feasibility Report shall be accepted and approved on behalf of the Board by the Chief Financial Officer (as defined herein) prior to the issuance of any Bonds supported by a revenue source not supported by the Audit; and

WHEREAS, the Board has determined that sufficient funds are not currently available to pay Project costs and that in anticipation of the issuance of the Alternate Bonds authorized by this resolution, the Board has determined that it is necessary to authorize the issuance from time to time of tax anticipation warrants pursuant to Section 34-23 of the School Code and in lieu of issuing tax anticipation warrants to issue bonds, notes or other obligations of the Board pursuant to Section 34-23.5 of the School Code (the tax anticipation warrants and such bonds, notes or other obligations being herein called the “**Interim Obligations**”) for the purpose of providing funds for the initial financing of Project costs; and

WHEREAS, the Interim Obligations may be issued from time to time pursuant to the School Code and the Debt Reform Act; with a maximum principal amount outstanding at any time of not to exceed \$300,000,000; and

WHEREAS, in connection with the issuance of the Bonds or the Interim Obligations, the Board may obtain a line of credit from a commercial bank or other financial institution; and

WHEREAS, the Bonds of a Series and Interim Obligations may be sold (i) to an underwriter or a group of underwriters (the “**Underwriters**”) to be designated by the Chief Financial Officer of the Board (the “**Chief Financial Officer**”) with respect to one or more Series of the Bonds or Interim Obligations pursuant to a separate Contract of Purchase (each, a “**Bond Purchase Agreement**”) between the Underwriters and the Board, (ii) in a private placement with an individual investor or group of investors to be designated by the Chief Financial Officer (the “**Placement Purchasers**”) with respect to one or more Series of the Bonds or Interim Obligations pursuant to a separate Placement Agreement between the Placement Purchasers and the Board or other similar agreement for the sale and purchase of the Bonds (each, a “**Placement Agreement**”) or (iii) following distribution of a Notice of Sale and a competitive bidding process, to a bidder or syndicate submitting an offer to purchase one or more Series of the Bonds or Interim Obligations determined by the Chief Financial Officer to be in the best financial interest of the Board (the “**Competitive Purchasers**” and, together with the Underwriters and the Placement Purchasers being referred to herein as the “**Purchasers**”) pursuant to an agreement between the

Competitive Purchasers and the Board (each, a “**Competitive Sale Agreement**” and, together with the Bond Purchase Agreement and the Placement Agreement, a “**Purchase and Sale Agreement**”); and

WHEREAS, any Series of the Bonds and any of the Interim Obligations may be issued as draw down loans; and

WHEREAS, it is necessary for the Board to authorize the sale and issuance of the Bonds and Interim Obligations and to approve and to authorize and direct the sale of the Bonds and Interim Obligations pursuant to one or more of the methods described above, together with the execution of the Indenture, the Purchase and Sale Agreement and certain other agreements and the performance of acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the Bonds and Interim Obligations:

NOW, THEREFORE, Be It Hereby Resolved by the Chicago Board of Education of the Board of Education of the City of Chicago, as follows:

1. *Incorporation of Preambles.* The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

2. *Issuance of Bonds.* (a) Project Alternate Bonds are hereby authorized to be issued by the Board in the aggregate principal amount of not to exceed \$300,000,000 (provided that the aggregate principal amount of Project Alternate Bonds and Interim Obligations outstanding at any time shall not exceed \$300,000,000) for the purposes of (i) paying the costs of the Project, (ii) funding capitalized interest on the Project Alternate Bonds and (iii) paying the costs of issuance of the Project Alternate Bonds, including the costs of a line of credit, bond insurance or other credit enhancement. In addition, Funding Alternate Bonds are hereby authorized to be issued by the Board in the aggregate principal amount of \$300,000,000 for the purposes of (i) refunding Project Alternate Bonds and Interim Obligations; (ii) funding capitalized interest on the Funding Alternate Bonds, (iii) paying the costs of issuance of Funding Alternate Bonds, including costs of a line of credit, bond insurance or other credit enhancement.

The Project Alternate Bonds and the Funding Alternate Bonds may be issued from time to time, in one or more Series, in each case in the aggregate principal amount authorized or such lesser aggregate principal amounts, as may be determined by either the President of the Board or the Chief Financial Officer (each, a “**Designated Official**”). The Bonds of each Series shall be designated “*Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series \_\_\_\_\_*,” with such additions, modifications or revisions as shall be determined to be necessary by either of the Designated Officials at the time of the sale of such Bonds to reflect the order of sale of such Bonds, whether such Bonds are Capital Appreciation Bonds, Current Interest Bonds, Convertible Bonds or Variable Rate Bonds (each as defined herein) and any other authorized features of such Bonds determined by either of the Designated Officials as desirable to be reflected in the title of the Bonds being issued and sold as part of such Series. The Designated Officials are each hereby authorized to appoint a Trustee for each Series of the Bonds so issued; provided, that such Trustee shall be a bank, trust company or national banking association doing business and having a corporate trust office in the State of Illinois and having capital and undivided surplus aggregating at least \$15,000,000 or shall be a wholly owned subsidiary of such an entity. The Bonds of each Series shall be issued and secured pursuant to the terms of an Indenture (i) authorizing Capital Appreciation Bonds, Current Interest Bonds, Convertible Bonds (a “**Fixed Rate Indenture**”) or (ii)

authorizing Variable Rate Bonds (a "**Variable Rate Indenture**"). Each of the Designated Officials is hereby authorized to execute and deliver, and the Secretary is hereby authorized to attest, each Fixed Rate Indenture or Variable Rate Indenture on behalf of the Board, each such Indenture to be in substantially the respective form executed and delivered in connection with previous issues of Fixed Rate Bonds and Variable Rate Bonds and previous issues secured by some or all of the Pledged Revenues, but with such changes therein as shall be within the authorizations granted by this Resolution as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such Designated Official's approval and this Board's approval of any changes or revisions therein from the respective forms of Fixed Rate Indenture and Variable Rate Indenture authorized hereby.

The details of the sale of the Bonds as described in the notification of sale of such Bonds delivered by a Designated Official pursuant to **Section 4(e)** hereof and all provisions relating to the authorized denomination, registration, transfer and redemption of such Bonds, within the limitations set forth herein, shall be set forth in each Indenture executed and delivered by a Designated Official as described herein.

(b) In order to secure the payment of the principal of, redemption price of, interest on and the Compound Accreted Value (as hereinafter defined) of each Series of the Bonds, the Board hereby pledges the Pledged Revenues to the payment thereof, and the Board covenants and agrees to provide for, collect and apply such Pledged Revenues, together with investment earnings thereon and moneys held in the funds and accounts pursuant to each Indenture, to the payment of the Bonds and the provision of an additional .10 times annual debt service in the case of Bonds to be paid from a governmental revenue source or an additional .25 times annual debt service in the case of Bonds to be paid from Pledged Revenues that do not constitute a governmental revenue source. The determination of the sufficiency of the Pledged Revenues and estimated investment earnings pursuant to this paragraph (b) is supported by the Audit or the Feasibility Report, as applicable, and acceptance of the Audit by the Board and of the Feasibility Report by the Chief Financial Officer, on behalf of the Board, constitutes conclusive evidence that the conditions of Section 15 of the Debt Reform Act have been met. Each of the Designated Officials is authorized to allocate all or a portion of the Pledged Revenues to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of each Series of the Bonds and the Indenture pursuant to which such Series of Bonds is issued and the notification of sale of such Series of the Bonds delivered by the Designated Officials pursuant to **Section 4(e)** hereof shall identify the specific Pledged Revenues allocated to such Series. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the Board, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues and investment earnings as described herein, from the levy of the Pledged Taxes as provided in the Debt Reform Act and as set forth below.

(c) All or any portion of the Bonds may be issued as bonds payable in one payment on a fixed date (the "**Capital Appreciation Bonds**"). Any Bonds issued as Capital Appreciation Bonds shall be dated the date of issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be numbered as determined by the Trustee and shall be in denominations equal to the original principal amounts of such Capital Appreciation Bonds or any integral multiple thereof, each

such original principal amount representing Compound Accreted Value (as hereinafter defined) at maturity (the **"Maturity Amount"**) of \$5,000 or any integral multiple thereof. As used herein, the **"Compound Accreted Value"** of a Capital Appreciation Bond on any date of determination shall be an amount equal to the original principal amount plus an investment return accrued to the date of such determination at a semiannual compounding rate which is necessary to produce the yield to maturity borne by such Capital Appreciation Bond.

All or any portion of the Bonds may be issued as Bonds bearing interest at fixed rates and paying interest semiannually (the **"Current Interest Bonds"**). The Current Interest Bonds shall be dated such date as shall be agreed upon by a Designated Official and the purchasers of the Current Interest Bonds, shall be in fully registered form, shall be in denominations of \$5,000 each and any integral multiple thereof, and shall be numbered as determined by the Trustee.

The Bonds may be initially issued as Capital Appreciation Bonds containing provisions for the conversion of the Compound Accreted Value of such Bonds into Current Interest Bonds (the **"Convertible Bonds"**) at such time following the initial issuance as shall be approved by a Designated Official. While in the form of Capital Appreciation Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this Resolution relating to Capital Appreciation Bonds and while in the form of Current Interest Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this Resolution relating to Current Interest Bonds. In connection with the issuance and sale of any Convertible Bonds, the terms and provisions relating to the conversion of the Compound Accreted Value of such Convertible Bonds into Current Interest Bonds shall be contained in the Fixed Rate Indenture executed and delivered by a Designated Official at the time of sale of such Convertible Bonds.

All or any portion of the Bonds may be issued as bonds bearing interest at variable rates adjustable and payable from time to time, including, but not limited to, bonds bearing interest at variable rates that are adjusted and reset from time to time as may be necessary to cause such Bonds to be remarketable from time to time (the **"Variable Rate Bonds"**). The Variable Rate Bonds shall be dated such date as shall be agreed upon by a Designated Official and shall be numbered as determined by the applicable Trustee. All references herein to the payment of principal of any Variable Rate Bonds shall also include the payment of tender or purchase price of such Bonds as shall be specified in the Variable Rate Indenture executed and delivered by a Designated Official pursuant to which such Variable Rate Bonds are issued.

The Bonds shall be dated as of a date not earlier than June 1, 2013, as determined by a Designated Official at the time of sale thereof. The principal of the Bonds shall become due and payable on any date not later than December 1, 2045, and, if issued as Current Interest Bonds, Capital Appreciation Bonds or Convertible Bonds, such Bonds shall bear interest at a rate or rates not to exceed 9 percent per annum (computed upon the basis of a 360-day year of twelve 30-day months) and payable on such dates as shall be determined by a Designated Official at the time of sale thereof, all as shall be determined by a Designated Official at the time of sale of such Bonds.

The Variable Rate Bonds shall bear interest from time to time at such rates determined (i) by such remarketing or other indexing agent as shall be selected by a Designated Official for that purpose or (ii) pursuant to such index or indices as shall be selected by a Designated Official for that purpose, which interest rate or rates shall not exceed the maximum permitted by law for obligations of the Board, but in no event more than 15 percent per annum, subject to the provisions of **Section 4(d)** hereof. The method of determining the interest rate to be borne from time to time by the Variable Rate Bonds of any Series shall be specified in the applicable Variable Rate Indenture. Each Variable Rate Bond shall bear interest at such rates payable on such dates as shall be determined by a Designated Official at the time of sale of such Bonds and specified in the applicable Variable Rate Indenture.

(d) The Bonds of each Series may be redeemable prior to maturity at the option of the Board, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of such Bonds being redeemed, plus accrued interest to the date of redemption), as shall be determined by a Designated Official at the time of the sale thereof. The Bonds of each Series may be made subject to sinking fund redemption, at par and accrued interest to the date fixed for redemption, as determined by a Designated Official at the time of the sale thereof; provided, that such Bonds shall mature not later than the date set forth in **Section 2(c)** hereof.

Any Variable Rate Bonds may be made subject to optional or mandatory tender for purchase by the owners thereof at such times and at such prices (to be expressed as a percentage of the principal amount of such Bonds being tendered for purchase) as shall be determined by a Designated Official at the time of sale of such Variable Rate Bonds and specified in the applicable Variable Rate Indenture. In connection with the remarketing of any Variable Rate Bonds so tendered for purchase under the terms and conditions specified in the applicable Variable Rate Indenture, each of the Designated Officials is hereby authorized to execute on behalf of the Board one or more remarketing agreements with such national banking associations, banks, trust companies, investment bankers or other financial institutions as shall be selected by a Designated Official reflecting the terms and provisions of the Variable Rate Bonds and containing such provisions as the Designated Official executing the same shall determine are necessary or desirable in connection with the sale of some or all of the Bonds as Variable Rate Bonds.

(e) The Bonds of each Series may initially be issued in book-entry only form as provided in the applicable Indenture. The Bonds shall be executed by the manual or duly authorized facsimile signature of the President of the Board and attested by the Secretary of the Board by the manual or duly authorized facsimile signature of the Secretary and prepared in the respective forms as provided in the applicable Indenture.

(f) Any Series of the Bonds may be issued to evidence a draw down loan such that the principal amount of the loan evidenced by such Series of Bonds will be borrowed from time to time on such dates and in such principal amounts as determined by the Designated Official.

(g) The payment of Project Alternate Bonds may be secured by a pledge of the proceeds of sale of Funding Alternate Bonds. For any Project Alternate Bonds refunded by the issuance of Funding Alternate Bonds pursuant to and in accordance with Section 15(e) of the Debt Reform Act, the determination that the term of such Funding Alternate Bonds is not longer than the term of the Project Alternate Bonds so refunded and that the debt service payable in any year on the Funding Alternate

Bonds does not exceed the debt service payable in such year on the Project Alternate Bonds so refunded shall be made by either of the Designated Officials, who shall also execute a certification attesting to said determination. In connection with the issuance of any Funding Alternate Bonds meeting the requirements of this paragraph (g), either of the Designated Officials may determine that such Funding Alternate Bonds are issued under this resolution but do not constitute bonds issued under the 2012 Authorization. In the event that a refunding of any or all Project Alternate Bonds is undertaken pursuant to this paragraph (g), either Designated Official is hereby authorized to pledge as payment for said Funding Alternate Bonds any revenue sources identified in the 2012 Authorization, provided that such pledge shall be consistent with existing bond covenants and restrictions and Board policies.

3. *Tax Levy; Pledged Taxes.* (a) For the purpose of providing funds in addition to the Pledged Revenues to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the School District, in the years for which any of the Bonds are outstanding, a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the School District the following direct annual taxes:

FOR THE LEVY YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF
2013	\$132,000,000
2014	131,000,000
2015	130,000,000
2016	130,000,000
2017	130,000,000
2018	130,000,000
2019	130,000,000
2020	130,000,000
2021	130,000,000
2022	130,000,000
2023	130,000,000
2024	130,000,000
2025	130,000,000
2026	130,000,000
2027	130,000,000
2028	130,000,000
2029	130,000,000
2030	130,000,000
2031	130,000,000
2032	130,000,000
2033	94,000,000
2034	93,000,000
2035	90,000,000
2036	132,000,000
2037	132,000,000
2038	132,000,000
2039	132,000,000
2040	132,000,000
2041	132,000,000
2042	132,000,000
2043	132,000,000
2044	132,000,000

provided, that in connection with the issuance of Variable Rate Bonds, in furtherance of the general obligation full faith and credit promise of the Board to pay the principal and redemption price of and interest on the Bonds, the Board will take all actions necessary to levy upon all of the taxable property within the School District, in the years for which any of the Bonds are outstanding, a direct annual tax, including any direct annual tax required to be levied in excess of that levied in this Resolution, for collection on a timely basis to make such payments (the taxes levied or to be levied pursuant to this **Section 3(a)**, being referred to herein as the “**Pledged Taxes**”).



(b) After this Resolution becomes effective, a copy hereof, certified by the Secretary of the Board, shall be filed with each of the County Clerks of The Counties of Cook and DuPage, Illinois (the “County Clerks”); and the County Clerks shall in and for each of the years required, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said year in and by the Board for general corporate purposes of the Board; and in said year the Pledged Taxes shall be levied and collected by and for and on behalf of the Board in like manner as taxes for general corporate purposes of the Board for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, if required pursuant to any escrow or similar agreement executed and delivered pursuant to **Section 5** hereof, the taxes hereby levied shall be deposited with the designated bank, trust company or national banking association.

(c) At the time and in the manner set forth in each Indenture, the Board shall direct the abatement of the Pledged Taxes in whole or in part.

(d) The notification of sale of any Series of the Bonds delivered by the Designated Officials pursuant to **Section 4(e)** hereof may provide for the allocation of all or a portion of the Pledged Taxes levied for any year pursuant to this Resolution to the payment of the principal and redemption price of and interest on such Series of the Bonds.

4. *Sale of the Bonds, Purchase and Sale Agreements.* (a) Each Series of the Bonds shall be sold and delivered to the Purchasers, subject to the terms and conditions of the applicable Purchase and Sale Agreement; provided, (i) that the aggregate purchase price of any Current Interest Bonds or Variable Rate Bonds shall be not less than 97 percent of the principal amount thereof to be issued (less any original issue discount used in the marketing thereof) plus accrued interest from their date to the date of delivery thereof, (ii) that the aggregate purchase price of any Capital Appreciation Bonds or Convertible Bonds shall not be less than 97 percent of the aggregate original principal amount thereof and (iii) that the compensation paid to the Purchasers in connection with the sale of any Variable Rate Bonds shall not exceed 3 percent of the principal amount thereof. The Chief Financial Officer is hereby authorized to execute and deliver on behalf of the Board a Purchase and Sale Agreement with respect to the sale of the Bonds of each Series, which (i) in the case of a Bond Purchase Agreement shall be in substantially the form used in previous financings of the Board and (ii) in the case of a Placement Agreement or a Competitive Sale Agreement shall contain terms and provisions no less favorable to the Board as those contained in a Bond Purchase Agreement. Any such Purchase and Sale Agreement shall contain such final terms as shall be approved by the Chief Financial Officer, such approval to be evidenced by such Chief Financial Officer's execution thereof, and the Chief Financial Officer is also authorized to do all things necessary and essential to effectuate the provisions of such Purchase and Sale Agreement, as executed, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. The Chief Financial Officer shall make a finding in connection with the execution of each Purchase and Sale Agreement that (i) the Bonds sold thereunder have been sold at such price and bear interest at such rate that neither the true interest cost (yield) nor the net interest rate

received upon the sale of such Bonds exceeds the maximum rate otherwise authorized by applicable law, and (ii) that no person holding any office of the Board, either by election or appointment, is in any manner interested, either directly or indirectly, in his or her own name, in the name of any other person, association, trust or corporation, in the Indenture, any escrow or similar agreement executed and delivered pursuant to **Section 5** hereof, the applicable Purchase and Sale Agreement or any agreement with a Bond Insurer, Debt Reserve Credit Facility Provider or Credit Provider authorized by paragraphs (b), (c) and (d) of this Section, or in the issuance and sale of such Bonds, in accordance with the laws of the State of Illinois and the Code of Ethics of the Board (Board Rule No. 11-0525-PO2, as amended).

(b) In connection with any sale of the Bonds of each Series, each of the Designated Officials is hereby authorized to obtain a bond insurance policy from such recognized bond insurer as such Designated Official shall determine (the **"Bond Insurer"**) if said Designated Official determines such bond insurance policy to be desirable in connection with the sale of such Series of Bonds. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Bond Insurer that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution and to pay upfront or annual fees to the Bond Insurer in connection therewith.

(c) In lieu of, or in addition to, the deposit of proceeds of the Bonds of any Series or other funds into a debt service reserve fund as authorized in paragraph (g) of this Section, each of the Designated Officials is hereby authorized to obtain a debt reserve credit facility from such recognized provider as such Designated Official shall determine (the **"Debt Reserve Credit Facility Provider"**) if such Designated Official determines such debt reserve credit facility to be desirable in providing for the funding of any required debt service reserve fund. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Debt Reserve Credit Facility Provider that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution, including the payment of reasonable fees to any Debt Reserve Credit Facility Provider.

(d) In connection with the sale of the Bonds of any Series, to provide additional security and liquidity for such Bonds, each of the Designated Officials is hereby authorized to obtain a letter of credit, line of credit or other credit or liquidity facility, including similar agreements with or facilities issued by a Bond Insurer (a **"Credit Facility"**), if determined by such Designated Official to be desirable in connection with such sale of Bonds. Each of the Designated Officials is hereby further authorized to appoint one or more banks, Bond Insurers or other financial institutions to issue such Credit Facility (the **"Credit Provider"**) and to execute and deliver on behalf of the Board a credit, reimbursement or similar agreement (the **"Credit Agreement"**) providing for the issuance of the Credit Facility and the obligation of the Board to repay funds borrowed under the Credit Facility or advances made by the Credit Provider under the Credit Facility with respect to such Bonds. The Credit Facility may be in a form that provides for the purchase of such Bonds by the Credit Provider (any such Bond so purchased being referred to as a **"Bank Bond"**) and the Indenture as executed and delivered shall reflect the terms and provisions of such Bank Bonds. Any Bonds outstanding as Bank Bonds shall be secured as provided in the applicable

Indenture. The annual fee paid to any Credit Provider for the provision of a Credit Facility shall not exceed 3 percent of the amount available to be drawn or advanced under such Credit Facility.

The Credit Agreement may provide that alternative interest rates or provisions will apply during such times as the Bonds constitute Bank Bonds or the Board has outstanding repayment obligations to the Credit Provider (the “**Credit Provider Rate**”), which Credit Provider Rate shall not exceed the maximum permitted by law, but in no event more than 15 percent per annum (the “**Maximum Credit Provider Rate**”). The Credit Agreement may further provide that to the extent the Credit Provider Rate determined at any time pursuant to the Credit Agreement exceeds the Maximum Credit Provider Rate, such excess may accrue at the then-applicable Credit Provider Rate (but in no event may such excess accrue at a rate in excess of 25 percent per annum) and be added to the Credit Provider Rate at such time or times thereafter as the Credit Provider Rate shall be less than the Maximum Credit Provider Rate; provided, that at no time shall the Credit Provider Rate per annum exceed the Maximum Credit Provider Rate.

Any Credit Facility obtained as provided herein shall cause the Bonds secured thereby to bear an investment grade rating from at least two nationally recognized rating services.

(e) Subsequent to the sale of the Bonds of any Series, either or both of the Designated Officials shall file in the Office of the Secretary of the Board a notification of sale directed to the Board setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions and interest rates for the Bonds sold, (ii) a description of the specific Pledged Revenues pledged to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of the Bonds of such Series, (iii) the principal amounts of the Bonds sold as Current Interest Bonds, Capital Appreciation Bonds, Convertible Bonds and Variable Rate Bonds, respectively, (iv) in the case of Bonds sold as Capital Appreciation Bonds and Convertible Bonds, (A) the Original Principal Amounts of and Yields to Maturity on the Capital Appreciation Bonds and Convertible Bonds being sold, and (B) a table of Compound Accreted Value per \$5,000 Maturity Amount for any Capital Appreciation Bonds and Convertible Bonds being sold, setting forth the Compound Accreted Value of each such Capital Appreciation Bond and Convertible Bonds on each semiannual compounding date, (v) the interest rates on the Current Interest Bonds sold or, in the case of Variable Rate Bonds, a description of the method of determining the interest rate applicable from time to time to such Variable Rate Bonds, (vi) debt service schedules for the Bonds, together with determinable investment earnings from the investment of moneys held in the funds and accounts pursuant to the Indenture, demonstrating that the Pledged Revenues and said investment earnings and moneys held in the funds and accounts pursuant to the Indenture, are expected to be in an amount sufficient to provide the debt service coverage described in **Section 2(b)** hereof, (vii) the terms and provisions for the conversion of the Compound Accrued Value of any Convertible Bonds issued hereunder into Current Interest Bonds, (viii) the application of the proceeds of such Bonds for the purposes and within the limitations set forth in paragraph (g) of this Section, (ix) if a bond insurance policy is obtained as authorized herein, the identity of the Bond Insurer issuing the bond insurance policy and the premium and any fees required to be paid thereto, (x) if a debt reserve credit facility is obtained as authorized herein, the identity of the Debt Reserve Credit Facility Provider issuing

the debt reserve credit facility, (xi) if a Credit Facility is obtained as authorized herein, the identity of the Credit Provider issuing the Credit Facility, and a copy of the Credit Agreement between the Board and such Credit Provider shall be attached to said notification of sale, (xii) if the Bonds are issued as a draw down loan, the anticipated draw dates and estimated draw amounts; (xiii) the identity of the Trustee designated pursuant to **Section 2** hereof with respect to the Bonds, (xiv) in the case of Funding Alternate Bonds, the identification of the Project Alternate Bonds or Interim Obligations to be refunded with proceeds of the Funding Alternate Bonds, and (xv) the identity of and the compensation paid to the Purchasers in connection with such sale.

In the event that the Designated Official executing such notification of sale determines that the Bonds have been sold in such principal amount or maturing or bearing interest so as to require the levy of taxes in any year less than the amount specified therefor in **Section 3(a)** hereof, then such Designated Official shall include, in the notification of sale described in this Section, the amount of reduction in the amount levied in **Section 3(a)** hereof for each year resulting from such sale, and in addition, either or both of the Designated Officials shall file in the respective offices of the County Clerks certificates of tax abatement for such years. In the case of Variable Rate Bonds, such amounts to be abated from taxes levied may be determined by reference to any projections of debt service on such Variable Rate Bonds provided to the Board at the time of sale of such Bonds. No such reduction in the amounts levied in **Section 3(a)** hereof need be made nor must any certificate of tax abatement be filed as described in the preceding sentence until either or both of the Designated Officials have determined that any amount so levied in **Section 3(a)** hereof will not be needed to secure the Bonds being sold at that time or any Series of Bonds to be sold in the future. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of taxes levied pursuant to **Section 3(a)** hereof, shall indicate the amount of reduction in the amount of taxes levied by the Board resulting from the sale of such Bonds, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by the County Clerks.

(f) The distribution of a Preliminary Official Statement, Private Placement Memorandum or Notice of Public Sale relating to each Series of the Bonds (the “**Disclosure Document**”) in substantially the respective forms delivered in connection with previous issues of Fixed Rate Bonds and Variable Rate Bonds and previous issues secured by some or all of the Pledged Revenues, but with such changes as shall be approved by a Designated Official to reflect the terms of the Bonds proposed to be sold and the method of sale of such Bonds, is hereby in all respects, ratified, authorized and approved and shall be “*deemed final*” for purposes of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (“**Rule 15c2-12**”), and the proposed use by the Underwriters or the Competitive Purchasers of a final Official Statement (in substantially the form (i) of the Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the Bonds being sold or (ii) authorized herein for a Preliminary Official Statement if none is used in the marketing of the Bonds being sold) is hereby approved. Each Designated Official is hereby authorized and directed to execute the final Official Statement or other Disclosure Document, as appropriate, on behalf of the Board.

In connection with the sale of a Series of the Bonds, the Designated Officials are hereby authorized to provide to prospective Private Purchasers such information regarding the Board's operations and finances as would typically be included in a Disclosure Document and to enter into such discussions and negotiations with such prospective Private Purchasers as such Designated Officials shall deem appropriate. In addition, the Designated Officials are hereby authorized to prepare a Notice of Sale for distribution to potential bidders in connection with a public, competitive sale of a Series of the Bonds and to take all actions necessary to conduct any such sale.

(g) The proceeds from the sale of each Series of the Project Alternate Bonds shall be applied to (i) the payment of costs of the Project, (ii) the funding capitalized interest on such Project Alternate Bonds and (iii) the payment of the expenses related to the issuance of such Project Alternate Bonds, including, without limitation, fees to be paid to Bond Insurers, Credit Providers or remarketing or other agents retained in connection with the issuance of Variable Rate Bonds, and such proceeds shall be applied as provided in the applicable Indenture. The proceeds from the sale of each Series of the Funding Alternate Bonds shall be applied to (i) the refunding of Project Alternate Bonds and Interim Obligations; (ii) the funding of capitalized interest on such Funding Alternate Bonds; (iii) the payment of the expenses related to the issuance of such Funding Alternate Bonds, including without limitation, fees to be paid to Bond Insurers, Credit Providers or remarketing or other agents retained in connection with the issuance of Variable Rate Bonds, and such proceeds shall be applied as provided in the applicable Indenture. In addition, proceeds from the sale of a Series of the Bonds in the amount of not to exceed 10% of the principal amount thereof may be deposited into a debt service reserve fund to be held under the applicable Indenture upon the direction of the Chief Financial Officer if it is determined that the creation of such debt service reserve fund is necessary and required in connection with the sale of such Bonds. All of such proceeds are hereby appropriated for the purposes specified in this paragraph.

(h) The Chief Financial Officer of the Board is hereby authorized to enter into or approve such agreements with investment providers as shall be necessary or advisable in connection with the investment of any funds on deposit under the Indenture, to the extent such investments are authorized under the terms of the Indenture, the Investment Policy of the Board and applicable law, as in effect from time to time.

(i) Either of the Designated Officials is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by either of the Designated Officials, the purpose of which is to provide to the Board an interest rate basis, cash flow basis or other basis from that provided in the Bonds for the payment of interest. The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of the Bonds issued hereunder (net of offsetting transactions entered into by the Board). For purposes of the immediately preceding sentence, "offsetting transactions" shall include any transaction which is intended to hedge, modify or otherwise affect another outstanding transaction or its economic results. The offsetting transaction need not be based on the same index or rate option as the related Bonds or the transaction being offset and need not be with the same counterparty as the transaction being offset. Examples of offsetting transactions include, without limitation, a floating-to-fixed rate interest rate swap being offset by a fixed-to-

floating rate interest rate swap, and a fixed-to-floating rate interest rate swap being offset by a floating-to-fixed rate interest rate swap or an interest rate cap or floor or a floating-to-floating interest rate swap.

Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency-Single Jurisdiction version or the Multicurrency-Cross Border version of the current ISDA Master Agreement accompanied by the U.S. Municipal Counterparty Schedule published by the International Swap Dealers Association (the “ISDA”) or any successor form to either published by the ISDA, and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the appropriate Designated Official executing the same, such execution to constitute conclusive evidence of Board’s approval of such insertions, completions and modifications thereof. Amounts payable by the Board under any such agreement shall (i) be payable solely and only from the sources actually pledged to the payment of the Bonds as described in **Section 2(b)** of this Resolution, or (ii) constitute operating expenses of the Board payable from any moneys, revenues, receipts, income, assets or funds of the Board available for such purpose, as shall be determined by the Designated Official executing the same. Nothing contained in this **Section 4(i)** shall limit or restrict the authority of any officer of the Board to enter into such agreements pursuant to prior or subsequent authorization of the Board.

5. *Escrow of Pledged Revenues.* If deemed necessary and desirable to provide additional security for any Bonds, each of the Designated Officials is hereby authorized to execute and deliver on behalf of the Board, and the Secretary is authorized to attest, a form of escrow or other similar agreement with a bank, trust company or national banking association having the same qualifications as those set forth in **Section 2(a)** for a Trustee, reflecting the issuance of the Bonds and such segregation of Pledged Revenues and Pledged Taxes as the Designated Official executing such agreement shall deem appropriate.

6. *Pledged Taxes Escrow Direction.* Each of the Designated Officials is hereby authorized, pursuant to authority contained in Section 20-90 of the Property Tax Code of the State of Illinois, as amended, to execute a written direction to the County Collectors of The Counties of Cook and DuPage, Illinois (the “County Collectors”), (i) to deposit the collections of the Pledged Taxes as and when extended for collection directly with such escrow agent designated pursuant to **Section 5** in order to secure the payment of the principal of and interest on the Bonds, and (ii) to the extent necessary, advising the County Collectors of the abatement of the Pledged Taxes. The Designated Officials are authorized to file a certified copy of this Resolution with each of the County Collectors.

7. *Interim Borrowing.* The Board has determined that it is in the best interest of the School District to authorize the issuance of Interim Obligations to finance the costs of the Project in anticipation of the issuance of the Funding Alternate Bonds authorized by Section 2 hereof. Accordingly, there is a need to authorize the issuance of the Interim Obligations pursuant to Section 34-23 or Section 34-23.5 of the School Code and the Debt Reform Act. There is hereby authorized to be issued Interim Obligations, which may be issued as tax anticipation warrants pursuant to Section 34-23 of the School Code or as notes, bonds or other obligations of the School District pursuant to Section 34-23.5 of the School Code, as determined by the Designated Official, and in connection with such borrowing the Designated Official

may determine that it is in the best interest of the School Board to establish a line of credit with a commercial bank or other financial institution as authorized by Section 34-23.5 of the School Code. The payment of any Interim Obligation issued pursuant to Section 34-23 or Section 34-23.5 may be secured by a pledge of property tax revenues as provided by said Sections and may be additionally secured by a pledge of the proceeds of sale of Funding Alternate Bonds to be issued to refund such Interim Obligations.

The maximum principal amount of Project Alternate Bonds and Interim Obligations outstanding at any time shall not exceed \$300,000,000. Interim Obligations shall bear interest at fixed or at variable rates, as determined by the Designated Official, provided that the maximum rate of interest on any Interim Obligation shall not exceed nine percent (9%) per annum. The principal amount of Interim Obligations issued pursuant to Section 34-23 or Section 34-23.5 of the School Code shall not exceed 85% of the amount of property taxes most recently levied by the School District for educational and building purposes and each such Interim Obligation shall mature or be subject to mandatory redemption within 60 days after the property tax revenues with respect to such property taxes have been received by the Board and in no event later than March 1, 2014 with respect to Interim Obligations issued in anticipation of the 2012 tax levy receipts and March 1, 2015 with respect to Interim Obligations issued in anticipation of the 2013 tax levy receipts. Authority is hereby delegated to the Designated Official to sell Interim Obligations subject to the same limitations as provided by this resolution with respect to the sale of Bonds.

Any Interim Obligation may be issued to evidence a draw down loan such that the amount of the loan evidenced by the Interim Obligation will be borrowed from time to time on such dates and in such principal amounts as determined by the Designated Official.

In connection with the issuance of any Interim Obligation, a Designated Official, acting on behalf of the Board, may obtain a line of credit and enter into a credit facility agreement with any commercial bank or other financial institution as may be selected by a Designated Official. The fee paid to any provider of a line of credit shall not exceed \$3,000,000 per year.

8. *Tax-Exemption and Non-Arbitrage.* Each of the Designated Officials is hereby authorized to take any other actions and to execute any other documents and certificates necessary to assure that the interest payments with respect to the Bonds of each Series and Interim Obligations are excludable from gross income for Federal income tax purposes, to assure that the Bonds do not constitute “*arbitrage bonds*” or “*private activity bonds*” under the Internal Revenue Code of 1986, as amended, and to effectuate the issuance and delivery of the Bonds and Interim Obligations, including but not limited to the execution and delivery of a Tax Agreement; *provided*, however, that any of the Bonds or Interim Obligations may be issued as Bonds or Interim Obligations the interest on which is includible in the gross income of the owner thereof for federal income tax purposes if determined by a Designated Official to be beneficial to the Board.

9. *Continuing Disclosure Undertaking.* Each of the Designated Officials is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings (each, a “**Continuing Disclosure Undertaking**”) evidencing the Board’s agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, as applicable to the Bonds of each Series and to Interim Obligations.

Notwithstanding any other provision of this Resolution or any Indenture, the sole remedies for any failure by the Board to comply with a Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond or Interim Obligation to seek mandamus or specific performance by court order to cause the Board to comply with its obligations under the applicable Continuing Disclosure Undertaking. Each Continuing Disclosure Undertaking shall be in substantially the form used in previous financings of the Board, but with such changes therein as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such official's approval and this Board's approval of any changes or revisions therein from such form of Continuing Disclosure Undertaking.

10. *Transfers of Funds.* The Designated Officials are authorized to transfer funds from the General Operating Fund to the Capital Projects Fund for the purpose of paying the costs of capital improvements, including Project costs.

11. *Further Acts.* Each of the Designated Officials, officials or officers of the Board are hereby authorized to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Bonds and Interim Obligations, including, but not limited to, the exercise following the delivery date of the Bonds or Interim Obligations of any power or authority delegated to such official under this Resolution with respect to the Bonds or Interim Obligations upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

All actions of the officials or officers of the Board that are in conformity with the purposes and intent of this Resolution are hereby in all respects ratified, approved, and confirmed.

12. *Severability.* The provisions of this Resolution are hereby declared to be severable; and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions.

13. *Repealer and Effective Date.* All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption.

13-0724-RS4

**RESOLUTION AUTHORIZING PAYMENT TO VARIOUS PROVIDERS FOR  
PROPORTIONATE SHARE SPECIAL EDUCATION SERVICES TO  
PARENTALLY-PLACED PRIVATE SCHOOL STUDENTS WITH DISABILITIES**

**WHEREAS**, to meet the requirements of the federal Individuals with Disabilities Education Act (IDEA), every year the District must expend a proportionate share of federal IDEA funds by and through a public school program that provides and ensures equitable special education services for eligible parentally-placed private school students with disabilities [20 U.S.C. 1412(a)(10); 34 CFR §§300.130-300.144];

**WHEREAS**, the formula for determining the proportionate share amount is based on the total number of eligible parentally-placed students with disabilities ages 3 through 21 attending private schools located in the City of Chicago in relation to the total number of eligible public and private school students with disabilities ages 3 through 21 in the District's jurisdiction;

**WHEREAS**, IDEA requires the District to undertake Child Find activities to identify and evaluate parentally-placed private school students to determine their IDEA eligibility, to ensure an accurate count of eligible parentally-placed private school students with disabilities and ensure their equitable participation in proportionate share special education and related services;

**WHEREAS**, based on the IDEA proportionate share formula, the District estimates that the FY 2014 proportionate share amount of IDEA funds to be expended by the District is approximately \$2,500,000, with the final amount to be determined by the Illinois State Board of Education (ISBE) and reported to the District by January 2014;



**WHEREAS**, the District, by and through the Office of Diverse Learner Supports and Services and the Office of Budget and Grants Management engages in timely and meaningful consultation with officials from private schools, as required by IDEA, by: (a) conducting needs assessments with the various 240+ private schools; (b) meeting with private schools to administer Child Find activities; (c) meeting with private school affiliate groups to discuss annual proportionate share determinations, planning, program implementation, administration and fiscal updates and the day-to-day operation of program services; (d) identifying special education services offered under the program such as instructional, social work, occupational therapy, physical therapy, speech-language, assistive technology, nursing, psychology, augmentative communication, counseling, audiology or vision; (e) identifying how, where and by whom the special education and related services will be provided to eligible students with Service Plans; and (f) establishing how the special education and related services will be monitored and assessed for effectiveness;

**WHEREAS**, the District, in collaboration with private school representatives, establishes a Service Plan for each eligible student based on the evaluation/assessment of student's special education needs conducted by the District during the Child Find process;

**WHEREAS**, pursuant to IDEA, proportionate share special education services may be provided directly by the District or by third party providers engaged by the District; and since FY2012, proportionate share services have been provided under a District program managed by the Office of Budget and Grants Management and the Office of Special Education and Supports that engages third party service providers;

**WHEREAS**, the Office of Budget and Grants Management operates a process, in collaboration with the Office of Diverse Learner Supports and Services, to ensure that each request for proportionate share special education and related services: (a) is received pursuant to a Service Plan; (b) is allowable, reasonable and necessary; (c) is in compliance with federal regulations and guidelines applicable to such services and expenditures; and (d) to the extent feasible and practicable, is fulfilled by engaging a third party provider under an existing District contract;

**WHEREAS**, Board Rule 7-2.2 specifies that payments of proportionate share federal education funds for the purchase of goods and services for eligible private school students under various Federal title programs are not subject to the competitive procurement requirements set out in Board Rule 7-2 and further that the Chief Executive Officer and Chief Education Officer may authorize such expenditures up to \$75,000. Any expenditure that exceeds \$75,000 requires Board approval; and

**WHEREAS**, in accordance with Board Rule 7-2.2, the Board wishes to authorize payment of FY2014 proportionate share funds to various third party providers for the provision of special education services to eligible parentally-placed private school students with disabilities.

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

1. The Office of Budget and Grants Management shall operate a program in collaboration with the Office of Diverse Learner Supports and Services to provide proportionate share special education and related services to parentally-placed private school students with disabilities under a Service Plan in accordance with IDEA requirements.
2. The Budget and Grants Officer, or her designee and the Officer of Diverse Learner Supports and Services, or her designee, shall ensure meaningful consultation with Chicago private schools and their affiliate representatives and the engagement of third party providers to provide allowable, reasonable and necessary proportionate share special education and related services. Nothing in this Resolution prohibits the Budget and Grants Officer or designee from negotiating service rates with such third party providers.
3. The Budget and Grants Officer, or her designee, the Office of Budget and Grants Management is authorized to execute written documents such as quotations from third party providers, statements of work, purchase order requests and other ancillary documents necessary to authorize the purchase of proportionate share special education and related services in accordance with IDEA guidelines, including those purchases in excess of \$75,000.
4. After approval by the Budget and Grants Officer, or her designee, the Office of Budget and Grants Management is authorized to make payments, including those in excess of \$75,000, to various third party providers for costs associated with the provision of proportionate share special education and related services to eligible private school students under a Service Plan.
5. This Resolution authorizes the payment of invoices in IDEA Fiscal Year 2014 from July 1, 2013 until August 31, 2014 for proportionate share special education services to eligible private school students.
6. The authority granted in this Resolution ends August 31, 2014.

13-0724-RS5

**RESOLUTION AUTHORIZING PAYMENT TO VARIOUS PROVIDERS FOR  
PROPORTIONATE SHARE OF TITLE I, II AND III GOODS, MATERIALS AND SERVICES TO  
PRIVATE SCHOOL STUDENTS**

**WHEREAS**, to meet the requirements of the federal Elementary and Secondary Education Act (ESEA), every year the District must expend a proportionate share of federal education funds by and through a public school program that provides and ensures equitable services for eligible students enrolled in a private school located within the City of Chicago and for the professional staff who serve these students [20 U.S.C. 7881 et seq.; 20 U.S.C 6320 et seq.];

**WHEREAS**, the ESEA proportionate share requirements apply to the District's federal formula grants for Title I – Part A (disadvantaged students), Title I – Part D (neglected students), Title II (teacher quality), Title III (limited English proficient students) and the District's federal competitive grant for Title II principal and administrator development;

**WHEREAS**, the District has estimated the proportionate share amounts to be expended in FY 2014 on goods, materials and services for participating private school students and staff under the following Title programs is approximately \$5,400,000, with expenditures as follows:

- (a) \$1,200,000 for Title I – Part A - disadvantaged students (goods, materials, off-site services)
- (b) \$ 800,000 for Title I – Part D - neglected students
- (c) \$3,000,000 for Title II – teacher quality; and
- (d) \$ 400,000 for Title III – limited English proficient students

**WHEREAS**, expenditures for goods, materials, services and allowable teacher stipends under the Titles noted above are collectively referred to in this Resolution as "proportionate share goods, materials and services" and it is further acknowledged that final proportionate share amounts for each Title for FY 2014 will be identified by the Illinois State Board of Education and reported to the District by January 2014;

**WHEREAS**, this Resolution addresses Title I – Part A (off-site services) expenditures which is distinguishable from the provision of proportionate share Title I – Part A (on-site services) which expenditures are authorized under a separate Board Report 12-0723-ED3 in order to comply with federal procurement and program management obligations;

**WHEREAS**, the District, by and through the Office of Budget and Grants Management engages in timely and meaningful consultation with officials from private schools, as required by ESEA, by (a) conducting needs assessments with the various 240+ private schools; (b) meeting with private school affiliate representatives to discuss annual proportionate share determinations, planning, program implementation, administration and fiscal updates and the day-to-day operation of program services; (c) identifying what goods, materials and services will be offered under the program and how, where and by whom they will be provided; and (d) establishing how the services will be assessed and how the results will be used for improvements;

**WHEREAS**, in the provision of equitable services for eligible private school students and teachers, federal regulations specify that the District is required to make all final decisions in administering the program and obligating federal funds and that the role of the private school officials is only to offer suggestions for program design and recommendations on services, programs, materials they would like the District to consider purchasing or providing under the program;

**WHEREAS**, the Office of Budget and Grants Management administers a process to ensure that each request for goods, materials or services under this proportionate share program: (a) is allowable, reasonable and necessary; (b) is in compliance with federal regulations and guidelines applicable to such services and expenditures; and (c) to the extent feasible and practicable, is fulfilled by engaging a third party provider under an existing District contract;

**WHEREAS**, Board Rule 7-2.2 specifies that payments of proportionate share federal education funds for the purchase of goods and services for eligible private school students under various Federal title programs are not subject to the competitive procurement requirements set out in Board Rule 7-2 and further that the Chief Executive Officer and Chief Education Officer may authorize such expenditures up to \$75,000. Any expenditure that exceeds \$75,000 requires Board approval; and

**WHEREAS**, in accordance with Board Rule 7-2.2, the Board wishes to authorize payment of FY2014 proportionate share funds to various third party providers for the provision of proportionate share goods, materials and services to eligible private school students and staff as set out in this Resolution.

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

1. The Office of Budget and Grants Management shall operate a program to provide proportionate share Title I, II and III goods, materials and services for eligible students enrolled in private schools located in the City of Chicago and for the professional staff who serve these students in accordance with ESEA requirements.
2. The Budget and Grants Officer, or her designee shall ensure meaningful consultation with officials of Chicago private schools and their affiliate representatives and the engagement of third party providers to provide allowable, reasonable and necessary proportionate share goods, materials and services. Nothing in this Resolution prohibits the Budget and Grants Officer or designee from negotiating service rates with third party providers.

3. The Budget and Grants Officer, or her designee, the Office of Budget and Grants Management is authorized to execute written documents such as quotations from third party providers, statements of work, purchase order requests and other ancillary documents necessary to authorize the purchase of proportionate share goods, materials or services under these title programs in accordance with federal guidelines, including those purchases in excess of \$75,000.
4. After approval by the Budget and Grants Officer, or her designee, the Office of Budget and Grants Management is authorized to make payments, including those in excess of \$75,000, to various third party providers for costs associated with the provision of proportionate share goods, materials and services to eligible private school students and staff.
5. This Resolution authorizes the payment of invoices in ESEA Fiscal Year 2014 from July 1, 2013 until August 31, 2014 for proportionate share goods, materials and services to eligible private school students and staff.
6. The authority granted in this Resolution ends August 31, 2014.

13-0724-RS6

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

**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-teaching staff and high school student members of local school councils of regular attendance centers to fill mid-term vacancies after considering the preferences of the schools' staffs or students, as appropriate, for candidates for appointment as ascertained through non-binding advisory polls;

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

**Membership Category**

Parent  
Community  
Advocate  
Teacher/JROTC Instructor  
Student

**Method of Candidate Selection**

Recommendation by serving LSC or Board  
Recommendation by serving LSC or Board  
Recommendation by serving LSC or Board  
Non-binding Advisory Staff Poll  
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 is effective immediately upon adoption.

**Exhibit A**

**APPOINTED TEACHER**

**MEMBER**

Tasmie McLennon  
Tanya Cervantes

**REPLACING**

Marilyn Lading  
Angel Aguirre

**SCHOOL**

Portage Park  
Peck

**APPOINTED NON-TEACHING**

**STAFF MEMBER**

Liane Matti  
Latasha Cobbs

**REPLACING**

Position Vacant  
Yvonne Pullum

**SCHOOL**

Bright  
Cameron

**APPOINTED PARENT**

**MEMBER**

None

**REPLACING**

None

**SCHOOL**

None

**APPOINTED COMMUNITY**

**MEMBER**

None

**REPLACING**

None

**SCHOOL**

None

**APPOINTED ADVOCATE**

**MEMBER**

None

**REPLACING**

None

**SCHOOL**

None

**APPOINTED STUDENT**

**MEMBER**

None

**REPLACING**

None

**SCHOOL**

None

13-0724-RS7

**RESOLUTION RE:  
APPOINTMENT OF STUDENT MEMBERS  
TO HIGH SCHOOL LOCAL SCHOOL COUNCILS  
FOR THE TERM OF OFFICE COMMENCING JULY 1, 2013**

**WHEREAS**, the Illinois School Code, 105 ILCS 5/34-2.1, and the Governance of Alternative and Small Schools Policy, B. R. 07-0124-PO2 (Governance Policy), authorize the Board of Education of the City of Chicago to appoint student members to high school local school councils and appointed local school councils for a term of one (1) year commencing July 1 and ending the following June 30 after considering the preferences of the schools' students for candidates for appointment as ascertained through non-binding advisory polls and to exercise absolute discretion in the appointment process;

**WHEREAS**, the high schools identified on the attached Exhibit A conducted non-binding advisory polls during the 2012-2013 school year to ascertain the students' preferences for student candidates for appointment to the schools' local school councils for the term commencing July 1, 2013 and ending June 30, 2014;

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

**WHEREAS**, the Governance Policy also authorizes the Board to appoint the students serving as the Cadet Battalion Commander or highest-ranking Cadet Officer to the appointed boards of governors of the military academy high schools for a term of one (1) year commencing July 1 and ending June 30 and the names of those students at the military academy high schools identified on the attached Exhibit A have been forwarded to the Board for appointment to the schools' board of governors for the term commencing July 1, 2013 and ending June 30, 2014:

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

1. The students identified on the attached Exhibit A are hereby appointed to serve as student representatives on the local school councils, appointed local school councils or boards of governors of the identified schools for the term of office commencing July 1, 2013 and ending June 30, 2014.
2. This Resolution is effective immediately upon adoption.

**EXHIBIT A  
LSC STUDENT MEMBERS  
APPOINTED FOR 2013-2014 TERM**

<b><u>School</u></b>	<b><u>Student</u></b>
CLEMENTE COMM. ACAD. HS	Sashalee Montes
CORLISS HS	Tyrone Hosch
CURIE METRO HS	Jose Manuel Hernandez
HOPE HS	Jasmine Brown
MORGAN PARK HS	Chelsea Brown
WESTINGHOUSE COLL. PREP. HS	Carmen Hernandez

13-0724-PO1

**AMEND BOARD REPORT 08-0827-PO5**  
**DEBT MANAGEMENT POLICY**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board amend Board Report 08-0827-PO4, the Debt Management Policy.

**POLICY TEXT:****I. Purpose and Goals**

The purpose of this policy is to enhance the Board's ability to manage its debt in a fiscally conservative and prudent manner. The effects of decisions regarding types of issue, method of sale, and payment structure directly impact the Board's finances. To ensure the Board's continued access to the capital markets, the Board has established a "Debt Management Policy" to provide goals and guidelines for the Board's debt issuance activity and use of tax-exempt financed proceeds.

In following this policy, the Board shall pursue the following goals:

- The Board will endeavor to attain the best possible credit rating in order to reduce interest costs.
- The Board will take all practical precautions and proactive measures to avoid financial decisions that can negatively impact credit ratings.
- The Board will determine the amortization (maturity) schedule that will best fit within the overall existing debt structure at the time the new debt is issued.
- When issuing debt, the Board will determine the mix of variable and fixed rate debt that best manages its overall interest costs, while considering risks and benefits associated with each type of debt.
- The Board will explore, assess risk, and implement innovative structuring ideas including the use of derivative instruments when they are consistent with the above goals.
- The Board will remain mindful of debt burdens in relation to equalized assessed value growth within the school district, overlapping debt of other local governments, the tax burden associated with long-term capital requirements, and other debt burden measures as appropriate.
- The Board will be cognizant of market conditions when issuing debt.
- The Board will address various compliance and regulatory requirements as they develop.

**II. Authorization and Use of Debt and Derivative Instruments**

The Board may issue debt or enter into derivative contracts as authorized by the laws of the State of Illinois, which may be amended from time to time. Unlimited tax debt to the extent authorized for the Board, exclusive of alternate revenue bonds, requires referendum approval.

State of Illinois law currently authorizes the Board to incur debt, borrow money, issue bonds for public improvement projects and for short-term cash requirements, enter into lease obligations, and enter into derivative contracts.

**A. Use of Debt Issues**

Under the provisions of the law, the Board may issue debt to pay for the cost of acquiring, constructing, reconstructing, improving, extending, enlarging, and equipping its capital stock, to refund existing debt, or to meet its cash flow needs.

The Board should not finance general operating costs from debt having maturities greater than one year. General operating costs include, but may not be limited to, those items normally funded in the Board's annual operating budget and having a useful life of less than one year. However, the Board may deem it necessary to finance cash flow requirements under certain conditions. To the extent a borrowing finances a revolving fund such as a working cash fund that may be used to finance several years of operating costs, a longer maturity schedule may be appropriate.

- **Short-Term Debt:** Debt with maturities less than one year from the date of issuance. The Board may issue short-term debt when such instruments allow the Board to meet its cash-flow requirements or provide increased flexibility in its financing program. Short-term debt may include, but is not limited to, tax anticipation warrants, lines of credit, working cash bonds, commercial paper and general obligation notes or other financing instruments authorized by the State of Illinois.
- **Long-Term Debt:** Debt with maturities of greater than one year from the date of issuance. The Board may issue long-term debt when the duration of the debt issue is consistent with the economic or useful life of the improvement or asset that the issue is financing. Long-term debt may include, but is not limited to, alternate revenue bonds, certificates of participation, limited tax bonds and capital tax bonds or other financing instruments authorized by the State of Illinois. The Board may also enter into long-term leases for public facilities, property, and equipment.

- **Fixed Rate Debt:** Debt that pays interest based on a fixed coupon rate until maturity. The Board may issue fixed rate debt when it is determined to be prudent based upon the Board's existing mix of variable and fixed rate debt as evaluated against benchmarks which may be published by or obtained from nationally recognized credit rating agencies, the Government Finance Officer's Association, or other similar sources, market rates at the time of issuance, and the Board's overall interest cost and risk profile.
- **Variable Rate Debt:** Debt that pays interest based on a rate which is reset periodically. The Board may issue variable rate debt when it is determined to be prudent based on the Board's existing mix of variable and fixed rate debt as evaluated against benchmarks which may be published by or obtained from nationally recognized credit rating agencies, the Government Finance Officer's Association, or other similar sources, the risks associated with variable rate debt, market rates at the time of issuance, and the Board's overall interest cost and risk profile.

**B. Use of Derivative Instruments**

Derivative products are financial instruments created from or whose value depends upon (is derived from) the value of one or more underlying assets or indices of asset values. Derivatives include instruments or features such as interest rate swaps, options, cap/floors/collars, rate locks, forwards, and futures. Derivative contracts may be entered into in conjunction with any currently outstanding or proposed bond issue. When considering derivative transactions the Board will require supporting legal opinions or other evidence of state law and/or Federal tax law compliance.

Derivative transactions may only be used for appropriate purposes that provide a measurable benefit to the Board such as:

- Significant interest cost savings that would otherwise not be available from accessing the traditional fixed rate municipal bond market.
- Reducing the Board's overall exposure to risk in the context of a particular financing.
- Hedging risk in the context of the overall management of the Board's asset/liability profile and fixed /variable rate debt mix.
- Such other appropriate purpose as is identified by the Board.

The Board shall not enter into derivative transactions for speculative purposes.

**C. Use of tax-exempt bond proceeds:**

In order for bonds issued by CPS to maintain tax-exempt status, several requirements must be satisfied from and after the date of issuance of the bonds. Among other things, these include requirements related to the use of proceeds of the bonds. The use of tax-exempt financed proceeds is governed by the Internal Revenue Code of 1986, as amended (the "Code").

The bonds are issued to (i) pay costs of constructing, acquiring and equipping school and administrative buildings, site improvements and other real and personal property in and for the School District and (ii) pay costs related to the issuance of the Bonds, including bond insurance premium.

Qualified purposes includes the cost of acquisition of all land, rights of way, property, rights, easements and interests, acquired by the Board for such construction, the cost of demolishing or removing any buildings or structures on land so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved, the cost of all machinery and equipment determined to be necessary and desirable by the Board, the costs of issuance of the Bonds, financing charges, financial advisory fees, consultant fees, interest prior to and during construction and for such period after completion of construction as the Board shall determine, the cost of engineering and legal expenses, plans, specifications, estimates of cost and revenues, other expenses necessary or incident to determining the feasibility or practicability of constructing any portion of the Project, administrative expenses and such other costs, expenses and funding as may be necessary or incident to the construction of the Project, the financing of such construction and the placing of the Project in operation.

Per the Code, no less than 95% of the proceeds, and interest earnings thereon, raised by tax-exempt bonds issued by CPS must be used for qualified purposes including the construction, acquisition and equipping of school and administrative buildings, site improvements and other real and personal property in and for the School District, all in accordance with the estimate of cost, including the Board's Capital Improvement Program, as heretofore approved and from time to time amended by the Board.

**D. Lease or Sale of Bond Financed Assets:**

Amounts received from the sale of real estate including common school lands and any investments purchased with such proceeds (not including earnings derived therefrom) in the Board's treasury shall be deposited in a "Capital Assets Account." (See Board Rule 5-15 Policy 401.11—Use of Proceeds From Sale of Real Estate and Rental Income from Lease of Real Estate dated February 27, 2002).

E. Charter School Capital and Facility Budget:

Charter Schools are separate legal entities, which are not state or local governmental units. Allocations of capital funds to any such separate legal entity shall be limited to improvements of, or repairs to Board Property, defined as any building or other real property owned or leased by the Board, including any real property held by the City of Chicago in trust for the Board or held by the Public Building Commission.

In preparing the annual fiscal year budget, the CFO shall determine whether and how much of the Board's capital funds should be expended to improve and repair Board Property that is or will be leased to Charter Schools (~~see Board Policy 410.9 — Charter School Capital and Facility Budget Policy~~). The CFO and the Chief Executive Officer (CEO) shall make recommendations to the Board regarding said capital support. As part of the annual budget process, any capital funds allocated to improve Board Property that is or will be leased to a Charter School shall be approved by the Board prior to any expenditures. Any Charter School lease shall not be for a period more than five years and shall not provide the lessee with any rights to renew. Further, all Charter School leases shall comply with any applicable federal or state laws regarding tax-exempt financing.

III. Debt Issuance Methodology

A. Establishing Financing Priorities

The Board faces continuing capital infrastructure and cash requirements, the costs of which will be met, in large part, through the issuance of various types of debt instruments.

The Chief Financial Officer will administer and coordinate the Board's debt issuance program and activities, including timing of issuance, method of sale, type and structure of issue, marketing strategies, use of derivative instruments, and selection of external financial professionals. The Chief Financial Officer will meet with senior Board officers, Board staff and Board members, as appropriate, regarding the status of the current year's program and to make specific recommendations.

B. Review of Financing Proposals

All capital financing proposals involving a pledge of the Board's credit through the sale of securities, execution of loans or lease agreements, entering into derivative contracts or otherwise directly or indirectly lending or pledging the Board's credit shall be referred to the Chief Financial Officer who shall determine the financial feasibility of such proposals and make recommendations accordingly to the Board.

C. Determining Financing Plan

The following factors will be considered when determining the type and maturity structure of debt issuances, as well as any associated derivative contracts.

1. Debt issued to finance capital improvements will be integrated with the Board's long-term capital plans. Consideration will be given to matching the length of the issue with the asset lives whenever practicable, while considering repair and replacement costs of those assets to be incurred in future years as an offset to the useful lives, and the related length of time in the payout structure.
2. The Board will consider the continuing impact of debt and derivative contracts upon the annual operating budget. Amortization schedules and debt service requirements will be integrated with revenues identified as available for debt service, and when such revenues are pledged as security for alternate revenue bonds, they will equal or exceed alternate bond coverage requirements as determined by state law.
3. Debt issuance risks and considerations:
  - a) **Credit Risk.** The risk that the Board may not be able to meet its debt obligations in the future.
  - b) **Tax Risk.** The Board should consider risks associated with changes in tax laws or events relating to the tax-exempt status of the Board's obligations, which could result in increased future debt service costs to the Board.
  - c) **Statutory Debt Limitation.** The School Code of the State of Illinois currently limits the Board to total outstanding debt equal to 13.8% of the school district's equalized assessed value. Alternate bonds and tax anticipation warrants generally do not count against this limit.
  - d) **Debt Burden Measures.** The Board will consider the impact of the issuance of additional debt on the following measures as evaluated against debt burden benchmarks which may be published by or obtained from nationally recognized credit rating agencies, the Government Finance Officer's Association, or other similar sources:

- *Ratio of Net Bonded Debt to Estimated Full Value.* The formula for this computation is Net Bonded Debt, which is the total outstanding debt, divided by the current Estimated Full Value.
  - *Net Bonded Debt Per Capita.* The formula for this computation is Net Bonded Debt divided by the population of the City of Chicago, based upon the most recent estimates as determined by the United States Bureau of the Census.
  - *Ratio of Annual Debt Service to General Funds Expenditures.* The formula for this computation is annual debt service expenditures divided by General Funds (i.e., General, Special, and Debt Service Funds) expenditures (excluding certain interfund transfers).
- e) **Overlapping Debt.** The Board will consider the impact of the issuance of additional debt on the total outstanding debt and financing plans of local governments that share the same tax base as the Board.
- f) **Capital Markets.** The Board shall consider products and conditions in both regional, local, domestic and international capital markets in meeting the Board's financing needs and timing its debt issuances and derivative contracts.
- g) **Credit Ratings.** The Board shall consider the impact of additional debt and/or its financing plans on credit ratings.
- h) **Credit Enhancements.** The Board may enter into credit enhancement agreements with commercial banks, insurance companies, or other financial entities, in order to lower borrowing costs or reduce restrictive covenants.
4. Risks and considerations associated with Fixed Rate Debt:
- a) **Risk/Benefit Analysis.** The impact of fixed rate debt on the Board's future debt service and budgetary obligations must be considered. Benefits of fixed interest costs shall be analyzed against alternative structures which may offer potential cost savings along with additional risks.
- b) **Interest Rate Risk.** The risk that future interest rate changes will affect the Board's interest costs. While fixed rate debt eliminates future increased costs due to interest rate changes, if such fixed rate debt is unable to be refunded in a lower interest rate environment, the Board's interest cost will be locked in at a higher fixed rate.
- c) **Call Features.** The price of call features and the impact on the Board's future ability to manage interest rate costs should be considered when issuing fixed rate debt.
- d) **Yield Curve.** The current yield curve should be considered when issuing fixed rate debt.
- e) **Amortization.** The maturity schedule and repayment amounts shall be structured to best take advantage of current market conditions and maximize future credit availability.
5. Risks and considerations associated with Variable Rate Debt:
- a) **Risk/Benefit Analysis.** The impact of variable rate debt on the Board's future debt service and budgetary obligations must be quantified and either mitigating factors identified or increased financial benefits such as interest cost savings or increased proceeds established to compensate for the risks identified below. Modeling different stress case scenarios may quantify this impact. The transaction analysis should provide assumptions for potential increased costs associated with the risks identified below. Potential costs could be mitigated by the establishment of a reserve or by entering into a derivative contract to hedge interest rate risk.
- b) **Interest Rate Risk.** The risk that interest rates will increase to a level resulting in debt service greater than what has been budgeted.
- c) **Tax Risk.** The risk that changes in tax laws or events relating to the tax-exempt status of the variable rate bond issue will occur prior to the final maturity and could result in increased interest rates.
- d) **Liquidity Renewal Risk.** Variable rate demand notes require liquidity in the event that a remarketing agent is unable to remarket the bonds. A liquidity facility is a contract between the Board and a bank, insurance company or other financial entity as Liquidity Facility Provider, to temporarily act as owner of the bonds in the event that holders of the bonds tender the bonds back to the Board and the bonds cannot be immediately remarketed. Liquidity providers usually commit to terms from three to five years. Future liquidity renewal costs may fluctuate with supply and demand of the market and thereby affect the overall cost of variable rate debt.



- e) **Remarketing Risk.** The market for the short-term tax-exempt bonds may change in the future. To the extent that the remarketing agent cannot find buyers, the Board will pay a higher interest rate on the loan pursuant to the liquidity agreement.
- f) **Auction Risk.** The risk that variable auction rate debt results in a failed auction, whereby bondholders or potential bondholders are unwilling to receive rates lower than the maximum rate set by the auction, in which case the Board will pay the higher maximum auction rate.
- g) **Credit Risk.** Changes to the Board's credit rating affect its cost of borrowing. Adverse future credit changes will impact the interest rate, auction, liquidity renewal and remarketing risks described above.

6. Risks and considerations associated with the use of Derivative Instruments:

- a) **Risk/Benefit Analysis.** The impact of a derivative instrument on the Board's future debt service and budgetary obligations must be quantified. Either mitigating factors shall be identified, or increased financial benefits established, such as interest cost savings or increased proceeds, to compensate for the various associated risks. Modeling different stress case scenarios may quantify this impact. Potential costs could be mitigated by the establishment of a reserve or offset by expected savings. Derivative structures should provide as much flexibility as possible to the Board without substantially reducing the benefits of the transaction. The potential cost of terminating the transaction should also be evaluated.
- b) **Basis Risk.** The risk of increased cost when interest rates paid and/or received pursuant to a derivative contract or its hedge are derived from two related but not identical markets that match imperfectly.
- c) **Counterparty Risk.** The success of the derivative transaction depends on the other party fulfilling its obligations. To the extent that the counterparty does not meet its obligations, the Board could be exposed to additional costs in the future. This risk may be mitigated by collateral requirements, Triple-A rated counterparties, strong downgrade provisions, and rights to assign the agreement. The Board should diversify its exposure to counterparties.
- d) **Interest Rate Risk.** Interest rate movements over time could adversely affect the market value of derivative instruments. The market valuation at any point in time will identify whether a termination event would result in a payment by or to the Board. The Board shall monitor derivative transaction market values, and disclose them as provided for according to generally accepted accounting principles.
- e) **Termination Risk.** The Board may incur future potential costs in the event the transaction is terminated. Most derivative structures provide for two-way termination payments. The risk that a termination event will occur must be considered, along with the magnitude of the potential cost to the Board associated with such an event.
- f) **Rollover and/or Amortization Risk.** The risk occurs when the term and amortization of the derivative contract does not match the term and amortization of the associated bonds. When the Board enters into derivative contracts for the purpose of hedging variable interest rates associated with underlying bonds, the term and amortization of derivative contract should match that of the bonds.
- g) **Credit Risk.** Adverse future credit changes will impact the basis, termination, and rollover risks described above. The use of derivative instruments may also impact the Board's credit rating. Treatment of the transaction by rating agencies should be researched prior to entering into a derivative transaction. The Board should not enter into a transaction which will negatively impact its credit rating.
- h) **Future Flexibility.** The long-term implications associated with any derivative transaction should be analyzed with regard to the Board's traditional costs of borrowing, historical interest rate trends, variable rate capacity, credit enhancement or liquidity capacity, opportunities to refund related debt obligations, impact of accounting for the transaction on the Board's financials and other similar considerations.

D. Method of Sale

Both negotiated and competitive methods of sale shall be considered for all debt issuances and derivative contracts. The sale parameters for any derivative bid process should be disclosed in writing to all potential bidders prior to the bid.

E. Refunding

The Board shall consider refunding or restructuring outstanding debt when financially advantageous and/or beneficial for structuring purposes.

Refunding for financial benefit should consider establishing net present value savings targets for each outstanding bond maturity, likelihood of future additional savings, and gross savings as a percentage of cost of issuance. Refunding for restructuring purposes may or may not consider these or other factors, however the costs and benefits of the transaction shall always be evaluated.

Structures which increase savings through alternatives such as derivative contracts, non-standard call provisions, and investments other than Treasury Securities shall be evaluated by identifying additional risks, quantifying potential costs, and either identifying mitigating factors or increasing established savings targets to compensate the Board for taking additional risk.

F. Financial Advisors

The Board should employ Financial Advisors financial advisors when practicable to assist in managing the Board's debt portfolio, evaluating and executing transactions, monitoring and verifying fair pricing, and generally representing and acting in the Board's best interests.

G. Swap Advisors

Each swap advisor employed by the Board shall meet the following requirements to be a Qualified Independent Representative pursuant to the Commodities and Futures Trading Commission ("CFTC") Regulation 23.450, subject to any amendments or interpretations by the CFTC and any comparable requirements set forth by other regulators, including, without limitation, the Securities and Exchange Commission ("SEC") or the Municipal Securities Rulemaking Board (collectively, the "Qualified Independent Representative Requirements"). The Board's swap advisor(s) shall:

- i. have sufficient knowledge to evaluate the swap transaction and risks;
- ii. not be subject to a statutory disqualification (under the Commodity Exchange Act);
- iii. be independent of the Board's relevant swap counterparties within the meaning of CFTC Regulation 23.450(c);
- iv. undertake a duty to act in the best interests of the Board;
- v. make appropriate and timely disclosures to the Board of compensation and all material conflicts of interest that would be sufficient to permit the Board to assess the conflict and take steps to mitigate it;
- vi. evaluate the fair pricing and the appropriateness of the swap transaction; and
- vii. be subject to restrictions on certain political contributions that may be imposed by the CFTC, the SEC, or a self-regulatory organization subject to jurisdiction of the CFTC or the SEC.

The Chief Financial Officer ("CFO") or designee shall undertake ongoing monitoring of each swap advisor's performance consistent with the Qualified Independent Representative Requirements. The swap advisor will provide certifications regarding its satisfaction of the requirements in clauses (i) through (vii) above, which report and other documentation shall be reviewed by the CFO or designee in consultation with General Counsel in determining eligibility as a Qualified Independent Representative. The CFO or designee will employ a Qualified Independent Representative to review any swap transactions contemplated or executed.

In addition, the Board shall require that each swap advisor to the Board has written policies and procedures reasonably designed to ensure that such swap advisor satisfies the applicable requirements and representations of the Qualified Independent Representative Requirements in order to provide the benefits of the Qualified Independent Representative Safe Harbors as defined in the CFTC Regulation. Such written representations to evidence compliance with such requirements will be provided at the time of employment with the Board as well as on an ongoing basis as long as the swap advisor is considered a Qualified Independent Representative as defined above. To the extent that a swap advisor no longer meets the Qualified Independent Representative Requirements, the swap advisor will be required to notify the Board of such change in a timely fashion.

H. G- Investment of Borrowed Proceeds

The Board has an on-going fiduciary responsibility to actively manage the proceeds of debt issued for public purposes in a manner that is consistent with Illinois statutes governing the investment of public funds, and with the covenants of related bond documents executed by the Board. The Board's investment policy shall govern specific methods for investing bond related proceeds. The management of public funds shall enable the Board to respond to changes in markets or changes in payment or construction schedules so as to maintain principal, maximize yield, ensure liquidity and minimize risk.

I. H. Debt Service Reserves

The Board may elect to use its operating funds to establish a reserve balance accounted for within the Debt Service funds to be used for the following purposes:

1. To provide for costs resulting from certain risks associated with Variable Rate Debt and the use of Derivative Instruments as described above.
2. To provide for debt service expense in lieu of operating funds as determined to be necessary and/or desirable by the Board.
3. Any other governmental purpose approved by the Board.

When such reserve balance is established, the Board shall annually review and determine the amount required to provide for purposes 1 and 2 described above. The CFO shall authorize any transfers to or from such reserve balance.

**IV. Compliance and Administration**

A. Accounting and Reporting of Debt and Derivative Transactions

1. Generally Accepted Accounting Principles. The Board must account for all debt and derivative transactions according to generally accepted accounting principles. Statements of indebtedness and information regarding the Board's debt and derivative transactions shall be reported annually in the Comprehensive Annual Financial Report ("CAFR").
2. Debt Reporting. The CAFR will provide debt disclosure including future debt service requirements, the amount of gross direct debt, deductions from gross debt, net debt, equalized assessed valuation and net debt expressed as a percentage of equalized valuation.
3. Derivative Instrument Reporting. The CAFR will provide detailed disclosure of the Board's derivative contracts including the purpose for the transaction, counterparty information, and an explanation of the risks associated with the transaction.

The Board shall also prepare a comprehensive quarterly report for each derivative transaction that lists the counterparty with their current ratings, the notional amount of the contract, the termination value, and tracks basis and other risks as identified above to the extent they affect the transaction, as well as collateral requirements.

B. Financial Disclosure

The Board shall prepare appropriate disclosures as required by the Securities and Exchange Commission, the federal government, the State of Illinois, rating agencies, underwriters, bond counsel, investors, taxpayers, and other appropriate entities and persons in order to ensure compliance with applicable laws and regulations. The CAFR shall include required disclosure information such that disclosure requirements may be met through filing the CAFR with the appropriate parties, to the extent practicable.

C. Federal Arbitrage Requirements

The Board shall comply with Federal arbitrage requirements, including making rebate and yield reduction payments when due and maintaining yield restrictions as applicable. The Board shall employ arbitrage calculation agent(s) to monitor potential liabilities and shall maintain or cause to be maintained an appropriate system of accounting to calculate bond investment arbitrage earnings in accordance with the Internal Revenue Code, as amended or supplemented, and related applicable United States Treasury regulations.

D. Rating Agency Relations

The Board shall maintain effective relations with the rating agencies. The Chief Financial Officer along with the Board's financial advisors shall communicate with the rating agencies on a consistent and regular basis so as to keep the agencies informed concerning the Board's capital plans, debt issuance program and other appropriate financial information.

E. Investment Community Relations

The Board shall maintain a positive relationship with the investment community. The Chief Financial Officer shall, as necessary, prepare reports and other forms of communication regarding the Board's indebtedness, as well as its future financing plans. Such information should be presented to the media and other public sources of information.

F. Debt Policy Review

The Board shall periodically review and update this policy as may be necessary to assure that it meets all regulatory and disclosure requirements as well as attaining the fundamental goal of reducing both borrowing costs and all associated financing risks.

**V. Effective Date**

~~This Policy is effective immediately and applies to all debt and derivative instruments issued and/or entered into as of August 27, 2008.~~

**LEGAL REFERENCES:** Internal Revenue Code of 1986, as amended; laws of the State of Illinois; and The School Code of the State of Illinois; and Title VII of the Dodd-Frank Wall Street Transparency and Accountability Act of 2010, as amended.

**13-0724-PO2**

**ADOPT STUDENT CODE OF CONDUCT FOR CHICAGO PUBLIC SCHOOLS  
FOR THE 2013—2014 SCHOOL YEAR**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Chicago Board of Education adopt the Student Code of Conduct ("SCC") for the 2013-2014 school year which is attached hereto. The 2013-2014 SCC will become effective August 26, 2013.

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

- (1) Includes updated sample misconduct report form;
- (2) Revises Procedural Guidelines for Discipline of Students with Disabilities/Impairments to clarify how in-school suspension applies to students with disabilities;
- (3) Includes various other non-substantive updates.

**LSC REVIEW:** The Local School Council Advisory Board was asked to provide suggestions for amendments at a meeting on June 17, 2013.

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# STUDENT HANDBOOK

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## STUDENT AND PARENT/GUARDIAN 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 obey 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 Board's 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

## STUDENT CODE OF CONDUCT Effective August 26, 2013

### I. Who Should Read the SCC

The Student Code of Conduct, or SCC, is important for all members of the school community to read and understand.

**Students:** The SCC is your guide for behavior at school. Your principal, teachers, and other staff members will help you learn and understand the good behavior that is expected of you at school. The SCC describes behaviors that are not allowed at school and explains the consequences if you behave inappropriately. If you follow the SCC, you will be helping your school be a safe, respectful, and productive place for you and your classmates.

**Parents/Guardians:** The SCC is your guide for understanding the behavior that is expected of your student at school and the steps that will be taken if your child behaves inappropriately. Please read the SCC with your student and discuss any questions with the school principal. If you have concerns about your student's safety or behavior, please talk to your school principal so that you and the school can cooperate to help your child succeed.

**School Staff:** The SCC is your guide for supporting positive student behavior at school and understanding the steps that may be taken if a student demonstrates inappropriate behavior. If you have concerns about safety or your school's climate, please talk to your school principal so that you and your administration can work to maintain a safe and orderly learning and work environment.

**School Administrators:** The SCC is your guide for supporting positive student behavior at school and an outline of the steps you should take to address inappropriate student behavior. When the school year begins, please distribute a copy of the SCC to students and parents/guardians and discuss the policy with them. If students behave inappropriately, use this policy to properly address the situation so that your school can maintain a safe learning environment and positive climate.

**Other District Staff:** The SCC is your guide for supporting schools in developing a positive school climate that ensures student safety and minimizes inappropriate student behavior. The Chief Executive Officer or designee is responsible for monitoring the implementation of prevention strategies and the safety and security program in each school, and for systematically monitoring suspension, expulsion, and other disciplinary data by race, ethnicity, and sex of students and preparing recommendations for improving school discipline.

### II. Where and When the SCC Applies

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.<sup>1</sup>

The SCC also applies to student behavior outside of school if: (1) a student commits a Group 5 or 6 behavior, and (2) the behavior disrupts or may disrupt the educational process at the school. In other words, students may be disciplined at school for seriously inappropriate behavior off school property and during non-school hours if the behavior will interfere with teaching and learning at the school. This includes seriously inappropriate behavior on social networking websites that disrupts or may disrupt the educational process at the school.

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<sup>1</sup> 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.k12.il.us/documents/604.2.pdf>).

### **III. How the SCC Should be Used**

In a safe, respectful, and productive learning environment, all students know what behaviors are expected of them and understand how to demonstrate good behavior at school. If a student behaves inappropriately, school staff members intervene to correct the student's behavior. The sections below should be used as a guide to help all schools create a safe, respectful, and productive learning environment by (1) guiding students towards positive behavior, and (2) responding quickly and consistently to correct any inappropriate student behavior.

#### ***Guiding Students to Positive Behavior***

The most critical step to building a safe, respectful, and productive learning environment is establishing a positive school climate where students and adults have strong, positive relationships and students understand what is expected of them as learners at school. Schools should nurture students by providing them with positive behavioral supports and meaningful opportunities for improving social and emotional skills, such as recognizing and managing emotions, developing caring and concern for others, making responsible decisions, establishing positive relationships, and handling challenging situations in a constructive way. School principals and staff members must establish and maintain a positive school climate and must effectively communicate, teach, and model the positive behaviors they expect students to exhibit in the classroom and in other parts of the school throughout the day.

In order to guide students to positive behavior, **all school staff** must follow these steps:

- 1) Set expectations for positive behavior.
  - Create expectations for positive behavior and predictable routines for students.
  - Post expectations for positive behavior throughout the school.
  - Regularly communicate high expectations for student success demonstrating positive behavior.
- 2) Teach positive behavior.
  - Build positive relationships with students.
  - Model positive behavior for students.
  - Explicitly teach students how they can best demonstrate positive behavior and follow expected routines. For example, specify expected behavior while learning in the classroom, moving through the hallways, eating in the cafeteria, entering the building, leaving at dismissal, etc.
  - Practice expected behavior with students in all settings.
- 3) Reinforce positive behavior.
  - Regularly review expectations for positive behavior, reteaching and allowing practice as needed.
  - Provide frequent feedback to students on their behavior, both appropriate and inappropriate, so they know if and how they are meeting the school's expectations.
  - Praise and reward students for demonstrating positive behavior, especially when it is a new behavior for that student.

By setting expectations, teaching students to meet those expectations, and regularly reinforcing appropriate behaviors, schools will see fewer incidents of inappropriate behavior and more time spent learning. For more information about guiding students to positive behavior, see the Additional Resources section.

#### ***Responding to Inappropriate Student Behavior***

The second part of building a safe, respectful, and productive learning environment is effectively addressing inappropriate behavior, if it occurs. All members of the school community should take steps to correct the student's inappropriate behavior, remedy any harm caused, and prevent the same inappropriate behavior from recurring. **Students, parents/guardians, teachers, and staff** are responsible for reporting inappropriate student behavior to the school principal. The **school principal** or designee is responsible for assigning the appropriate interventions and consequences to address the inappropriate behavior and must also respect the rights of any student accused of inappropriate behavior. The section below explains the responsibility of each member of the school community when students behave inappropriately.

**Students:** If you feel unsafe, have a problem with another student that you cannot solve, or see someone hurting or bullying another child, tell your teacher, principal, or another staff member.



**Parents/Guardians:** If your student feels unsafe, has a conflict with another child, or if you see a student behaving inappropriately, inform the school principal. The following steps will be taken if a student behaves inappropriately and are explained in more detail below. School administrators will (1) redirect to correct behavior; (2) intervene to minimize disruption; (3) investigate; (4) afford due process; (5) assign interventions and/or consequences; (6) complete a report; (7) inform parents/guardians of the right to appeal; and (8) take steps to restore the student's participation in the school community.

**Teachers and Staff:** Actively supervise students at all times. Listen to student chatter and investigate rumors of inappropriate behavior. Take every opportunity to correct minor inappropriate behaviors you may observe among students in the classroom and in common areas. Use instructive and corrective consequences to guide students to appropriate behaviors and refrain from calling students out or posting their names for inappropriate behavior. If you see a conflict between students that you cannot resolve, hear an allegation of a student behaving inappropriately, or witness an inappropriate act, inform your administration and intervene as necessary to keep students safe.

**Principals and Administrators:** If you learn about a conflict between students, hear an allegation of a student behaving inappropriately, or witness an inappropriate act, follow these steps:

- 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 disruption, resolve conflict, and as necessary to keep students and staff safe. If a student has been injured, make every reasonable effort to notify the parents/guardians.
- 3) Investigate by talking to all students, teachers, school staff, or other witnesses to the incident. 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.k12.il.us/documents/409.3.pdf>).
- 4) Afford due process for the student.
  - a) Using the information gathered in the investigation, determine whether the student's behavior falls within the SCC. If so, determine the Group level of disruption caused by the inappropriate behavior, identify the inappropriate behavior listed, and evaluate the range of possible interventions and consequences.
  - b) Inform the student of the allegations made, the applicable SCC infraction(s), and the range of consequences the student faces.
  - c) Allow the student to respond to the charges. In other words, let the student tell his/her side of the story.
  - d) Make reasonable efforts to contact the parents/guardians and notify them of the allegations before assigning interventions and consequences.
- 5) Assign interventions or consequences according to the SCC.
  - a) Determine whether it is more likely than not that the student engaged in the identified SCC inappropriate behavior.
  - b) The principal has the final authority to assign interventions and consequences based on his/her independent assessment of the best interest of the school community, including available school resources, the needs of any student or staff victim, and the rights of the student engaged in inappropriate behavior.
  - c) Identify the appropriate intervention(s) and/or consequence(s) that best address and correct the student's inappropriate behavior. *Before assigning, consider the following:*
    - The goals of assigning interventions or consequences are to maintain a safe environment, maximize all students' learning, and improve students' behavior skills by addressing the triggers for inappropriate student behavior.
    - Use corrective and instructive consequences as much as possible to teach appropriate behavior, including the use of balanced and restorative justice when appropriate and when all parties voluntarily agree to participate.
    - Select consequences that are in proportion to the inappropriate behavior.
    - Avoid consequences that will remove the student from class and school, if possible. **Use out-of-school suspensions as a last resort and only when in-school interventions and consequences are insufficient to address the student's inappropriate behavior.** When suspended out of school, students lose instructional time and opportunities for developing social and emotional skills that could lessen the likelihood of future inappropriate behavior.

- Follow the special procedures contained in the Additional Resources section for students with disabilities and students with Section 504 Plans.
  - Consider these factors when deciding which consequence will be most effective:
    - Student's age, maturity, and grade,
    - Student's prior conduct and record of behavior,
    - Student's willingness to acknowledge the inappropriate behavior,
    - Student's willingness to make restitution,
    - Impact of the incident on the overall school community,
    - Student's intent and the severity of harm caused, and
    - Parent/guardian's level of cooperation and involvement.
  - Impose age-appropriate consequences for all SCC inappropriate behaviors.
    - Students of different grades and ages are at different developmental levels, so the appropriate response to behavior may vary depending on the student. Less severe consequences may be appropriate for lower grade or younger students when compared to higher grade or older students.
    - **The SCC does not apply to pre-kindergarten and kindergarten students.** If a student in kindergarten or younger is exhibiting behaviors that seriously disrupt the classroom, staff should respond with instructive and corrective consequences (see Additional Resources section).
  - If a student is suspended, the principal or his/her designee may choose to give the student a combination of out-of-school and 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.<sup>2</sup>
  - For Group 5 behaviors, the principal *may* refer the student for expulsion and request emergency alternative placement while the expulsion hearing is pending. For more information about expulsion and emergency alternative placement, see the Additional Resources section.
  - For Group 6 behaviors, the principal *must* refer the student for expulsion and *may* request emergency alternative placement while the expulsion hearing is pending. For more information about expulsion and emergency alternative placement, see the Additional Resources section.
- d) If required by the police notification guidelines on page 10, and only after a reasonable effort has been made to contact the student's parents/guardians, notify the Chicago Police Department.
- 6) Complete report in IMPACT Verify.net 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.
- 7) Inform parents/guardians of their right to appeal if they believe that the consequence is unwarranted or excessive.
- The parents/guardians have the right to ask the principal to review the consequence assigned and to reconsider the decision.
  - If a student has been suspended or referred for expulsion, the parents/guardians may appeal in writing to the Network Chief of Schools ("Network Chief"), or his/her designee. The Network Chief or designee will determine whether any factual errors were made in the principal's investigation, whether the student was charged with the correct inappropriate behavior under the SCC, whether the length of the suspension was commensurate with the student's inappropriate behavior, and, in the case of a referral for expulsion, whether the referral was appropriate. The Network Chief or designee's decision shall be final. The term of a student's suspension or referral for expulsion is not halted by the parents/guardians' appeal.
  - If a student has been expelled, 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

<sup>2</sup> In-school suspension means that the student will attend school but will spend the day away from peers and normally assigned classroom instructional settings while completing assigned instructional tasks. In-school suspension shall not exceed five days. Out-of-school suspension means that the student is removed from class attendance or school attendance. Out-of-school suspension shall not exceed ten days. Parents/guardians must be notified for both in-school and out-of-school suspensions.

Chief Executive Officer or 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.

8) Restore the student's participation in the school community.

- After a student serves a consequence, the school counselor, disciplinarian, or other staff member should review with the student the school's expectations for positive behavior, rules, and routines. If the student received an in-school or out-of-school suspension for an incident involving other students or staff, set aside time to implement strategies to restore relationships with those individuals. Anytime a student is removed from the learning environment, he or she should be welcomed back without bias and given the supportive services necessary for transition back into the school community and, ultimately, social and academic success.
- 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. After a student returns from an expulsion, principals should schedule and complete check-in meetings with the student, parents/guardians, and staff members to monitor his/her transition and ensure successful reintegration into the school community.

### **Special Guidelines**

#### Out-of-School Suspension Guidelines

Students serving out-of-school suspensions are 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.

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

Students serving suspension must be allowed to take state assessments at school and may participate in test preparation activities with Network Chief approval. The students' attendance will still be marked as suspended. The Network Chief must approve any other exception to the out-of-school suspension guidelines.

#### Police Notification Guidelines

When a student engages in illegal activity or poses a danger to the health or safety of others, it may be necessary for school staff to contact the Chicago Police Department (CPD) to seek their assistance. School administrators have the discretion to call 9-1-1 in emergency situations if students or staff members are in danger.

The inappropriate behaviors that are violations of criminal law and require school officials to notify the CPD are identified in the next section with an asterisk (\*) before the specific inappropriate behavior. The inappropriate behaviors that may be violations of criminal law and may require police notification depending on the specific circumstances 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 the CPD. School officials should consider factors including:

- Whether the student presents a danger to the health, safety, or welfare of others,
- Whether the student intends to cause others physical harm, and
- The student's age.

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.

CPD <b>MAY</b> be notified	CPD <b>MUST</b> be notified
<ul style="list-style-type: none"> <li>• Gambling (3-2)</li> <li>• Forgery (3-7)</li> <li>• 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)</li> <li>• Extortion (4-2)</li> <li>• Assault (4-3)</li> <li>• Vandalism or criminal damage to property that costs less than \$500 (4-4)</li> <li>• Battery or aiding or abetting in the commission of a battery which does not result in a physical injury (4-5)</li> <li>• Fighting – more than two people and/or involves injury (4-6)</li> <li>• Theft or possession of stolen property that costs less than \$150 (4-7)</li> <li>• Possession, use, sale, or distribution of fireworks (4-8)</li> <li>• Trespassing on CPS property (4-11)</li> <li>• Use of intimidation, credible threats of violence, coercion, or persistent severe bullying (5-4)</li> <li>• Inappropriate sexual conduct (5-7)</li> <li>• Initiating or participating in any inappropriate, minor physical contact with school personnel (5-13)</li> <li>• Second or repeated violation of Behavior 4-14, use or possession of alcohol in school or at a school related function or before school or before a school related function (5-18)</li> </ul>	<ul style="list-style-type: none"> <li>• Knowingly or intentionally using the CPS network or information technology devices to spread viruses to the CPS network (4-12)</li> <li>• Aggravated assault (5-1)</li> <li>• Burglary (5-2)</li> <li>• Theft or possession of stolen property that costs more than \$150 (5-3)</li> <li>• Gang activity or overt displays of gang affiliation (5-6)</li> <li>• Engaging in any other illegal behavior which interferes with the school's educational process, including attempt (5-8)</li> <li>• Persistent or severe acts of sexual harassment (5-9)</li> <li>• False activation of a fire alarm which causes a school facility to be evacuated or causes emergency services to be notified (5-10)</li> <li>• Battery, or aiding or abetting in the commission of a battery, which results in a physical injury (5-12)</li> <li>• 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)</li> <li>• 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)</li> <li>• Use or possession of illegal drugs, narcotics, controlled substances, "look-alikes" of such substances, or contraband, or use of any other substance for the purpose of intoxication in school or at a school related function or before school or before a school related function (5-17)</li> <li>• Participating in a mob action (5-19)</li> <li>• 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)</li> <li>• Intentionally causing or attempting to cause all or a portion of the CPS network to become inoperable (6-2)</li> <li>• Arson (6-3)</li> <li>• Bomb threat (6-4)</li> <li>• Robbery (6-5)</li> <li>• 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, or second or repeated violation of Behavior 5-17 (6-6)</li> <li>• Sex acts which include the use of force (6-7)</li> <li>• Aggravated battery, or aiding and abetting in the commission of an aggravated battery (6-8)</li> <li>• Murder (6-9)</li> <li>• Attempted murder (6-10)</li> <li>• Kidnapping (6-11)</li> <li>• Theft or possession of stolen property that costs more than \$1,000 (6-12)</li> </ul>

#### IV. 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 Devices<sup>3</sup>

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.

##### 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 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

<sup>3</sup> 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.

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 includes violent and controlling behavior that an individual uses against a girlfriend or boyfriend, such as physical, emotional, or sexual abuse, yelling, threats, name-calling, threats of suicide, obsessive phone calling or text messaging, extreme jealousy, possessiveness, and stalking. School staff shall promptly and reasonably investigate allegations of dating violence and issue appropriate discipline based on their findings. 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.k12.il.us/documents/704.4.pdf>).

#### Discrimination, Sexual Harassment, Retaliation Statement

Any student, or a parent/guardian on the student's behalf, who believes they have been subject to discrimination, sexual harassment or retaliation based upon race, color, national origin, sex, gender identity/expression, sexual orientation, religion or disability, should notify the Principal, Assistant Principal or the Board's Equal Opportunity Compliance Office ("EOCO"), 125 S. Clark St., 11<sup>th</sup> floor, Chicago, IL 60603, telephone: 773/553-1013. If after making a report, a student, parent or guardian is not satisfied with the action taken or decision made by the Principal or Assistant Principal, they may appeal to the EOCO.

#### 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, 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 the Additional Resources section. 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.

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."

#### ***Specific Inappropriate Behaviors***

The section below lists the behaviors that are inappropriate at school. For Group levels 1 through 4, the left-hand column lists the specific inappropriate behavior and the middle and right-hand columns present the interventions and consequences that school principals should use to address the inappropriate behavior. The middle column lists "RECOMMENDED INSTRUCTIVE, CORRECTIVE, OR RESTORATIVE RESPONSES." These responses are evidence-based instructive and corrective

consequences that principals should consider first when responding to inappropriate behavior.<sup>4</sup> The right-hand column lists “ADDITIONAL CONSEQUENCE” for principals to utilize if recommended interventions from the middle column are insufficient to address the student’s inappropriate behavior. Both columns list responses in a graduating manner.

For Group levels 5 and 6, only two columns appear. The left column lists the specific inappropriate behaviors and the right column explains the required consequences and additional interventions that principals should use to address the inappropriate behavior.

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<sup>4</sup> For more information about Instructive, Corrective, and Restorative Responses, see the Additional Resources section.

## GROUP 1

INAPPROPRIATE BEHAVIOR	RECOMMENDED INSTRUCTIVE, CORRECTIVE, OR RESTORATIVE RESPONSES	ADDITIONAL CONSEQUENCE (only for repeating the same inappropriate behavior)
1-1 Running and/or making excessive noise in the hall or building 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 1-7 Use of the CPS network for the purpose of accessing non-educational materials, such as games, pornographic materials, and other inappropriate materials <sup>5</sup>	<ul style="list-style-type: none"> <li>◆ Use student self reflection sheet</li> <li>◆ Other instructive or corrective consequence (see Additional Resources section)</li> <li>◆ Documented Teacher and Student Conference focused on expectation violated and practicing expected behavior</li> <li>◆ Teacher, Student, and Parent/Guardian Conference – same focus as above</li> <li>◆ Participation in peace or healing circle with staff and peers impacted by behavior</li> <li>◆ Referral to school peer jury, peer mediation or peer conferencing (if available and approved by principal)</li> </ul>	<ul style="list-style-type: none"> <li>◆ Teacher, Student, Resource Person and/or Administrator Conference to identify and address cause of repeated behavior and develop strategy to address</li> <li>◆ Daily Check In/Check Out with identified staff member</li> <li>◆ Use of short term behavioral contracts/behavioral report cards home to reinforce desired behavior</li> <li>◆ Detention – before school, after school, or Saturday</li> <li>◆ In-school suspension (one to three days)</li> </ul>
<b>IDENTIFY STRUCTURAL IMPROVEMENTS TO LEARNING CLIMATE TO PREVENT SIMILAR INCIDENTS FOR ALL STUDENTS:</b> <ul style="list-style-type: none"> <li>◆ Ensure active supervision at time/area of infraction, all students receive positive feedback when they meet expectations, and staff members use early correction and redirection at all times to help students meet expectations.</li> <li>◆ Ensure gentle intolerance for even minor misbehavior so patterns do not develop.</li> <li>◆ Ensure classroom management structures and procedures maximize student engagement and provide regular positive reinforcement of desired behaviors and early and frequent correction of inappropriate behaviors.</li> <li>◆ Ensure students experience strong positive regard from and strong positive relationships with staff members.</li> </ul>		

<sup>5</sup> Students may be suspended from CPS network privileges for improper use of the CPS network for one to five days, in addition to any other interventions and consequences listed.



GROUP 2		
DISRUPTIVE BEHAVIOR	RECOMMENDED INSTRUCTIVE, CORRECTIVE, OR RESTORATIVE RESPONSES	ADDITIONAL CONSEQUENCE
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 products, matches, cigarette lighters, or rolling papers 2-8 Defying (disobeying) the authority of school personnel 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 <sup>6</sup> 2-12 Possession of cellular telephones or other information technology devices without prior permission of the Principal <sup>7</sup>	<ul style="list-style-type: none"> <li>♦ Use student self reflection sheet</li> <li>♦ Documented Teacher and Student Conference focused on expectation violated and practicing expected behavior</li> <li>♦ Other instructive or corrective consequence (see Additional Resources section)</li> <li>♦ Teacher, Student, and Parent/Guardian Conference – same focus as above</li> <li>♦ Teacher, Student, Resource Person, and/or Administrator Conference – same focus as above</li> <li>♦ Participation in peace or healing circle with staff and peers impacted by behavior</li> <li>♦ Referral to school peer jury, peer mediation or peer conferencing (if available and approved by principal)</li> <li>♦ Referral to social skills instruction, academic tutoring, or a focused mini-course to remove trigger or replace student response (if available and approved by principal)</li> <li>♦ Referral to therapeutic group if trigger or response is connected to need for anger management, trauma treatment, or other counseling (if available and approved by principal)</li> <li>♦ For 2-7, referral to tobacco cessation program if evidence of use</li> </ul>	<ul style="list-style-type: none"> <li>♦ Teacher, Student, and Resource Person and/or Administrator Conference to identify and address cause of repeated behavior and develop strategy to address</li> <li>♦ Daily Check In/Check Out with identified staff member</li> <li>♦ Use of short term behavioral contracts/behavioral report cards home to reinforce desired behavior</li> <li>♦ Detention – before school, after school, or Saturday</li> <li>♦ In-school suspension (one to three days)</li> <li>♦ <b>ONLY FOR REPEATING THE SAME INAPPROPRIATE BEHAVIOR.</b> in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension (one to three days total)</li> </ul>
<b>IDENTIFY STRUCTURAL IMPROVEMENTS TO LEARNING CLIMATE TO PREVENT SIMILAR INCIDENTS FOR ALL STUDENTS:</b> <ul style="list-style-type: none"> <li>♦ Ensure active supervision at time/area of infraction, all students receive positive feedback when they meet expectations, and staff members</li> </ul>		

<sup>6</sup> Students may be suspended from CPS network privileges for improper use of the CPS network for five to ten days (for first violation) or up to one semester (for second or subsequent violation), in addition to any other interventions and consequences listed.

<sup>7</sup> Students may be suspended from CPS network privileges for improper use of information technology devices for five to ten days (for first violation) or for up to one semester (for second or subsequent violation), in addition to any other interventions and consequences listed.

use early correction and redirection at all times to help students meet expectations.

- ◆ Ensure gentle intolerance for even minor misbehavior so patterns do not develop.
- ◆ Review school-wide infraction data to determine if there is a location or time of day where Group 2 infractions are prevalent, and address any pattern through changes in supervision or increased posting and review of expectations for positive behavior.
- ◆ Ensure classroom management structures and procedures maximize student engagement and provide regular positive reinforcement of desired behaviors and early and frequent correction of inappropriate behaviors.
- ◆ Ensure students experience strong positive regard from and strong positive relationships with staff members.
- ◆ Ensure student interactions with peers are positive, and intervene if exclusionary, hostile or demeaning interactions occur.

## GROUP 3

SERIOUSLY DISRUPTIVE BEHAVIOR	RECOMMENDED INSTRUCTIVE, CORRECTIVE, OR RESTORATIVE RESPONSES	ADDITIONAL CONSEQUENCE
<p>3-1 Disruptive behavior on the school bus</p> <p><b>**3-2</b> Gambling – participating in games of chance or skill for money or things of value</p> <p>3-3 Fighting<sup>8</sup> - physical contact between two people with intent to harm, but no injuries result</p> <p>3-4 Profane, obscene, indecent, and immoral or seriously offensive language and gestures, propositions, behavior, or harassment based on race, color, national origin, sex, gender, sexual orientation, age, religion, gender identity, gender expression or disability</p> <p>3-5 Persisting in serious acts of disobedience or inappropriate behaviors listed in Groups 1 through 3 of this SCC</p> <p>3-6 Any behavior not otherwise listed in Groups 1 through 3 of this SCC that seriously disrupts the educational process</p> <p><b>**3-7</b> Forgery – false and fraudulent making or altering of a document or the use of such a document</p> <p>3-8 Plagiarizing, cheating and/or copying the work of another student or other source</p> <p>3-9 Overt display of gang affiliation<sup>9</sup></p> <p>3-10 Bullying behaviors (see Anti-Bullying Policy <i>before</i> assigning an intervention or consequence)</p> <p>3-11 Unauthorized activation or use of cellular telephones or other information technology</p>	<ul style="list-style-type: none"> <li>♦ Teacher, Student, Parent/Guardian, Resource Person, and/or Administrator Conference to identify and address cause of behavior and develop strategic response</li> <li>♦ Use of short term behavioral contracts/behavioral report cards home to reinforce desired behavior</li> <li>♦ Participation in peace or healing circle with staff and/or peers impacted by behavior</li> <li>♦ Referral to school peer jury, peer mediation or peer conferencing (if available and approved by principal)</li> <li>♦ Referral to social skill instruction, academic tutoring, or a focused mini-course to remove trigger or replace student response (if available and approved by principal)</li> <li>♦ Referral to therapeutic group if trigger or response is connected to need for anger management, trauma treatment, or other counseling (if available and approved by the principal)</li> </ul>	<ul style="list-style-type: none"> <li>♦ Daily Check In/Check Out with identified staff member</li> <li>♦ Detention – before school, after school, or Saturday</li> <li>♦ For repeated acts of 3-9, referral to gang intervention program at a community based organization</li> <li>♦ <b>FOR FIRST INAPPROPRIATE BEHAVIOR:</b> in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension (one to three days total)</li> <li>♦ <b>ONLY FOR REPEATING THE SAME INAPPROPRIATE BEHAVIOR:</b> <ul style="list-style-type: none"> <li>♦ In-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension (one to five days total)</li> <li>♦ Disciplinary Reassignment by Network<sup>12</sup></li> </ul> </li> </ul>

\*\* Behaviors marked with two asterisks indicate that the school may use its discretion in notifying police about the incident. Police notification is not mandatory.

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

<sup>9</sup> 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.

3-12 3-13	device <sup>10</sup> Inappropriately wearing any JROTC or Military Academy Uniform on or off school grounds Use of the CPS network or any information technology device for any unauthorized purpose not otherwise listed in this SCC <sup>11</sup>		
<b>IDENTIFY STRUCTURAL IMPROVEMENTS TO LEARNING CLIMATE TO PREVENT SIMILAR INCIDENTS FOR ALL STUDENTS:</b> <ul style="list-style-type: none"> <li>◆ Ensure active supervision at time/area of infraction, all students receive positive feedback when they meet expectations, and staff members use early correction and redirection at all times to help students meet expectations.</li> <li>◆ Ensure gentle intolerance for even minor misbehavior so patterns do not develop.</li> <li>◆ Review school-wide infraction data to determine if there is a location or time of day where Group 3 infractions are prevalent, and address any pattern through changes in supervision or increased posting and review of expectations for positive behavior.</li> <li>◆ Ensure classroom management structures and procedures maximize student engagement and provide regular positive reinforcement of desired behaviors and early and frequent correction of inappropriate behaviors.</li> <li>◆ Ensure students experience strong positive regard from and strong positive relationships with staff members.</li> <li>◆ Ensure student interactions with peers are positive, and intervene if exclusionary, hostile or demeaning interactions occur.</li> <li>◆ Ensure staff members know how to identify bullying and harassing behaviors and signs of gang affiliation.</li> </ul>			

<sup>12</sup> Disciplinary reassignment is the transfer of a student from his or her current CPS school to another CPS school for disciplinary reasons. All disciplinary reassignments must be approved and facilitated by the Network Chief of Schools or his or her designee. For further information, refer to the Board's Comprehensive Policy on the Enrollment and Transfer of Students in the Chicago Public Schools (as may be amended).

<sup>10</sup> Students may be suspended from 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), in addition to any other interventions and consequences listed.

<sup>11</sup> Students may be suspended from CPS network privileges for improper use of the CPS network for one semester (for first violation) or up to one year (for second or subsequent violation), in addition to any other interventions and consequences listed.

## GROUP 4

VERY SERIOUSLY DISRUPTIVE BEHAVIOR	RECOMMENDED INSTRUCTIVE, CORRECTIVE, OR RESTORATIVE RESPONSES	ADDITIONAL CONSEQUENCE
<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 Assault – 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<sup>13</sup></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 Fighting<sup>14</sup> – 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</p>	<ul style="list-style-type: none"> <li>♦ Teacher, Student, Parent/Guardian, Resource Person, and/or Administrator Conference to identify and address cause of behavior and develop strategic response.</li> <li>♦ Participation in peace or healing circle with staff and/or peers impacted by behavior.</li> <li>♦ Referral to school peer jury, peer mediation or peer conferencing (if available and approved by principal)</li> <li>♦ Referral to therapeutic group if trigger or response is connected to need for anger management, trauma treatment, or other counseling (if available and approved by the principal)</li> </ul>	<ul style="list-style-type: none"> <li>♦ Daily Check In/Check Out with identified staff member</li> <li>♦ Detention – before school, after school, or Saturday</li> <li>♦ For 4-14, referral to substance abuse prevention program or counseling</li> <li>♦ In-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension (one to five days total)</li> <li>♦ Disciplinary Reassignment by Network</li> </ul>

\* Behaviors marked with a single asterisk indicate that the school must notify the police of the incident.

\*\* Behaviors marked with two asterisks indicate that the school may use its discretion in notifying police about the incident. Police notification is not mandatory.

<sup>13</sup> An assault may be committed without actually touching, striking or injuring the victim.

<sup>14</sup> It is not an act of misconduct to defend oneself as provided by the law.

<p>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 network<sup>15</sup></p> <p>4-13 Possession of any dangerous object as defined by this SCC, first offense (see Additional Resources section)<sup>16</sup></p> <p>4-14 Use or possession of alcohol in school or at, before, or after a school related function, first offense<sup>17</sup></p>		
<p><b>IDENTIFY STRUCTURAL IMPROVEMENTS TO LEARNING CLIMATE TO PREVENT SIMILAR INCIDENTS FOR ALL STUDENTS:</b></p> <ul style="list-style-type: none"> <li>◆ Ensure active supervision and gentle intolerance for even minor misbehavior so patterns do not develop.</li> <li>◆ Ensure students experience strong positive regard from and strong positive relationships with staff members, and ensure student interactions with peers are positive, and intervene if exclusionary, hostile or demeaning interactions occur.</li> <li>◆ Ensure staff know and have practiced safe and effective methods for intervening when there are threats to student safety.</li> <li>◆ Review school-wide infraction data to determine if there is a location or time of day where Group 4 infractions are prevalent, and address any pattern through changes in supervision or increased posting and review of expectations for positive behavior.</li> </ul>		

<sup>15</sup> Students may be suspended from CPS network privileges for improper use of the CPS network for up to one year, in addition to any other interventions and consequences listed.

<sup>16</sup> Second or repeated violations of Behavior 4-13 may result in an expulsion hearing and must be submitted as Behavior 5-11.

<sup>17</sup> Second or repeated violations of Behavior 4-14 may result in a referral for an expulsion hearing and must be submitted as Behavior 5-18.

**GROUP 5**

<b>MOST SERIOUSLY DISRUPTIVE BEHAVIOR</b>	<b>INTERVENTIONS AND CONSEQUENCES (may be modified based on the age or grade level of the student)</b>
<p>*5-1 Aggravated assault – assault 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, or persistent severe bullying. 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. For severe bullying, see the Anti-Bullying Policy <i>before</i> assigning an intervention or consequence.</p> <p>5-5 Persistent defiance of multiple directives by school personnel resulting in the most serious disruption of the educational process</p> <p>*5-6 Gang activity or overt displays of gang affiliation<sup>18</sup></p> <p>**5-7 Inappropriate sexual conduct, including unwelcomed sexual contact, indecent exposure, transmitting sexually suggestive images through information technology devices, or other sexual activities which do not involve the use of force</p> <p>*5-8 Engaging in any other illegal behavior which interferes with the school's educational process, including attempting an illegal behavior</p> <p>*5-9 Persistent or severe acts of sexual harassment - unwelcome sexual or gender-based conduct (either physical or verbal) and/or conduct of a sexual nature which is sufficiently severe, persistent or pervasive to limit a student's ability to participate in or benefit from the educational program or which creates a hostile or abusive school environment</p> <p>*5-10 False activation of a fire alarm which causes a school facility to be evacuated or causes emergency services to be notified</p> <p>5-11 Second or repeated violation of Behavior 4-13, possession of any dangerous object as defined by this SCC</p>	<p>A student shall be suspended for five days. A student may be suspended for six to ten days and/or referred for expulsion at the principal's election with written justification for the six to ten day suspension and/or referral for expulsion submitted in IMPACT Verify. Safe Schools Alternative Program placement may be recommended for the period of the expulsion. The student may also be disciplinarily reassigned by the Network Chief instead of being referred for expulsion.</p> <p>When a student in the sixth grade or above is referred for expulsion, the hearing officer may instead recommend that the student attend the Board-sponsored SMART program if the student's behavior does not require expulsion and the student is likely to benefit from remediation. The Saturday Morning Alternative Reach-Out and Teach Program (SMART) is a comprehensive and integrated eight-session Saturday morning program with an additional community service requirement. The SMART program provides students with character building and conflict resolution skills as well as prevention, intervention, referral and support services for the amelioration of alcohol- or drug-related problems and inappropriate behavior in general. An adult representative is also required to attend two Saturday program meetings.</p> <p>A recommendation to SMART is subject to approval by the Chief Executive Officer or designee. A</p>

<sup>18</sup> 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 offenses to a gang intervention program at a community based organization.

*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. <sup>19</sup>	student who is recommended for participation in the SMART program in lieu of expulsion but who fails to successfully complete the program shall be expelled.
**5-13	Initiating or participating in any inappropriate, minor physical contact with school personnel, such as pushing school personnel out of the way in order to physically fight with another student	
*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, regardless of intent	For offenses involving the improper use of the CPS network or information technology devices, network privileges may be revoked for up to two years, in addition to other disciplinary actions available.
*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	Following a period of suspension or expulsion, balanced and restorative justice practices may be used to help reintegrate a student into the school community (see Additional Resources section). For Group 5 behaviors, balanced and restorative justice practices may only be used in addition to, not in place of, suspension and discretionary referral for expulsion.
5-16	Inappropriate consensual sexual activity	
*5-17	Use or possession of illegal drugs, narcotics, controlled substances, "look-alikes" <sup>20</sup> of such substances, or contraband <sup>21</sup> , or use of any other substance for the purpose of intoxication in or before school or a school-related function <sup>22</sup>	
**5-18	Second or repeated violation of Behavior 4-14, use or possession of alcohol in school or at, before or after a school-related function <sup>23</sup>	
*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	

<sup>19</sup> It is not an act of misconduct to defend oneself as provided by the law.

<sup>20</sup> "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.

<sup>21</sup> 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.

<sup>22</sup> Consider referring students who commit 5-17 offenses to a substance abuse prevention program or counseling.

<sup>23</sup> Consider referring students who commit 5-18 offenses to a substance abuse prevention program or counseling.



## GROUP 6

ILLEGAL AND MOST SERIOUSLY DISRUPTIVE BEHAVIOR	INTERVENTIONS AND CONSEQUENCES (may be modified based on the age or grade level of the student)
<p>*6-1 Use, possession, and/or concealment of a firearm<sup>24</sup>/destructive device or other weapon<sup>25</sup> or "look-alikes" of weapons as defined in the Additional Resources section, or use or intent to use any other object to inflict bodily harm</p> <p>*6-2 Intentionally causing or attempting to cause all or a portion of the CPS network to become inoperable<sup>26</sup></p> <p>*6-3 Arson – knowingly damaging, by means of fire or explosive, a building and/or the personal property of others</p> <p>*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</p> <p>*6-5 Robbery – taking personal property in the possession of another by use of force or by threatening the imminent use of force</p> <p>*6-6 Sale, distribution, or intent to sell or distribute alcohol, illegal drugs, narcotics, controlled substances, "look-alikes"<sup>27</sup> of such substances, contraband,<sup>28</sup> or any other substance used for the purpose of intoxication, or repeated violation of Behavior 5-17<sup>29</sup></p> <p>*6-7 Sex acts which include the use of force</p> <p>*6-8 Aggravated battery (battery that causes great harm, is done with a deadly weapon, is done by a 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</p> <p>*6-9 Murder – killing an individual without legal justification</p> <p>*6-10 Attempted murder – an act that constitutes a substantial step toward intended commission of murder</p> <p>*6-11 Kidnapping – secret confinement of another against his/her will or transportation</p>	<p>A student shall be suspended for five days. A student may be suspended for six to ten days at the principal's election with written justification for the six to ten day suspension submitted in IMPACT Verify. A student shall also be referred for expulsion for a period of at least one calendar year, or as modified on a case-by-case review by the Chief Executive Officer or designee. Safe Schools Alternative Program placement may be recommended for the period of expulsion.</p> <p>When a student in the sixth grade or above is referred for expulsion, the hearing officer may instead recommend that the student attend the Board-sponsored SMART program if the student's behavior does not require expulsion and the student is likely to benefit from remediation. The Saturday Morning Alternative Reach-Out and Teach Program (SMART) is a comprehensive and integrated eight-session Saturday morning program with an additional community service requirement. The SMART program provides students with character building and conflict resolution skills as well as prevention, intervention, referral and support services for the amelioration of</p>

\* Behaviors marked with a single asterisk indicate that the school must notify the police of the incident.

<sup>24</sup> 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.

<sup>25</sup> 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.

<sup>26</sup> A network is considered inoperable when it is unable to perform at the level of functionality intended by its maintainers.

<sup>27</sup> "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.

<sup>28</sup> 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.

<sup>29</sup> It can 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.

<p>of another by force or deceit from one place to another with the intent to secretly confine</p> <p>*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</p>	<p>alcohol- or drug-related problems and inappropriate behavior in general. An adult representative is also required to attend two Saturday program meetings.</p> <p>A recommendation to SMART is subject to approval by the Chief Executive Officer or designee. A student who is recommended for participation in the SMART program in lieu of expulsion but who fails to successfully complete the program shall be expelled.</p> <p>For offenses involving the improper use of the CPS network or information technology devices, network privileges may be revoked indefinitely.</p> <p>Following a period of suspension or expulsion, balanced and restorative justice practices may be used to help reintegrate a student into the school community. For Group 6 behaviors, balanced and restorative justice practices may only be used in addition to, not in place of, suspension and referral for expulsion.</p>
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## 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, and 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 students are protected from bullying so they feel safe and supported in their efforts to succeed academically and develop 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**

This policy protects CPS students against bullying and harassment on the basis of actual or perceived race, color, religion, sex, national origin, 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. 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.

Bullying is 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 offense that occurs off campus but seriously disrupts any student's education.

### **Definitions**

**"Bullying"** means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students, that has or can be reasonably predicted to have one or more of the following effects:

- (1) placing the student in reasonable fear of harm to the student's person or property;
- (2) causing a substantially detrimental effect on the student's physical or mental health;
- (3) substantially interfering with the student's academic performance; or
- (4) 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.

**“Retaliation”** means any form of intimidation, reprisal or harassment directed against a student who reports bullying, provides information during an investigation, or witnesses or has reliable information about bullying.

**“Peer Conflict”** means disagreements and oppositional interactions that are situational, immediate and developmentally appropriate. 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. These interventions are designed to prevent Peer Conflict from escalating to Bullying.

### **Intervening to Address Bullying**

#### **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);
- (3) cooperate fully in any investigation of the incident and in implementing any safety plan established by the Principal/Designee.

#### **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, or by calling the CPS Violence Prevention Hotline (“Hotline”) at 1-888-881-0606. Anonymous reports will be accepted by the Principal/Designee and Hotline. No disciplinary action will be taken on the sole basis of an anonymous report.

#### **Investigation**

- (1) The Principal shall select a designee, employed by the school and trained in investigative procedures, to perform the investigation.
- (2) Investigation of a bullying incident shall be initiated within five school days of receipt of a report 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.
- (3) The investigation shall include:
  - a. Identifying the perpetrator(s), 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 the alleged perpetrator and target. The alleged perpetrator and target should never be interviewed together or in public. Individual interviews shall also be conducted in private with student and adult bystanders.
  - c. Determining how often the conduct occurred, any past incident or continuing pattern of behavior, and whether the target's education was affected.

- d. Assessing the individual and school-wide effects of the incident relating to safety, and assigning school staff to create and implement a safety plan that will restore a sense of safety for the target and other students who have been impacted.
  - e. When appropriate, preparing a Misconduct Report identifying his/her recommendation for individual consequences.
  - f. Comprehensively documenting the details of the investigation.
- (4) When the investigation is complete, the Principal/Designee shall ensure the investigation report is attached to the Incident Report in IMPACT.

#### Notification

On the same day the investigation is initiated, 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 Incident Report in IMPACT.

If the investigation results in the imposition of consequences, the Principal/Designee may advise the parent/legal guardian of students other than the perpetrator that the Student Code of Conduct was followed. S/he may not advise them of the specific consequence imposed, as that would violate the confidentiality of school-record information required by law.

When communicating incidents of bullying to the target'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 target is a student with a disability that 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 develop the student's skills and proficiencies to avoid and respond to bullying. In cases where the target or the student engaging in bullying behavior has a disability, the Principal/Designee shall comply with all laws regarding consequences for students with disabilities.

#### Imposing Consequences

Many Peer Conflicts can be resolved immediately and do not require reporting or creation of a Misconduct or Incident Report. If, however, a conflict is ongoing and meets the definition of bullying, the investigation procedures in this policy must be followed.

Schools must respond to bullying in a manner tailored to the individual incident, considering the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance. Appropriate responses and consequences are outlined in the Student Code of Conduct. Schools should avoid using punitive discipline (detention, suspensions, and expulsions) if any other method or consequence can be used with fidelity. Contact the Department of Youth Development and Positive Behavior Supports for school-wide prevention practices and the CPS Law Department for more information about the appropriate and legal consequences for student misconduct.

When an investigation determines that bullying occurred, the Principal/Designee shall explain the consequences in a non-hostile manner, and shall impose any consequence immediately and consistently. The Principal/Designee shall keep communicating and working with all parties involved until the situation is resolved. Some key indicators of resolution include:

- The perpetrator is no longer bullying and is interacting civilly with the target.
- The target reports feeling safe and is interacting civilly with the perpetrator.
- School staff notice an increase in positive behavior and social-emotional competency in the perpetrator and/or the target.
- School staff notice a more positive climate in the areas where bullying incidents were high.

#### What Not To Do:

-Solicit an apology from the perpetrator to the target, use peace circles, victim/offender conferences, or any form of mediation that puts the perpetrator and target in contact with one another in an immediate attempt to resolve the bullying. Research shows that bullies often lack empathy so their attempt at expressing remorse may not be genuine. Restorative approaches may be helpful 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.

#### Referrals

Interventions with bullies should not focus on feelings, but changing thinking. The Principal/Designee shall refer students who bully to positive-behavior small-group interventions (for anger management, trauma or social skills) within the school, if possible, to reinforce the behavioral expectation they violated and increase their social-emotional competency.

The targets of bullying need protection from bullies, but may also need support and help in changing their own behavior. The Principal/Designee shall ask a school mental health professional to refer these students to individual or group therapy where they can openly express their feelings about their bullying experience, or social-skills training and/or groups where they can practice assertiveness and coping mechanisms.

#### Appeal

Any party who is not satisfied with the outcome of the investigation may appeal to the Equal Opportunity Compliance Office (EOCO) within 15 calendar days of notification of the Principal's decision. The EOCO Administrator shall render a final determination in accordance with the timeline and procedures set out in the anti-bullying appeal guidelines established by the EOCO. The EOCO 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. The EOCO 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 IMPACT.

#### 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 Department of Youth Development and Positive Behavior Support 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;

- (4) Information about Internet safety issues as they relate to cyberbullying.

Student Internet Safety Education

In accordance with the Board's Internet Safety Policy, 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.

**Victim or Target Information**

School: \_\_\_\_\_

Name(s) and grade(s) of Victim/Target: \_\_\_\_\_

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

Name & Title of Person Reporting: \_\_\_\_\_

Relationship to Victim/Target: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Incident Information**

Name(s) of accused bully(ies) OR description (if name(s) unknown): \_\_\_\_\_

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Location of incident: \_\_\_\_\_

Date and time of incident: \_\_\_\_\_

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

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Please submit this report to the principal or any school staff member. You may also call the Violence Prevention Hotline (1-888-881-0606) to make a report.

Date of submission: \_\_\_\_\_



## ADDITIONAL RESOURCES

### BEST PRACTICES FOR PROACTIVELY SUPPORTING POSITIVE STUDENT BEHAVIOR<sup>30</sup>

In order to proactively support positive student behavior, all schools should:

**Establish a safe, supportive environment for learning.**

- Research shows that schools with a safe and supportive environment for learning achieve better academic, behavioral and social outcomes for all students.
- All staff contribute to a safe and supportive learning climate, especially security, office staff, lunchroom staff, and those who interact with students at the beginning and end of each day.
- Students are more likely to engage in instruction and attempt challenging academic activities when they feel safe and supported by adults and peers.

**Develop expectations for positive student behavior.**

- Before the first day of school, develop a short, clearly written set of 3-5 general expectations that apply to all students and staff (e.g. Be respectful; Be responsible; Be prepared; Be safe). Positively worded statements work best, rather than descriptions of what not to do.
- Customize general expectations to all settings and explain how to act in hallways, bathrooms, lunchroom, outdoors, entering/leaving school, etc. Allow teacher teams to customize the expectations for each grade level (where departmentalized) and/or classroom.
- Involve students when developing, refining, and communicating expectations.

**Use expectations to proactively support positive student behavior.**

- Post the general and customized expectations throughout the school. Teach the expectations to all students on the first day of school, throughout the first week of school, and continue this instruction until students demonstrate mastery. When teaching, staff should explain the rationale behind the expectation (e.g., "We are quiet in the hallways so other classes have the opportunity to learn."), model the expected behavior, and ask students to physically practice the expected behavior.
- Reteach expectations after long breaks from school or after a major disruptive event to reset the tone of the learning environment.
- Teach the expectations to students who transfer in after the first week of school.
- Require all adults in the school to model the expectations for all students in all settings, including all staff, parent/guardian volunteers, after school providers and community partners. Adults who do not model expected behaviors communicate to students that it is acceptable to deviate from expectations.
- Provide encouragement and praise when students meet expectations. Research shows positive behavior must be recognized three times as often as negative behavior to be reinforced.

**Guide daily interactions.**

- Make most adult-student interactions positive and encouraging.

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<sup>30</sup> The practices outlined herein are supported by the following references:

Epstein, M., Atkins, M., Cullinan, D., Kutash, K., & Weaver, R. (2008). *Reducing Behavior Problems in the Elementary School Classroom: A Practice Guide (NCEE #2008-012)*. Washington, DC: National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences, U.S. Department of Education. Retrieved from <http://ies.ed.gov/ncee/wwc/publications/practiceguides> on July 18, 2011.

Sprick, R.S., Garrison, M. & Howard, L. (2002). *Foundations: Establishing positive discipline policies, Module I: The Process, Module II: Behavior in the Common Areas, Module III: Safety, Discipline and Behavior Support*. Eugene, OR: Pacific Northwest Publishing.

<http://www.nrepp.samhsa.gov/ViewIntervention.aspx?id=242>

Wong, H.K., & Wong, R.T. (1991). *The first days of school: How to start school successfully*. Sunnyvale, CA: Harry K. Wong Publications.

- Provide positive interactions as soon as students enter school to welcome students into the learning environment and to counteract any negative experience the student may have had since last leaving school.
- Greet students when entering each classroom to engage them and communicate they are wanted in school.
- Open lessons with excitement and communicate high expectations for student success.
- Interact with students during work periods by inviting questions and offering encouragement and support.
- Provide students frequent positive feedback on behavioral and academic effort. Feedback should be specific and descriptive so students know how they are meeting expectations.
- Encourage most student-to-student interactions to be positive and encouraging.
  - Encourage students to be inclusive (not cliquish or exclusionary),
  - Encourage students to be supportive (not hostile or sarcastic), and
  - Be gently intolerant of bullying behaviors. For example, "We don't treat people that way in this school."
- Ensure active supervision of students in all settings to reduce student misbehavior and provide opportunities to reinforce expected behaviors.
  - Engage positively with the students being supervised (chatting, waving, smiling, etc.),
  - Make eye contact with students,
  - Circulate among students continuously; never stand in one place or to one side of the area of supervision,
  - Provide a high concentration of adults in settings that have high potential for conflict (stairs, busy intersections, bathrooms), and
  - Cover all areas when many students are present.
- Develop, teach and reinforce routines, procedures and transitions that support positive behavior and minimize opportunity for conflict.
  - In the classroom, develop procedures for entering, leaving, submitting work and changing between different instructional tasks.
  - In other school settings, develop procedures for traveling in stairwells, lunch periods, the beginning and end of the day, and any other time when many students are in common areas together.

**When expectations are not met, use instructive and corrective consequences early and often (see the next section for examples).**

- **Correct behavior calmly and in a manner that demonstrates that the student is safe and supported at school.**
- View inappropriate behavior as an instructional opportunity; reteach expectations and allow the student to practice expected behavior.
- Use consequences that promote student self-reflection: What harm was caused? What can be done to correct the harm? Why did the student make that choice? What could they have done differently? What help does the student need and from whom to make a different choice next time?
- Communicate the importance of instructional time; correct student behavior and return them to the instructional setting as quickly as possible.
- Document the use of corrective consequences to track success.

#### **INSTRUCTIVE AND CORRECTIVE CONSEQUENCES – EFFECTIVE RESPONSES AND INTERVENTIONS FOR CHALLENGING STUDENT BEHAVIOR**

A student is a member of his or her school community. If a member of the community does not meet the expectations needed for a safe, supportive and productive learning environment, school staff members' first and most frequent response should be to use misbehavior as a teachable moment to help the student correct future behaviors. Using the opportunity to instruct and correct behaviors is the most reliable and effective method to change the behavior of students. In addition, it takes minimal time away

from instruction and promotes behavior change in students. One of the simplest ways to make this change is through **Instructive and Corrective Responses**, some of which are so simple we use them all the time.

**Instructive responses** should be used when the student's inappropriate behavior is caused by a lack of knowledge, in general or in the moment. If a student does not know the behavioral expectations, he or she cannot follow them. Instructive consequences are designed to teach students general behavioral expectations and new skills needed to allow them to meet those expectations. Instructional responses include reteaching expectations, allowing students to practice expectations, modeling expectations, and helping students reflect on the impact of their behavior on themselves and others.

**Corrective responses** should be used when a student knows but momentarily disregards the expectations. In order to not repeat inappropriate behaviors, students must be afforded the opportunity to correct their behavior, preferably in the moment. Corrective consequences require students to demonstrate and practice the expected behavior as a replacement for the inappropriate behavior. Corrective responses include reminding, redirecting, setting up intentional cues, and teaching different behavioral responses.

Most staff members in schools use instructive and corrective responses regularly, so many of these may be familiar to you. Using instructive and corrective consequences when given the opportunity will create a safe, supportive and productive school climate. The examples below are organized from least intensive to most intensive responses. ***These are intended to serve as examples only*** – additional instructive or corrective consequences may be appropriate to your setting.

- Correct fluently – use supervisory opportunities to engage students in positive conversations and build ongoing relationships; create a menu of behavioral consequences as part of a school and classroom management plan; ignore misbehavior that is designed to get attention; refrain from excusing the student from assigned work as a result of the misbehavior; and develop a natural consequences for off-task behavior.
- Verbally redirect – remind students of behavioral expectations.
- Reteach expectations – remind students of behavioral expectations and practice the appropriate behavior at the time.
- Check-in and Check-out – set up a regular interaction between the student and a staff member with whom the student has a positive relationship. Use the interaction to *reinforce* specific behavioral expectations and *correct* any inappropriate behavior.
- Assign student to short courses or modules on topics related to behavior as a consequence for inappropriate behavior.
- Balanced and Restorative Justice Strategies (see next section for more information).
- Anger management group services – referral to social worker, counselor, or community partner for students who qualify to participate in group services to build coping skills and improve communication skills.

#### **Available strategies and support options:**

Contact the Department of Youth Development and Positive Behavior Supports at 553-1830 for a Resource Guide on effective use of instructive and corrective consequences. This Guide includes:

- **Getting Started:** What curricula will help school staff implement each instructive/corrective consequence?
- **Training options:** How can I develop my capacities?
- **Implementation guides:** Am I on track for success?
- **Coaching guides:** How can I help my teachers and staff members grow in their practice?
- **Outcome Tracking Metrics:** How can I tell if I am making an impact?
- **Specific Program Model:** How can I use detention effectively?
- **Specific Program Model:** What are best practice models for in-school suspension?
- **Specific Program Model:** What are alternatives to out-of-school suspension?

### **BALANCED AND RESTORATIVE JUSTICE STRATEGIES**

*Balanced and restorative justice strategies are ways of thinking about and responding to conflicts and problems by involving all participants to identify what happened, describe how it affected everyone, and find solutions to make things right. These strategies are also called "Restorative Justice" and "Restorative Practices." The following is a listing of generally accepted restorative strategies. These strategies may be used at the discretion of the principal in lieu of, or in addition to, certain other interventions set forth in the SCC, when all parties voluntarily agree to participate and the appropriate resources are available to support a meaningful effort. This list is not exhaustive of all balanced and restorative justice strategies. A guide for implementing these strategies is available by contacting the Department of Youth Development and Positive Behavior Supports at 553-1830.*

#### **Circles** (Also called Peacemaking Circles, Peace Circles, Healing Circles, Circles of Understanding)

Circles use traditional circle ritual and structure to allow all participants to speak from the heart, share in a search for understanding, and together identify the steps necessary to heal all affected parties and prevent future offenses. Circles should **always** be facilitated by a trained "Circle Keeper."

Circles typically involve a multi-step procedure that includes: (1) agreement by the referred student to participate in the circle process; (2) a healing circle for the injured party; (3) a healing circle for the referred student; (4) a circle to develop consensus on the elements of a healing plan; and (5) follow-up circles to monitor the progress of the referred student. The healing plan may incorporate commitments by the school, community, and family members, as well as by the referred student. Procedures vary from community to community and are designed locally to fit community needs and culture. Circles also may be used in schools to improve school culture and build relationships.

Circles are not appropriate for all offenses. To determine whether a circle is appropriate, consider the connection of the referred student to the community, the sincerity and nature of the referred student's efforts to be healed, the input of injured parties, and the dedication of the referred student's support group.

#### **Community Service**

Community service is work performed by a referred student for the benefit of the school community. Because neighborhoods and school communities are harmed by criminal and delinquent activities, they can be at least partially restored by meaningful service that contributes to their improvement. Community service offers one way a referred student can be held accountable to repair some of the harm caused by his or her criminal or delinquent actions.

Examples of community service include: programs that beautify a community's environment such as cleanup efforts or graffiti removal. Truly restorative community service offers the injured party the opportunity to provide input into the types of community service they would like to see the referred student perform, including activities that directly benefit the injured party or a charity or project of the injured party's choice.

#### **Peer Juries** (Also called Youth, Teen and Student Courts)

Peer Juries are programs in which youthful referred students, injured parties, and community members work to repair harm, build competencies and help to create safer schools and/or communities. Youth courts typically resemble courts, while peer juries often resemble peacemaking circles or community panels. Agencies utilizing youth court programs include juvenile courts, juvenile probation departments, law enforcement, private nonprofit organizations, and schools.

School peer juries involve hearings at the referred student's school or within the Network of the referred student's school. In order to appear before a school peer jury, the referred student must admit to committing the misconduct, and the student and parent/guardian must agree to abide by the agreements made between the referred student and the school peer jury and complete the disciplinary actions recommended. To participate in school peer juries, a student must be referred by the principal or

designee. Any individual school's program must be approved by the Chief Executive Officer or designee, and school peer jury members must receive specialized training.

**Restorative Group Conferencing** (Also called *Family Group Conferencing* or *Accountability Conferencing*)

Restorative group conferencing involves the community of people most affected by the offense – the injured party and the referred student; and the family, friends and key supporters of both. A trained facilitator leads a discussion about the harm caused and how that harm might be repaired. To participate, the referred student must admit to the offense. Participation by all involved is voluntary. The conference typically begins with the referred student describing the incident, followed by each participant describing the impact of the incident on his or her life. It is preferable to allow the injured party to start the discussion, if they wish. Through these narrations, the referred student is faced with the human impact of the behavior on the injured party, on those close to the injured party, and on the referred student's own family and friends. The injured party has the opportunity to express feelings and ask questions about the incident. After a thorough discussion of the impact of the behavior on those present, the injured party is asked to identify desired outcomes from the conference, and thus help to shape the obligations that will be placed on the referred student. All participants may contribute to the problem-solving process of determining how the referred student might best repair the harm he or she has caused. The session ends with participants signing an agreement outlining their expectations and commitments. The facilitator should conduct in person, pre-conferencing sessions with both parties and make follow-up contacts, including the monitoring of any agreement reached. Conferencing is not appropriate when there are power differentials, such as between gangs or in a bully-injured party situation.

**Injured Party Impact Panels** (also called *Victim Impact Panels*)

Injured party impact panels provide a forum for injured parties to tell a group of referred students about the impact of the offense on their lives and on the lives of their families, friends, and neighbors. Panels typically involve three or four injured party speakers, each of whom spends about 15 minutes telling their story in a nonjudgmental, non-blaming manner. The referred students of the injured party presenters are not present. While some time is usually dedicated to questions and answers, the purpose of the panel is for the injured parties to speak, rather than for the injured parties and referred students to engage in a dialogue. Injured parties should be sufficiently healed from their experience before participating in a panel to avoid exacerbation of their trauma. Injured party impact panels are almost never appropriate for bullying situations, because of the probability the panel may further empower the bully.

**Injured Party-Referred Student Conferencing** (Also called *Victim-Offender Conferencing*, *Mediation*, or *Dialogue*)

Injured party-referred student mediation is a process that provides the injured party an opportunity to meet the offending student, in a safe and structured setting, and engage in a mediated discussion of the offense. With the assistance of a trained mediator, the injured party is able to tell the referred student about the offense's physical, emotional and financial impact; to receive answers to lingering questions about the offense and the referred student; and to be directly involved in developing a restitution plan for the referred student to pay back his or her financial debt. The process is not primarily focused on reaching a settlement, but most sessions do result in a restitution agreement. The mediator should conduct in person, pre-mediation sessions with both parties and make follow-up contacts, including the monitoring of any agreement reached. This conference is almost never appropriate for bullying situations, because the injured student is vulnerable to more emotional harm and the conference may inadvertently empower the bully even more.

**PROCEDURAL GUIDELINES FOR DISCIPLINE OF STUDENTS WITH DISABILITIES/IMPAIRMENTS**<sup>31</sup>

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 do not count toward the 10-day limit. Principals are not required to suspend students with disabilities for the mandatory periods set forth in this Code for a single offense. Specifically, the Principal or his or her designee has discretion to suspend students with disabilities fewer days than set forth for a single offense. 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 Department of Procedural Safeguards and Parental Supports (773/553-1905) is absolutely necessary. **Without such consultation and approval from Department of Procedural Safeguards and Parental Supports, 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 alternative placement pursuant to the CPS SCC, the following apply:

1. School must provide written notice to the parent/guardian or surrogate parent of the intervention or consequence being considered 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 discipline the student. School must also provide parent/guardian/surrogate with a written copy of 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 Student Code of Conduct, 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.

<sup>31</sup> 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 charged with a violation of 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 charged with a violation of 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
- 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 charged with a violation of Section 6-1 of the SCC.

**Firearms - these include:**

- Pistol
- Revolver
- Other firearms
- Live ammunition/Live bullets
- 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 charged with a violation 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 charged with a violation of 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 ALTERNATIVE PLACEMENT GUIDELINES**

### **Expulsion Referral**

- ◆ Expulsion is the removal of a student from school for 11 or more consecutive days, up to a maximum of two calendar years.<sup>32</sup>
- ◆ If a student's inappropriate behavior falls within Group 5 of the SCC, a school principal *may* choose to refer the student for expulsion with written justification submitted in IMPACT Verify.
- ◆ If a student's inappropriate behavior falls within Group 6 of the SCC, a school principal *must* refer the student for expulsion.
- ◆ Schools submit expulsion referrals through IMPACT Verify. The Law Department will review expulsion referrals, schedule expulsion hearings, and prepare the case before the hearing.
- ◆ Parents and guardians of students referred for expulsion will be sent 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.

### **Emergency Assignment to Alternative Placement**

- ◆ Students who commit extremely serious Groups 5 or 6 misconducts may be assigned to an alternative school on an emergency basis while an expulsion hearing is pending. Alternative school placement means that the student is disciplinary reassigned to the Safe Schools Alternative Program, which serves students in Grades 6-12 and offers specialized curriculum, smaller teacher-student ratios, and support services. Because this placement is not permanent, students may be assigned to an alternative school without being given the opportunity for a hearing.
- ◆ General education students may be referred for emergency placement in an alternative school if they commit a severe act of misconduct that presents a serious and credible threat of harm to themselves or others.
- ◆ 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 alternative placement 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 interim alternative placement.

### **Expulsion Hearing Procedures**

- ◆ 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 in IMPACT Verify.
- ◆ 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 one of the following recommendations: Do Not Expel, Referral to SMART (in lieu of expulsion), or Expel (for a set term of one semester 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. If a student is expelled, Safe Schools Alternative Program placement may be offered for the period of the expulsion.

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<sup>32</sup> This definition does not apply to exclusion of a student from school for failure to comply with immunization requirements or temporary emergency placement.

- ◆ The hearing officer may recommend that the student attend the Board-sponsored SMART program<sup>33</sup> if the student's behavior does not require expulsion and the student is likely to benefit from remediation. A recommendation to SMART is subject to approval by the Chief Executive Officer or designee. A student who is recommended for participation in the SMART 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 Safe Schools 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.
- ◆ Administrators at the home school are encouraged to utilize balanced and restorative justice strategies to help reintegrate the student into the school community.
- ◆ After a student returns from an expulsion, principals should schedule check-in meetings with the student, parents/guardians, and staff members to monitor his/her transition.

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<sup>33</sup> The Saturday Morning Alternative Reach-Out and Teach Program (SMART) is a comprehensive and integrated eight-session Saturday morning program with an additional community service requirement. The SMART program provides students with character building and conflict resolution skills as well as prevention, intervention, referral and support services for the amelioration of alcohol- or drug-related problems and inappropriate behavior in general. An adult representative is also required to attend two Saturday program meetings.

## **NOTICE TO PARENTS AND STUDENTS REGARDING BOARD POLICIES**

### **Student Records**

Under the Federal Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA"), students and their parents have certain rights with respect to the student's educational records. These rights transfer solely to the student who has reached the age of 18, graduated from secondary school, married or entered into military service, whichever comes first.

### **Notice of Student Record Retention and Disposal**

The law requires the Board of Education of the City of Chicago (the "Board") to maintain educational records, which includes both "permanent records" and "temporary records." A student's permanent record contains the student's name, place and date of birth, address, transcript, parent(s) name(s) and address(es), attendance records, and other information mandated by the Illinois State Board of Education. The student's temporary records include all school-related student information not contained in the permanent record. Student records may include both paper and electronic records.

According to Board policy, the retention periods for student records are as follows:

<b>Student Grade Level</b>	<b>Record Category</b>	<b>Minimum Record Retention Period</b>	<b>Destruction Authorized When</b>
Elementary and High School	Permanent Student Records	82 years after the student's date of birth	Student Age – 83
Elementary and High School	Temporary Special Education Records	27 years after the student's date of birth	Student Age – 28
High School	Temporary Student Records	27 years after the student's date of birth	Student Age – 28
Elementary	Temporary Student Records	20 years after the student's date of birth	Student Age – 21

The Board will follow the above retention schedule and will destroy these student records in the natural course of business when the records are eligible for disposal. Notice of the record disposal schedule is provided through annual newspaper publication. To review student records after the student has transferred, graduated or withdrawn from school, parents and students may contact the student's former school or Former Student Records (773-553-2340). For additional information, refer to the Board's Policy on Student Records Retention at <http://policy.cps.k12.il.us/download.aspx?ID=84>.

### **Right to Review and Challenge Student Records**

Parents and students, whether emancipated or not, have the right to inspect and copy all of the student's educational records maintained by the school or the Board unless the parent is prohibited by an order of protection from obtaining those records within 45 days after the day the school receives a request for access. Parents of eligible students should submit to the school principal a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

When a student is transferring to a school outside the Chicago Public Schools district, parents have the right to inspect and copy and to challenge their children's temporary and permanent student records prior to the time records are transferred to the out-of-district school.

Schools may not charge to search for or retrieve information, though schools may charge a reasonable fee to copy records. *No parent or student shall be denied a copy of the student records due to their inability to pay.*

Parents have the right to request that a school corrects recorded information (with the exception of academic grades) that they believe is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA and ISSRA. Parents or eligible students who wish to ask the school to amend a record should write the school principal, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a formal hearing by submitting a written request to the Board. Parents should contact the Office of Diverse Learner Supports and Services, Chicago Public Schools, 125 S. Clark Street, 8<sup>th</sup> Floor, Chicago, IL 60603, for a formal hearing. After the hearing, if the Board decides not to amend the record, the parent has the right to place a statement with the records commenting on the contested information in the record. The parent may appeal the Board's decision by contacting the Illinois State Board of Education (ISBE), Division Supervisor for the Division of Accountability, 100 W. Randolph St., Suite 14-300, Chicago, IL 60601. For more information on how to review and/or challenge a student's record, review the Board's policy on "Parent and Student Rights of Access to and Confidentiality of Student Records" (<http://policy.cps.k12.il.us/documents/706.3.pdf>).

### **Release of Student Records**

Parents and eligible students have the right to provide written consent before the school discloses personally identifiable information from the student's education records, except to the extent that FERPA authorizes disclosure without consent. Generally, schools may not release student records information without written permission from the parent. However, the law allows the disclosure of records, without consent, to select parties, including:

- School district employees or officials<sup>34</sup> who have legitimate educational interest<sup>35</sup> in the student;
- Officials, upon request, of another school district or institutions of post-secondary education in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer;
- Certain government officials as required by State or Federal law;
- Persons conducting studies, pursuant to a written agreement with the Board;
- Individuals who have obtained a court order regarding the records, provided the parents are notified;
- Persons who need the information in light of a health or safety emergency; and
- State and local authorities in the juvenile justice system.

A school may also disclose, without consent, certain "Directory Information" such as a student's name, address, telephone number, date and place of birth, and awards and dates of attendance, provided that prior to the release of the Directory Information the parents are given the opportunity to opt out of the release of this information, in which case the information will not be released.

Please note that no person may condition the granting or withholding of any right, privilege or benefit or make as a condition of employment, credit or insurance the securing by any individual of any information from a student's temporary record that the individual may obtain through the exercise of any right secured under ISSRA.

### **Release of Records to Recruiters**

The No Child Left Behind Act ("NCLB") and the Illinois School Code require school districts to provide the names, addresses and telephone numbers of all 11<sup>th</sup> and 12<sup>th</sup> grade students to military recruiters or

<sup>34</sup> A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. School officials can include contractors, consultants, volunteers or other parties under the Board's direct control with whom the Board has agreed to outsource certain institutional services or functions, and who have a legitimate educational interest in the specific education records disclosed. The Board's agreement with these contractors, consultants, volunteers or other parties will specifically outline the legitimate educational interest and which educational records are disclosed.

<sup>35</sup> A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

institutions of higher learning upon their request. This information is made available to recruiters only through the Director of Policies and Procedures. Parents and students, regardless of whether the student is emancipated or not, may request that their contact information not be disclosed as described below.

If a parent or student does not wish to have the student's contact information released to military recruiters or institutions of higher education, they must submit a written request to the Director of Policies and Procedures, Chicago Public Schools, 125 S. Clark St., 5<sup>th</sup> Floor, Chicago, IL 60603, 773/553-3733, FAX 773/553-2151. The request to opt out must include the student's name, ID number and school. For convenience, the Board has developed an opt out form which is available at all Chicago Public Schools high schools. Parents and students must submit their opt-out request to the Director of Policies and Procedures by **December 1<sup>st</sup>** if they wish to opt out of releasing student records to recruiters. For more information on opting out of the release of contact information to recruiters, please review the Board's "Recruiter Access Policy" (<http://policy.cps.k12.il.us/documents/708.1.pdf>).

#### **Release of Records for FAFSA Completion Project and National Student Clearinghouse**

The Board releases student Directory Information on all 12<sup>th</sup> grade students to:

- (1) The Illinois Student Assistance Commission (ISAC) to assist students with college financing opportunities by completing the Free Application for Federal Student Aid (FAFSA) and to determine eligibility for ISAC-related scholarships. The FAFSA is required for students to receive many forms of college financial aid; ISAC and CPS collaborate to support family FAFSA completion; and
- (2) The National Student Clearinghouse, an organization which provides data to CPS on students' postsecondary enrollment and retention. The National Student Clearinghouse helps CPS to understand and improve the college readiness and success of CPS graduates.

The Directory Information to be released is: the student's name, address, date of birth and high school name. If a parent or student does not wish to have the student's Directory Information released to ISAC for the FAFSA Completion Project and scholarships or the National Student Clearinghouse they must submit a written request to the Office of Pathways to College and Career, Chicago Public Schools, 125 S. Clark St., 12<sup>th</sup> Floor, Chicago, IL 60603, 773/553-2108, FAX 773/553-3543. The request to opt out must include the student's name, ID number and school. For convenience, the Board has developed an opt out form which is available at all Chicago Public Schools high schools. **Parents and students must submit their opt out request to the Office of Pathways to College and Career by October 1<sup>st</sup> if they wish to opt out of releasing student Directory Information for the FAFSA Completion Project and/or the National Student Clearinghouse.**

#### **Filing of Complaints**

Parents have the right to file a complaint with the U.S. Department of Education if they believe the school district has failed to comply with the requirements of FERPA by contacting the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, D.C. 20202-5901.

#### **Student Interventions**

The District maintains a policy on the use of momentary physical interventions to maintain the safety of students and staff and to remove disruptive students from the classroom (<http://policy.cps.k12.il.us/documents/705.7.pdf>). The District also maintains a policy on the use of Behavioral Interventions, Physical Restraints and Isolated Time-Outs with Students with Disabilities (<http://policy.cps.k12.il.us/documents/705.4.pdf>).

#### **Notice of Search and Seizure Policy**

Any Person who enters onto the property of the Board of Education of the City of Chicago may be subject to a search in accordance with the Board's Search and Seizure Policy, (<http://policy.cps.k12.il.us/documents/409.3.pdf>).

### **Student Research Surveys**

The District maintains a Research Study and Data Policy to address how individuals may conduct student research activities including surveys in the Chicago Public Schools (<http://policy.cps.k12.il.us/documents/203.4.pdf>). This policy has been established to comply with the requirements of the Federal Pupil Protection Rights Act ("PPRA"). Parents or guardians who believe their rights under the PPRA may have been violated may file a complaint with: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, D.C. 20202.

### **Administration of Medications Policy**

The District maintains a policy on the requirements for the administration of medication to a student during school hours (<http://policy.cps.k12.il.us/documents/704.2.pdf>). A written request must be made by a licensed physician and submitted on the CPS medication request form. The parent/guardian must submit a signed Parent's Authorization to Release Medical Information form. Medication will not be administered unless these forms are properly completed and received. This policy addresses administration of both prescription drugs and non-prescription (over the counter) drugs. Students shall not bring medication to school without authorization.

### **Title IX**

Title IX of the Educational Amendments of 1972 banned discrimination on the basis of sex in schools and governs the overall equity of treatment and opportunity in athletics programs in schools. The Chicago Public Schools (CPS) is committed to providing participation opportunities for female and male students at CPS high schools that effectively accommodate the athletic interests and abilities of both sexes consistent with the requirements of Title IX, its implementing regulations and applicable United States Department of Education Office of Civil Rights policies.

In order to accommodate the interests and abilities of female students, any student or other interested party, such as a coach or parent, may contact the CPS Department of Interscholastic Competition (formerly known as Sports Administration) at [TitleIXAthleticRequest@cps.edu](mailto:TitleIXAthleticRequest@cps.edu) or by calling 773/534-0700 to inquire about adding a new sport or a new level (e.g. varsity, junior varsity, sophomore, freshman) to an existing sport at any CPS high school.

### **CPS Policy Website**

Copies of all Board Policies can be obtained on the CPS Website at (<http://policy.cps.k12.il.us/>) or by writing to the Board Secretary, Chicago Board of Education, 125 S. Clark St., 6<sup>th</sup> Floor, Chicago, Illinois 60603.



# MISCONDUCT REPORT



Dear Parent or Guardian,

Your student engaged in inappropriate behavior and has been assigned an intervention and/or consequence under the CPS Student Code of Conduct ("SCC"; find online: <http://cps.edu/Pages/StudentResourcesStudentCodeofConduct.aspx>).

STUDENT NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_  
 STUDENT ID NUMBER: \_\_\_\_\_ SCHOOL ID NUMBER: \_\_\_\_\_  
 INCIDENT DATE: \_\_\_\_\_ MISCONDUCT/INCIDENT REPORT # \_\_\_\_\_  
 SCC INFRACTION: \_\_\_\_\_ INCIDENT LOCATION: \_\_\_\_\_

NARRATIVE (do not include other students' names):

## INTERVENTION/CONSEQUENCE ASSIGNED:

☐ Instructive, Corrective, or Restorative Response:

☐ Parent Conference

DATE:

TIME:

☐ Assignment to counseling services (see attached)

☐ Victim Offender Conferencing

☐ Mediation

☐ Victim Impact Panel

☐ Peer Jury

☐ Check-In / Check-Out

☐ Peer Conferencing

☐ Self-Reflection Sheet

☐ Circle

☐ Behavioral Contract / Report Card

☐ Community Service

☐ Referral to Program

☐ Social Skills Instruction / Tutoring / Mini-Course

☐ Other (completed manually): \_\_\_\_\_

☐ Detention

☐ Suspension:

☐ Out-of-school:

☐ In-school:

☐ Disciplinary Reassignment

☐ Expulsion Hearing Referral

POLICE NOTIFICATION: ☐ Yes ☐ No

ARREST: ☐ Yes (P.D. RD#) ☐ No

## Parent/Guardian Notified of Misconduct by (to be completed by hand):

☐ Mailed on (date) \_\_\_\_\_ (home address) \_\_\_\_\_

☐ Emailed on (date) \_\_\_\_\_ (email address) \_\_\_\_\_

☐ Hand Delivered on (date) \_\_\_\_\_ to (parent/guardian name) \_\_\_\_\_

If you have questions or need to reschedule a Parent Conference, please call \_\_\_\_\_ at 773/5 \_\_\_\_\_. (to be completed by hand)

You have the right to appeal the intervention and/or consequence assigned to your student. For all interventions and consequences, you may ask the principal to review and reconsider. For suspensions, disciplinary reassignment, and expulsion referrals, you may appeal in writing to the Network Office at 501 W. 35th Street.

Completed By (name and title): \_\_\_\_\_ Date: \_\_\_\_\_

4/22/2013 3:21:16 PM

**ACKNOWLEDGEMENT OF RECEIPT OF THE STUDENT CODE OF CONDUCT**

Chicago Public Schools  
Student Code of Conduct  
2013-2014

**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

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**President Vitale indicated that if there were no objections, Board Reports 13-0724-RS1 through 13-0724-RS7, 13-0724-PO1 and 13-0724-PO2 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 13-0724-RS1 through 13-0724-RS7, 13-0724-PO1 and 13-0724-PO2 adopted.**



13-0724-CO1

**COMMUNICATION RE: LOCATION OF  
BOARD MEETING OF AUGUST 28, 2013**

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

**Dr. Carlos M. Azcoitia  
Dr. Henry S. Bienen  
Dr. Mahalia A. Hines  
Jesse H. Ruiz  
Deborah H. Quazzo  
Andrea L. Zopp**

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, August 28, 2013 will be held at:

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

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

Public Participation Guidelines are available on [www.cpsboe.org](http://www.cpsboe.org) or by calling (773) 553-1600.

For the August 28, 2013 Board Meeting, advance registration will be available beginning Monday, August 19<sup>th</sup> at 8:00 a.m. and close Friday, August 23<sup>rd</sup> at 5:00 p.m., or when all 60 speaking slots are filled. You can advance register during the registration period by the following methods:

Online: [www.cpsboe.org](http://www.cpsboe.org) (recommended)  
Phone: (773) 553-1600  
In Person: 125 South Clark Street, 6<sup>th</sup> Floor

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

13-0724-EX1\*

**TRANSFER OF FUNDS  
Various Units and Objects**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

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

**1. Transfer from South Side High School Network to Kenwood Academy**

Rationale:	Transferring transportation funds for college preparation.		
Transfer From:	Unit	South Side High School Network	02241
	Fund	School Special Income Fund	124
	Account	Commodities - Supplies	53405
	Program	Region Office-Support	232105
	Grant	Default Value	000000
Transfer to:	Unit	Kenwood Academy	46361
	Fund	School Special Income Fund	124
	Account	Pupil Transportation	54210
	Program	Other Instr Purposes Misc	119035
	Grant	Default Value	000000
Amount:	\$1,000.00		

**2. Transfer for Educational Tools and Technology**

Rationale:	Benefits for bucket.		
Transfer From:	Unit	Educational Tools and Technology	10840
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Services - Professional & Technical	54125
	Program	Learning Technology	221206
	Grant	Children'S Low Cost Laptop Program Fy13	395022
Transfer to:	Unit	Educational Tools and Technology	10840
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Benefits Pointer	51330
	Program	General Salary S Bkt	290001
	Grant	Children'S Low-Cost Laptop Program	395020
Amount:	\$1,000.00		

**3. Transfer for Academic Learning and Support**

Rationale:	Funds needed for printed materials for Science Fair.		
Transfer From:	Unit	Academic Learning and Support	11375
	Fund	General Education Fund	115
	Account	Property - Equipment	55005
	Program	General Science	111032
	Grant	Default Value	000000
Transfer to:	Unit	Academic Learning and Support	11375
	Fund	General Education Fund	115
	Account	Services - Printing	54520
	Program	General Science	111032
	Grant	Default Value	000000
Amount:	\$1,000.00		

**4. Transfer from Capital/Operations - City Wide to South Loop School**

Rationale:	Funds Transfer From Award# 2013-436-00-04 To Project# 2013-23751-LTG ; Change Reason : NA.		
Transfer From:	Unit	Capital/Operations - City Wide	12150
	Fund	Miscellaneous Capital Fund	436
	Account	Capitalized Construction	56310
	Program	Energy Efficiency Projects	253531
	Grant	Default Value	000000
Transfer to:	Unit	South Loop School	23751
	Fund	Miscellaneous Capital Fund	436
	Account	Capitalized Construction	56310
	Program	Energy Efficiency Projects	253531
	Grant	Default Value	000000
Amount:	\$1,000.00		

**5. Transfer for Far South Side K-12 Network**

Rationale:	Funds are needed for seminars, and Fees.		
Transfer From:	Unit	Far South Side K-12 Network	02151
	Fund	NCLB Title I Regular Fund	332
	Account	Regular Position Pointer	51300
	Program	General Salary S Bkt	290001
	Grant	Supplemental	430136
Transfer to:	Unit	Far South Side K-12 Network	02151
	Fund	NCLB Title I Regular Fund	332
	Account	Seminar, Fees, Subscriptions, Professional Memberships	54505
	Program	Professional Develop/Curriculum Develp	221234
	Grant	Supplemental	430136
Amount:	\$1,000.00		

**1122. Transfer for Information & Technology Services**

Rationale: Funds Transfer From Award# 2013-484-00-08 To Project# 2013-12510-UAR2 ; Change Reason : NA.

Transfer From:	Unit	Information & Technology Services	12510
	Fund	Anticipated Summer 2013 Bonds	484
	Account	Capitalized Equipment	56302
	Program	Technology Purchases	266418
	Grant	Default Value	000000

Transfer to:	Unit	Information & Technology Services	12510
	Fund	Anticipated Summer 2013 Bonds	484
	Account	Property - Equipment	55005
	Program	Tech XI Services	266402
	Grant	Default Value	000000

Amount: \$8,364,093.00

**1123. Transfer for Information & Technology Services**

Rationale: Funds Transfer From Project# 2013-12510-UAR2 To Award# 2013-484-00-08 ; Change Reason : NA.

Transfer From:	Unit	Information & Technology Services	12510
	Fund	Anticipated Summer 2013 Bonds	484
	Account	Property - Equipment	55005
	Program	Tech XI Services	266402
	Grant	Default Value	000000

Transfer to:	Unit	Information & Technology Services	12510
	Fund	Anticipated Summer 2013 Bonds	484
	Account	Capitalized Equipment	56302
	Program	Technology Purchases	266418
	Grant	Default Value	000000

Amount: \$8,364,093.00

**1124. Transfer from Capital/Operations - City Wide to Information & Technology Services**

Rationale: Funds Transfer From Award# 2013-484-00 To 2013-484-00-08.

Transfer From:	Unit	Capital/Operations - City Wide	12150
	Fund	Anticipated Summer 2013 Bonds	484
	Account	Capitalized Construction	56310
	Program	Parent Award	253543
	Grant	Default Value	000000

Transfer to:	Unit	Information & Technology Services	12510
	Fund	Anticipated Summer 2013 Bonds	484
	Account	Capitalized Equipment	56302
	Program	Technology Purchases	266418
	Grant	Default Value	000000

Amount: \$10,000,000.00

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

**13-0724-EX2**

**APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS  
DEPARTMENT OF EMPLOYMENT SECURITY TO SHARE DATA**

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

Approve entering into an Intergovernmental Agreement with the Illinois Department of Employment Security ("IDES") to have IDES provide CPS with data relating to student employment and earnings data for current students, students who have dropped out of high school, and graduates. A written agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**AGENCY:** Illinois Department of Employment Security  
ISD/Technical Services and Security  
33 South State Street – 11<sup>th</sup> Floor  
Chicago, IL 60603-2802  
Contact Person: Tom Katskee  
Phone: 312-793-9183

**USER:** Office of Accountability  
125 South Clark Street – 16<sup>th</sup> Floor  
Chicago, IL 60603  
Contact Person: John Barker  
Phone: 773-553-4510

**PROJECT DESCRIPTION:** The Chicago Public Schools is committed to supporting students in the attainment of college and career readiness and in transitioning to successful post-secondary outcomes. In order to evaluate our successes and track student employment, CPS requires access to appropriate data for current students, students who have dropped out of high school, and graduates. By entering into this intergovernmental agreement, CPS will be able to access reliable employment information to support our mission and vision of ensuring that all students are engaged in successful post-secondary outcomes.

**TERM:** The term of this agreement shall commence on the date the agreement is signed and shall end June 30, 2014. This agreement shall have one (1) option to renew for a period of twelve (12) months.

**RESPONSIBILITIES OF PARTIES:**

A. IDES Responsibilities shall include the following:

1. Provide employment and earnings data for identified students who have dropped out of high school, as well as for current students and graduates from IDES' Unemployment Insurance wage records.

B. Board Responsibilities shall include the following:

1. Provide Social Security Numbers (SSNs) of the students to IDES for cross-matching against IDES' Employment Tracking System databases.
2. Ensure all data and data analysis conducted is maintained in the strictest confidentiality. All provided data will always be published in the aggregate; no report will ever include personally identifiable information; CPS will use the individual student data to develop aggregate reporting to the district and schools; and no report will ever include personally identifiable information.

**CONTRIBUTION:** No cost to the Board.

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

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

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

**FINANCIAL:** Not applicable.

**GENERAL CONDITIONS:**

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

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

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

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 subsequent fiscal year budget(s).

13-0724-EX3

**AMEND BOARD REPORT 13-0522-EX3  
APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS PROVIDERS FOR ALTERNATIVE LEARNING  
OPPORTUNITIES PROGRAM SERVICES**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:**

Approve entering into agreements with the providers listed below for Alternative Learning Opportunities Program (ALOP) Services. Written agreements for services are being negotiated. No services shall be provided by any provider and no payment shall be made to any provider prior to the execution of such provider's written agreement. The authority granted herein shall automatically rescind as to each provider in the event a written agreement for such provider is not executed within 120 days of the date of this amended Board Report. Information pertinent to these agreements is stated below.

This July 2013 amendment is necessary to add an additional ALOP provider, Prologue Inc., and increase the number of ALOP seats.

**PROVIDERS:**

Banner Learning Corp.  
1243 S. Wabash Avenue, Suite 503  
Chicago, Illinois 60605  
Contact Name: Eric Carlton, President  
Contact Phone: 773-934-2328

Pathways in Education - Illinois, Inc.  
320 N. Halstead Street, Ste. 210  
Pasadena, California 91107  
Contact Name: Jamie Hall, President  
Contact Phone: 626-204-2550

Edison Learning, Inc.  
900 S. Gay, Suite 1000  
Knoxville, Tennessee 37902  
Contact Name: Chris Wilberding, Vice President Operations -  
Alternative Education Solutions  
Contact Phone: 201-630-2861

Ombudsman Educational Services, LLC  
1585 N. Milwaukee Ave., Suite 2  
Libertyville, Illinois 60048  
Contact Name: Mark Claypool, President & CEO  
Contact Phone: 615-361-4000

Prologue Inc.  
1135 N. Cleaver  
Chicago, IL 60642  
Contract Name: Dr. Nancy Jackson, Executive Director  
Contact Phone: 773-935-9925

**OVERSIGHT:**

Alternative Network  
4655 S. Dearborn Street, Room 309A  
Chicago, IL 60609  
Contact Name: Jennifer Vidis, Chief of Schools  
Contact Phone: 773-535-8500

**ALOP PROPOSALS:** In June 2012, the CEO made available the Call for Quality Schools to solicit responses from parties interested in providing a range of new alternative option school and program proposals, including proposals for ALOP services. ALOP proposals were submitted by Banner Learning Corp., Pathways in Education - Illinois, Inc. and Edison Learning, Inc. in response to the Call for Quality Schools. The proposals were evaluated using the criteria and standards set forth in the Call for Quality Schools and on January 23, 2013, the Board provided contingent approval of these proposals (Board Report 13-0123-EX2). In addition, to create additional capacity to serve out-of-school and at-risk students, the CEO made available a Request for Proposals for New Options in January 2013 to solicit additional proposals for alternative options schools and programs. As a result, ~~an~~ ALOP proposals ~~was~~ were submitted by Ombudsman Educational Services, LLC and Prologue Inc. and evaluated using the criteria and standards set forth in the RFP.

**TERM:** The term of the agreement with Banner Learning Corp. shall commence July 1, 2013 and end June 30, 2016, unless terminated earlier by the Board. The terms of the agreements with Pathways in Education - Illinois, Inc., Edison Learning, Inc., and Ombudsman Educational Services, LLC shall commence July 1, 2013 and end June 30, 2018, unless terminated earlier by the Board. The term of the agreement with Prologue Inc. shall commence August 1, 2013 and end June 30, 2016, unless terminated earlier by the Board.

**SERVICES:** Providers shall provide the following ALOP services pursuant to Section 13B of the Illinois School Code (105 ILCS 5/13B-1 et seq.): High quality, comprehensive education program services for middle and high school aged youth who have been out-of-school, are significantly off-track for graduation, are chronically truant or are otherwise at-risk for academic failure. The providers will deliver a rigorous academic program that complies with CPS and state graduation and promotion requirements and is fully aligned to IL standards but is also tailored to meet the needs of individual students. Personalized learning plans, comprehensive social-emotional supports, and intensive post-secondary planning will be provided to all ALOP students.

Providers will be approved to serve the following number of students in SY13-14: Banner Learning Corp. (up to 275 students), Pathways in Education – Illinois, Inc. (up to 600 students), Edison Learning, Inc. (up to 300 students), Ombudsman Educational Services, LLC (up to 1,200), and Prologue Inc. (up to 240 students at the Winnie Mandela campus).

At a minimum, the agreements will address the requirements of the ALOP statute and regulations and student academic outcomes, and will also reflect resolution of any and all outstanding issues between the Board and the providers including, but not limited to, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations.

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

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

**AFFIRMATIVE ACTION:** Not applicable.

**FINANCIAL:** Funding for the program services will be consistent with per pupil funding models used by the Board for charter and contract high schools. The details of the financial implications will be addressed during the development of the 2013-2014 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless appropriation has been previously made, expenditures beyond FY13 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

This board report proposes to increase the current level of ALOP seats by ~~1,742~~ 1,953 for a total of ~~2,375~~ 2,615 seats. We estimate that roughly 50% of students in ALOP programs are recovered students who had previously dropped out, rather than transfers from other district schools, and therefore increase the overall enrollment of the district.

**GENERAL CONDITIONS:**

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

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

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

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

**13-0724-EX4**

**AMEND BOARD REPORT 13-0123-EX3**

**AMEND BOARD REPORT 12-0822-EX5**

**AMEND BOARD REPORT 12-0725-EX4**

**AMEND BOARD REPORT 12-0328-EX14**

**APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH  
YOUTH CONNECTION CHARTER SCHOOL**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

Approve the renewal of the Charter School Agreement with Youth Connection Charter School for an additional 3-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This July 2012 amendment is necessary to (a) relocate the Charles Hamilton Houston Alternative High School to 4701 S. King Drive, (b) remove the Rudy Lozano Leadership Academy from the list of YCCS Campuses, (c) relocate the Innovations High School of Arts Integration to 17 N. State Street and (d) correct the at capacity enrollment at each of the YCCS Campuses. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This August 22, 2012 amendment is necessary to establish a new campus at 9035 S. Langley to open in the fall of 2012. This campus will be called the YCCS Chatham Academy and will serve a maximum of 141 students. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This January 2013 amendment is necessary to remove the Paul Simon Academy (Job Corps) from the list of YCCS Campuses. The 40 seats that were once allocated to the Paul Simon Academy (Job Corps) shall now be distributed across the following 5 YCCS Campuses: Dr. Pedro Albizu Campos Puerto Rican High School (5 seats), Community Services West-Community Christian Academy (5 seats), Innovations High School of Arts Integration (5 seats), West Town Academy Alternative High School (15 seats), and Howard Area Alternative High School (10 seats). This amendment is also necessary to relocate the Charles Hamilton Houston Alternative High School from its current location at 4701 South King Drive to 7847 South Jeffrey Boulevard, effective January 31, 2013. This move is required because it has been determined that the current location at 4701 South King Drive is not properly zoned for a school. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This July 2013 amendment is necessary to remove the Options Laboratory School (175 seats) and the Howard Area Alternative High School (114 seats) from the list of YCCS campuses. The 289 seats that were once allocated to both campuses shall be redistributed across the following YCCS campuses: Ada S. McKinley – Lakeside (11 seats), YCCS Chatham Academy (40 seats), Sullivan House Alternative High School (54 seats), Jane Adams (5 seats), Olive Harvey Middle College High School (5 seats), Truman Middle College High School (10 seats), YCCS Virtual High School (26 seats), Association House – El Cuarto Ano (15 seats), Innovations High School of Arts Integration (37 seats), West Town Academy Alternative High School (14 seats), Austin Career Education Center (5 seats), SPIRA – Antonia Pantoja (17 seats) and Westside Holistic Leadership Academy (50 seats). This amendment is also necessary to correct the effective date of the relocation of Charles Hamilton Houston Alternative High School from 4701 South King Drive to 7847 South Jeffrey Boulevard from January 31, 2013 to July 1, 2013. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: Youth Connection Charter School (YCCS)  
10 W. 35<sup>th</sup> Street  
Chicago, Illinois 60616  
(312) 328-0799  
Contact Person: Sheila Venson, Executive Director

OVERSIGHT: Office of New Schools Innovation and Incubation  
125 S. Clark, 10<sup>th</sup> Floor  
Chicago, IL 60603  
(773) 553-1530  
Contact Person: Jack Elsey, Chief Innovation and Incubation Officer  
Carly Bolger, Executive Director

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 97-0723-EX9) was for a term commencing August 1, 1997 and ending June 30, 2002. The agreement authorized YCCS to operate a multiple-campus charter school serving dropouts throughout Chicago. The agreement also limited their enrollment to no more than 1850 students. YCCS is governed by a single board with uniform policies that apply to all campuses regarding admissions, curriculum, school calendar, student assessments, performance goals, student discipline and employment policies. The charter and Charter School Agreement (authorized by Board Report 02-0424-EX02) were subsequently renewed for a term commencing July 1, 2002 and ending June 30, 2007. The agreement authorized YCCS to operate a multiple campus charter school with an enrollment gradually increasing to a maximum enrollment of 3200 students in 2006-07. The charter and Charter School Agreement were further renewed (authorized by Board Report 07-0627-EX7) for a term commencing July 1, 2007 and ending June 30, 2012. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 08-0602-EX2: Approved the address correction for the Westside Holistic Alternative High School at 4909 W. Division and the removal of Prologue Alternative High School from the list of YCCS Campuses.

- Board Report 08-0827-EX8: Approved the increase of the at capacity enrollment at the Youth Connection Leadership Academy Campus by 300 students to 438 and the increase of the overall at capacity enrollment for the Youth Connection Charter School by 300 students to 3,500.
- Board Report 09-0826-EX7: Approved the name change of the Bronzeville Blue Gargoyle Alternative High School to Innovations High School of Arts Integration, the removal of Winnie Mandela Alternative High School from the list of YCCS Campuses, the addition of the YCCS Virtual High School to the list of YCCS Campuses, the establishment of an enrollment of 300 students at the YCCS Virtual High School, and the decrease of the at capacity enrollment at the Youth Connection Leadership Academy Campus by 300 to 138 students.
- Board Report 10-0728-EX6: Approved the establishment of the Chicago State University Options Laboratory School as a YCCS Campus to open in January 2011, the establishment of a first year enrollment of 150 students and an at capacity enrollment of 250 students at Chicago State University Options Laboratory School, the increase of the overall at capacity enrollment of YCCS by 250 students to 3,750, the relocation of the West Town Academy Alternative High School to 500 N. Sacramento Blvd, and the expansion of the Dr. Pedro Albizu Campos Puerto Rican High School to an annex facility located at 2700 W. Haddon.
- Board Report 10-0922-EX4: Approved the name change of Westside Holistic Alternative High School to Westside Holistic Leadership Academy.
- Board Report 11-0126-EX9: Approved the increase of the overall at capacity enrollment of YCCS by 254 to 4,004 students by increasing the enrollment at the following campuses: Youth Connection Leadership Academy, Jane Addams, Community Youth Development Institute, Truman Middle College High School, Association House – El Cuarto Ano, Innovations High School of Arts Integration and West Town Academy Alternative High School.
- Board Report 11-0525-EX8: Approved the change of the start date of the Chicago State University Options Laboratory School from January 2011 to the fall of 2011, the change in location of the Chicago State University Options Laboratory School from 9501 S. King Drive to 1060 E. 47<sup>th</sup> Street, and the name change of the Chicago State University Options Laboratory School to the Options Laboratory School.

**CHARTER RENEWAL PROPOSAL:** Youth Connection Charter School submitted a renewal proposal on September 1, 2011, to continue the operation of a multi-campus charter school serving dropouts throughout the city under a unified mission. The Charter School shall serve grades 9 through 12 with a maximum enrollment of 4,004 students.

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

In May 2012, YCCS submitted a material modification to do the following: (a) relocate the Charles Hamilton Houston Alternative High School to 4701 S. King Drive, (b) remove the Rudy Lozano Leadership Academy from the list of YCCS Campuses, (c) relocate the Innovations High School of Arts Integration to 17 N. State Street and (d) correct the at capacity enrollment of each of the YCCS Campuses. A public hearing on these proposed changes was held on Monday, July 16, 2012. The hearing was recorded and a summary of the report is available for review.

In July 2012, YCCS submitted a material modification to establish a new campus at 9035 S. Langley to open in the fall of 2012. This campus will be called the YCCS Chatham Academy and will serve 141 students. A public hearing on these proposed changes was held on Tuesday, August 14, 2012. The hearing was recorded and a summary report is available for review.

In October, 2012, YCCS submitted a material modification to remove the Paul Simon Academy (Job Corps) from the list of YCCS Campuses. The 40 seats that were once allocated to the Paul Simon Academy (Job Corps) shall now be distributed across the following 5 YCCS Campuses: Dr. Pedro Albizu Campos Puerto Rican High School (5 seats), Community Services West-Community Christian Academy (5 seats), Innovations High School of Arts Integration (5 seats), West Town Academy Alternative High School (15 seats), and Howard Area Alternative High School (10 seats).

In December, 2012, YCCS submitted a material modification to relocate the Charles Hamilton Houston Alternative High School from its current location at 4701 South King Drive to 7847 South Jeffrey Boulevard, effective January 31, 2013. This move is required because it has been determined that the current location at 4701 South King Drive is not properly zoned for a school. A public hearing to receive comments on these proposed changes was held on Wednesday, January 9, 2013. The hearing was recorded and a summary report is available for review.

In July 2013, YCCS submitted a material modification to remove the Options Laboratory School (175 seats) and the Howard Area Alternative High School (114 seats) from the list of YCCS campuses. The 289 seats that were once allocated to both campuses shall be redistributed across the following YCCS campuses: Ada S. McKinley – Lakeside (11 seats), YCCS Chatham Academy (40 seats), Sullivan House Alternative High School (54 seats), Jane Adams (5 seats), Olive Harvey Middle College High School (5 seats), Truman Middle College High School (10 seats), YCCS Virtual High School (26 seats),



Association House – El Cuarto Ano (15 seats), Innovations High School of Arts Integration (37 seats), West Town Academy Alternative High School (14 seats), Austin Career Education Center (5 seats), ASPIRA – Antonia Pantoja (17 seats) and Westside Holistic Leadership Academy (50 seats). Also a correction was necessary to change the effective date of the relocation of Charles Hamilton Houston Alternative High School from 4701 South King Drive to 7847 South Jeffrey Boulevard from January 31, 2013 to July 1, 2013. A public hearing to receive comments on these proposed changes was held on Wednesday, July 17, 2013. The hearing was recorded and a summary report is available for review.

Campus Name	Address	Enrollment	Grades
Youth Connection Leadership Academy	3424 S. State St.	250	9 <sup>th</sup> -12 <sup>th</sup>
Ada S. McKinley – Lakeside	2920 S. Wabash Ave.	459 170	9 <sup>th</sup> -12 <sup>th</sup>
Sullivan House Alternative High School	8164 S. South Chicago Ave.	250 304	9 <sup>th</sup> -12 <sup>th</sup>
Howard Area Alternative High School	7647 N. Paulina Ave	444	10 <sup>th</sup> -12 <sup>th</sup>
Latino Youth Alternative High School	2001 S. California Ave	193	9 <sup>th</sup> -12 <sup>th</sup>
Jane Addams	1814 S. Union St	200 205	9 <sup>th</sup> -12 <sup>th</sup>
Community Youth Development Institute	7836 S. Union St	250	10 <sup>th</sup> -12 <sup>th</sup>
Olive Harvey Middle College High School	10001 S. Woodlawn Ave	484 189	9 <sup>th</sup> -12 <sup>th</sup>
Truman Middle College High School	1145 W. Wilson Ave	200 210	9 <sup>th</sup> -12 <sup>th</sup>
Association House – El Cuarto Ano	1116 N. Kedzie Ave, 4 <sup>th</sup> Floor	435 150	9 <sup>th</sup> -12 <sup>th</sup>
Community Services West – Community Christian Academy	1231 S. Pulaski Ave.	177	9 <sup>th</sup> -12 <sup>th</sup>
Community Services West – Academy of Scholastic Achievement	4651 W. Madison St	181	9 <sup>th</sup> -12 <sup>th</sup>
Dr. Pedro Albizu Campos Puerto Rican High School	2739 W. Division St. & 2700 W. Haddon Ave.	169	9 <sup>th</sup> -12 <sup>th</sup>
Innovations High School of Arts Integration	17 N. State Street	255 292	9 <sup>th</sup> -12 <sup>th</sup>
West Town Academy Alternative High School	500 N. Sacramento Blvd.	455 169	9 <sup>th</sup> -12 <sup>th</sup>
Austin Career Education Center	5352 W. Chicago Ave.	480 185	11 <sup>th</sup> -12 <sup>th</sup>
Westside Holistic Leadership Academy	4909 W. Division Street	485 235	9 <sup>th</sup> -12 <sup>th</sup>
Charles Hamilton Houston Alternative High School	7847 S. Jeffrey Blvd.	141	9 <sup>th</sup> -12 <sup>th</sup>
ASPIRA – Antonia Pantoja	3121 N. Pulaski Ave.	445 162	9 <sup>th</sup> -12 <sup>th</sup>
YCCS Virtual High School	1900 W. Van Buren	465 191	9 <sup>th</sup> -12 <sup>th</sup>
Options Laboratory School	4060 E. 47 <sup>th</sup> Street	475	9 <sup>th</sup> -12 <sup>th</sup>
YCCS Chatham Academy	9035 S. Langley	444 181	9 <sup>th</sup> -12 <sup>th</sup>

**CHARTER EVALUATION:** After receiving the charter renewal proposal, the Portfolio Office conducted a comprehensive evaluation of Youth Connection Charter School's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visits of the Westside Holistic Leadership Academy, Innovations High School of Arts Integration, Association House-El Cuarto Año, ASPIRA-Antonia Pantoja, Latino Youth Alternative High School, YCCS Virtual High School, Community Services West-Community Christian Academy, Sullivan House Alternative High School, Jane Addams, Dr. Pedro Albizu Campos Puerto Rican High School, and the Paul Simon Academy-Job Corps campuses in which teaching and learning, leadership and governance, and learning communities were assessed. A public hearing was conducted on Tuesday, March 20, 2012 to receive public comments on the application to renew the Charter School Agreement with Youth Connection Charter School for an additional three years. In addition, the Portfolio Office evaluated the school's student performance. From 2007-2008 to 2010-2011, Youth Connection Charter School received 10 out of 43 high ratings and 19 out of 43 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing alternative school charter school pupil performance. From 2007-2008 to 2010-2011, Youth Connection Charter School's attendance averaged approximately 77%. The committee recommends that, based on the school's performance on these and other accountability criteria, Youth Connection Charter School be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of Youth Connection Charter School's charter and agreement is being extended for a three (3) year term commencing July 1, 2012 and ending June 30, 2015.

**ADDITIONAL TERMS AND CONDITIONS:** Additional terms and conditions will be communicated to the charter school and included as an attachment to the Charter School Agreement with Youth Connection Charter School.

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

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

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

**GENERAL CONDITIONS:**

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

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

Indebtedness - The Board's Indebtedness Policy adopted June 26, 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.

**13-0724-EX5**

**AMEND BOARD REPORT 13-0424-EX17  
AUTHORIZE PAYMENT OF INCUBATION AND STARTUP FUNDS TO AND  
APPROVE ENTERING INTO DISBURSEMENT AND USE OF INCUBATION AND  
STARTUP FUNDS AGREEMENTS WITH VARIOUS ALTERNATIVE LEARNING OPPORTUNITIES  
PROGRAMS, ALTERNATIVE SAFE SCHOOL PROGRAMS, CHARTER AND CONTRACT SCHOOLS**

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

Authorize payment of incubation and startup funds to and approve entering into disbursement and use of incubation and startup funds agreements with various alternative learning opportunities programs (ALOP), alternative safe school programs (Safe Program), charter and contract schools at a total aggregate cost not to exceed \$10,614,609 ~~\$8,474,953~~. Written agreements for each ALOP, Safe Program, Charter and Contract School are currently being negotiated. No payment shall be made to any ALOP, Safe Program, Charter or Contract School prior to the execution of such ALOP, Safe Program, Charter or Contract School's written agreement. The authority granted herein shall automatically rescind as to each ALOP, Safe Program, Charter or Contract School in the event such ALOP, Safe Program, Charter or Contract School's written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This July 24, 2013 amendment is necessary to increase the total cost not to exceed by \$2,139,656 to \$10,614,609 by adding another ALOP provider and Safe Program provider to the board report. This amendment is also necessary to correct the name and address of Camelot Schools and to identify the various school types.

**ALOP, SAFE PROGRAM, CHARTER AND CONTRACT SCHOOLS:**

- |  |  |
|--|--|
| <p>1. UNO Charter School<br/><u>School Type: Charter School</u><br/>954 W. Washington Boulevard<br/>Chicago, IL 60607<br/>Phone: 312-432-6301<br/>Contact Person: Juan Rangel<br/>Startup Fund Amount: \$1,291,284</p> | <p>2. Intrinsic Schools<br/><u>School Type: Charter School</u><br/>105 W. Adams Street, Suite 3500<br/>Chicago, IL 60603<br/>Phone: 312-384-9903<br/>Contact Person: Melissa Zaikos<br/>Startup Fund Amount: \$482,580</p> |
| Incubation Amount: \$320,000   | Incubation Amount: \$160,000   |

- |   |  |
|---|--|
| <p>3. Chicago Collegiate Charter School<br/> <u>School Type: Charter School</u><br/>           2521 W. North Avenue<br/>           Chicago, IL 60647<br/>           Phone: 312-206-5349<br/>           Contact Person: Beth Carerra-Napleton<br/>           Startup Fund Amount: \$300,332</p> <p>Incubation Amount: \$160,000</p>  | <p>4. Christopher House Charter School<br/> <u>School Type: Charter School</u><br/>           2507 N. Greenview Avenue<br/>           Chicago, IL 60614<br/>           Phone: 773-472-1083<br/>           Contact Person: Lori A. Baas<br/>           Startup Fund Amount: \$281,503</p> <p>Incubation Amount: \$160,000</p>           |
| <p>5. Institute for Latino Progress, Inc.<br/> <u>School Type: Alternative Charter School</u><br/>           2570 S. Blue Island Avenue<br/>           Chicago, IL 60608<br/>           Phone: 773-890-0055<br/>           Contact Person: Juan Salgado<br/>           Startup Fund Amount: \$288,628</p> <p>Incubation Amount: \$160,000</p>   | <p>6. Noble Network of Charter Schools<br/> <u>School Type: Charter School</u><br/>           1010 N. Noble Street<br/>           Chicago IL, 60622<br/>           Phone: 773-862-1449<br/>           Contact Person: Michael Milkie<br/>           Startup Fund Amount: \$926,392</p> <p>Incubation Amount: \$320,000</p>             |
| <p>7. L.E.A.R.N Charter School, Inc.<br/> <u>School Type: Charter School</u><br/>           212 S. Francisco<br/>           Chicago, IL 60616<br/>           Phone: 773-826-0370<br/>           Contact Person: Greg White<br/>           Startup Fund Amount: \$ 794,096</p> <p>Incubation Amount: \$160,000</p>   | <p>8. ACT Charter School/KIPP Chicago<br/> <u>School Type: Charter School</u><br/>           1945 S. Halsted Street, Ste. 101<br/>           Chicago, IL 60608<br/>           Phone: 312-733-8108<br/>           Contact Person: Nicole Boardman<br/>           Startup Fund Amount: \$257,339</p> <p>Incubation Amount: \$160,000</p> |
| <p>9. Camelot Alt Ed-Illinois Schools<br/> <u>School Type: Contract School</u><br/> <del>4207 Highway 290 East 204 Lindenwood, Ste. 214</del><br/> <del>Dripping Springs, TX 78620 Malvern, PA 19355</del><br/> <del>Phone: (512) 858-9900 215-416-6739</del><br/>           Contact Person: Joseph Carter<br/>           Startup Fund Amount: \$596,915</p> <p>Incubation Amount: <u>\$160,000</u></p> | <p>10. Edison Learning, Inc.<br/> <u>School Type: ALOP</u><br/>           900 S. Gay, Ste. 1000<br/>           Knoxville, TN 37902<br/>           Phone: 201-630-2861<br/>           Contact Person: Chris Wilberding<br/>           Startup Fund Amount: \$599,158</p> <p>Incubation Amount: \$320,000</p>                            |
| <p>11. Pathways in Education – Illinois, Inc.<br/> <u>School Type: ALOP</u><br/>           320 N. Halstead Street, Ste. 210<br/>           Pasadena, CA 91107<br/>           Phone: 626-204-2550<br/>           Contact Person: Jamie Hall<br/>           Startup Fund Amount: \$ 416,726</p> <p>Incubation Amount: \$160,000</p>   | <p>12. Ombudsman Educational Services, LLC<br/> <u>School Type: ALOP</u><br/> <u>1585 N. Milwaukee Ave., Suite 2</u><br/> <u>Libertyville, Illinois 60048</u><br/> <u>Phone: 615-361-4000</u><br/> <u>Contact Person: Mark Claypool</u><br/> <u>Startup Fund Amount: \$1,671,408</u></p> <p><u>Incubation Amount: \$54,000</u></p>     |
| <p>13. Camelot Alt Ed-Illinois<br/> <u>School Type: Safe Program</u><br/> <u>4207 Highway 290 East</u><br/> <u>Dripping Springs, TX 78620</u><br/> <u>Phone: (512) 858-9900</u><br/> <u>Contact Person: Joseph Carter</u><br/> <u>Startup Fund Amount: \$387,248</u></p> <p><u>Incubation Amount: \$27,000</u></p>  |  |

**OVERSIGHT:** Office of Innovation and Incubation  
 125 South Clark Street, 10<sup>th</sup> Floor  
 Chicago, Illinois 60603  
~~Doresah Ford-Bey, Sagar Gokhale, Interim Executive Director, Office of New Schools~~  
and Innovative Models  
 773-553-1530

Network of Alternative Options  
4655 S. Dearborn Street, Room #309A  
Chicago, Illinois 60609  
Contact: Jennifer D. Vidis  
Phone: 773-535-8500

**TERM:** Each agreement shall commence on the date the agreement is signed and shall end on the earlier of either the date of disbursement of all funds or April 30, 2014.

**USE OF FUNDS:** The startup funds will be used for educational purposes such as purchasing textbooks, computers, furniture and security for ALOP, Safe Program, and Contract Schools and new campuses of Charter Schools opening in Fall 2013. The incubation funds will be used for planning positions, advertising and start-up materials needed prior to school opening.

**OUTCOMES:** Disbursement of funds will result in the complete preparation of classrooms and facilities for the start of the 2013 – 2014 school year.

**COMPENSATION:** Each ALOP, Safe Program, Contract and Charter School shall receive the disbursement amount indicated above. The total incubation amount to be disbursed to the ALOP, Safe Program, Contract and Charter Schools shall not exceed the sum of ~~\$2,321,000~~ ~~\$2,240,000~~ and the total startup funds to be disbursed to the ALOP, Safe Program, Contract and Charter Schools shall not exceed the sum of ~~\$8,293,609~~ ~~\$6,234,953~~.

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

**AFFIRMATIVE ACTION:** Not applicable.

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

<b>FINANCIAL:</b> Charge to Office of New Schools: \$6,916,215	Fiscal Year: 2013
Charge to Office of New Schools: <del>\$3,698,394</del> <del>\$1,558,738</del>	Fiscal Year: 2014
Budget Classification: 13615-115-55005-009546-005058	Source of Funds: General Fund

**GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the 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.

13-0724-ED1

**AMEND BOARD REPORT 13-0626-ED4  
APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS PROVIDERS  
FOR HIGH QUALITY EARLY CHILDHOOD SERVICES**

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

Approve entering into agreements with providers listed in Exhibit "A" to provide high quality early childhood services to children ages birth to five and their families at a cost not to exceed the aggregate amount of \$55,000,000. Providers were selected on a non-competitive basis pursuant to submitted proposals and evaluated on past services and the ability to meet program guidelines as mandated by the Illinois State Board of Education and the Chicago Public Schools. Written agreements for services are being negotiated. No services shall be provided by any provider and no payment shall be made to any provider prior to the execution of such provider's written agreement. The authority granted herein shall automatically rescind as to each provider in the event a written agreement for such provider is not executed within 120 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This July 2013 amendment is necessary to authorize the addition of YMCA to the list of vendors and to remove Marcy Newberry from the list of vendors in Exhibit "A".

**PROVIDERS:** See Exhibit "A"

**USER:** Office of Early Childhood Education  
125 S. Clark Street, 9th Floor  
Chicago, IL 60603  
Contact: Elizabeth Mascitti-Miller (773) 553-2010

**TERM:** The term of each agreement shall commence on July 1, 2013 and shall end on June 30, 2014. The agreements shall have no options to renew.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate each agreement with 30 days written notice.

**SCOPE OF SERVICES:** Providers will furnish one or more of the following services: early childhood center based educational services in a full day setting for preschool children ages 3 and 4; infant – toddler center based Prevention Initiative services in a full day setting for children ages birth to age 3; or Prevention Initiative Model Services to children ages birth to age 3 and their families. Programs must be developmentally appropriate and meet the needs of each age group and their families. Center based educational programs must include a Research Based Curriculum with activities that foster cognitive, language, physical, social, creative, emotional and personal (self-help) development. Prevention Initiative programs must be designed so that parents will gain knowledge and skills in parenting through implementation of a research based program model which will guide the provision of services and provide for coordination of services.

**DELIVERABLES:** Providers will deliver appropriate educationally sound and research based preschool and/or infant toddler programs to eligible children enrolled in child care centers and/or case management and/or parent educational services to children and families eligible for the Prevention Initiative programs as described by the Illinois State Board of Education.

**OUTCOMES:** Providers' services will result in young children developing a strong foundation for learning and being better prepared to enter preschool and/or kindergarten. At-risk children and families will have access to coordinated services and extra preparation prior to kindergarten.

**COMPENSATION:** Each provider shall be paid quarterly upon invoicing based upon approved budgets and the number of children served during the prior quarter; the sum of payments to all providers shall not exceed \$55,000,000. The first payment shall be made within 30 days of contract execution; subsequent payments shall be made during the months of November, March, and June after all financial and program information including budget, certification, enrollment, expenditure documents and reports have been reviewed and approved by the Board.

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

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2 of the 2007 Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination shall be made as to when transactions should be excluded from contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes not-for-profit organizations.

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

**FINANCIAL:** Charge to: Office of Early Childhood Education Fiscal Year: 2014

Budget Classifications: 11385-362-54105-119027-376654 (\$55,000,000 FY14)  
11385-362-54105-119027-376655

**GENERAL CONDITIONS:**

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

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

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

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

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

Exhibit A  
Chicago Public Schools  
Office of Early Childhood Education  
Community Partnership Programs

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
1	ABC Preschool	89685	3800 N. Austin	60634	Patricia	Bentz	773-685-9033
2	Ada S. McKinley Community Services, Inc.	21166	725 S. Wells Suite 1A	60607	George	Jones Jr.	312-554-0600
3	Alain Locke Charter School	04730	3141 W. Jackson Blvd.	60612	Claire T.	Hartfield	312-491-9100
4	Albany Park Community Center, Inc	45712	3403 W. Lawrence, Suite 300	60625	Harold	Rice	773-583-5111
5	All About Kids Learning Academy, Inc	81328	514 E. 75 <sup>th</sup> St.	60619	Tess	McKenzie	773-892-2800
6	Allison's Infant and Toddler Center	81401	5522 S. Racine	60636	Allison	Caldwell	773-436-3193
7	Archer Ave Learning Station, Inc	94889	3575 S. Archer	60609	Beata	Skorusa	773-254-5437
8	Asian Human Services	22957	4753 N. Broadway Suite 700	60640	Marlene	Hodges	773-293-8450
9	Black Rhino, Inc. "DBA" Building Blocks Learning Academy	89689	1120 West 69th St.	60621	Michelle	Redd	773-488-2222
10	Board of Trustees City Colleges of Chicago	12687	226 W. Jackson Blvd. 11th Fl.	60606	Artiya	Nash	312-553-2856
11	Board of Trustees University of Illinois at Chicago	32571	809 S. Marshfield Ave	60612	Luis	Vargas	312-996-2862
12	Carole Robertson Center for Learning	45717	2020 W. Roosevelt	60608	Gail	Nelson	312-243-7300
13	Casa Central Social Services Corporation	26509	1343 N. California	60622	Ellen	Chavez	773-645-2300
14	Catholic Bishop of Chicago Archdiocese of Chicago Office of Catholic Schools	19931	835 N. Rush St.	60611	Julie	Ramski	312-534-3868
15	Catholic Charities of the Archdiocese of Chicago	40249	721 N. LaSalle Rm. 205	60610	Michael M.	Bolland	312-655-7000
16	Centers For New Horizons, Inc.	50642	4150 S. King Drive	60653	Cynthia	Clay	773-373-5700

Exhibit A  
Chicago Public Schools  
Office of Early Childhood Education  
Community Partnership Programs

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
17	Chance After Chance	94898	305-09 N. Cicero	60644	Belinda	Martin	773-386-7778
18	Chicago Child Care Society	31512	5467 S. University	60615	Taya	Griffin-Aaron	773-643-0452
19	Chicago Commons Association	45713	744 N. Monticello Ave.	60624	Janice	Woods	773-826-4825
20	Chicago Lighthouse for People who are Blind or Visually Impaired	33222	1850 W. Roosevelt Rd.	60608	Mary	Zabelski	312-666-1331
21	Chicago Youth Centers	13156	218 S. Wabash Ave, Suite 600	60604	Harry	Wells	312-913-1700
22	Children's Center for Creative Learning, Inc.	14308	7944 - 58 S. Western	60620	Tonnette R.	Williams	773-471-4927
23	Children's Development Corporation	39927	1050 E. 95th Street	60619	Leon I.	Walker	773-721-3200
24	Children's Home & Aid Society of Illinois	25624	125 S. Wacker Suite 1400	60606	Houri	Guecykian	312-424-6861
25	Children's Place Association, The	15006	1436 W. Randolph St	60607	Cathy	Krieger	312-660-3020
26	ChildServ	45715	8765 W. Higgins Road, Suite 450	60631	James	Jones	773-693-0300
27	Chinese American Service League	45716	2141 S. Tan Court	60616	Brenda	Arksey	312-791-0454
28	Christopher House	47278	2507 N. Greenview	60614	Julie	Dakers	773-472-1083
29	Concordia Place	41430	3300 N. Whipple	60618	Kiki	Collias	773-463-1600 x112
30	Dorsey Developmental Institute	30058	2050 E. 93rd Street	60617	Cathy	Dorsey	773-375-4300
31	Early Child Care Services, Inc.	64468	160 N. LaSalle N. 201	60601	Stacey	Olszewski	312-814-4782
32	Easter Seals Metropolitan Chicago	18567	1939 W. 13th St.	60608	Barbara	Zawacki	312-491-4110

Exhibit A  
Chicago Public Schools  
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Community Partnership Programs

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
33	El Hogar Del Niño	47279	1710-18 S. Loomis St.	60608	Livier	Salazar	312-733-5584
34	Erie Neighborhood House	45679	1701 W Superior	60622	Louis	Falk	312-432-2217
35	Erikson Institute	73654	451 N. LaSalle St.	60654	Linda	Gilkerson	312-893-7138
36	Eyes on the Future Child Care Center	34287	6969 N. Ravenswood	60626	Azieb	Gebrehiwet	773-396-6315
37	Fairyland Nursery School, Inc.	41417	4350 N. Milwaukee Ave.	60641	Sharon	Kalinowski	773-725-1246
38	Family Focus, Inc.	48890	310 S. Peoria, Suite 301	60607	Kareem	Pender	312-421-5200
39	Frazier Preparatory Academy	06650	4027 W. Grenshaw Avenue	60624	Ms	Palmer-Pratt	773-534-6776
40	Gads Hill Center	27716	1919 W. Cullerton	60608	Barbara	Castellan	312-226-0963 x250
41	Happy Holiday Nursery & Kindergarten	20010	401 E. 111th Street	60628	Alethia	Travis	773-821-7009
42	Healthy Families Chicago	41407	2100 S. Marshall Blvd.	60623	Diane	Scruggs	773-257-0111
43	Henry Booth House	34288	2929 S. Wabash Ave. Suite 203	60616	Scott	Perkins	312-949-3609
44	Higher Learning Daycare & Education Center	89693	2526 E. 73rd St.	60649	Will	Horton	773-734-1251
45	Holy Family Ministries	89692	790 Frontage Rd.	60093	Susan	Work	773-273-6013
46	Home of Life Development Corp.	31519	4647 W. Washington Blvd	60644	Delores	Sheppard	773-626-8655
47	Howard Area Community Center	24412	7648 N. Paulina	60626	Bruce	Pasey	773-262-6622
48	Illinois Action For Children	91629	4753 N. Broadway Suite 1200	60640	Maria	Whelan	773-769-8011



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	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
49	Imani Children's Academy	61659	11443 S. Halsted	60628	Shirley	Powell	773-660-9667
50	Improved Child Care Management Services Corp.	31520	520 N. Halsted Suite 412	60622	Mildred	Burnside	773-737-0231
51	It Takes a Village Child Care	41420	4000 W. Division	60651	Nakisha	Harris	312-675-0056
52	Jewish Community Centers of Chicago	30857	30 S. Wells St., Suite 4000	60606	Jerold	Wolf	312-775-1803
53	Kenyatta's Day Care Center	20187	2334 E. 75th Street	60649	Brenda	Owens	773-221-3777
54	Kiddy Kare Preschool & Kindergarten	23109	4401 S. Kedzie	60632	Todd	Chentnik	708-903-3137
55	Korean American Community Services	41421	4300 N. California Ave.	60618	Inchul	Choi	773-583-5501
56	Lake Shore Schools	09062	5611 N. Clark	60660	Farah	Essa	773-561-6707
57	LEARN Charter School	06770	1132 S. Homan Ave.	60624	Gregory	White	773-826-7502
58	Lee's Cuddles N Care, Inc	89686	6100 W. North Ave.	60639	Andrella	Lee	773-745-8054
59	Legacy Charter	05870	4217 W. 18 <sup>th</sup> Street	60623	Lisa	Kenner	773-542-1640
60	Little Achievers	94899	3801 W Diversey	60647	Sharla	Thompson	773-276-1600
61	Little Angels Family Daycare	61660	6701 S. Emerald	60621	Nashone	Greer	773-488-8777
62	Little Folks Daycare	89691	2527 E. 73rd St.	60649	Rochelle	Hopkins	773-221-0300
63	Little Hands Child Creative Center	61671	7146 S. Ashland Ave	60636	Sharon	Dale	773-474-0363
64	Little Kids Village Learning	64462	2656 W. 71st St.	60629	Sherri	Thompson	773-776-4753

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	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
65	Loop Learning Center, Inc.	14743	2001 S. Michigan Ave.	60616	Matilda A.	Walker	312-225-8828
66	Love Learning Center / Day Care	20145	228 E. 61st Street	60637	Burchell	Love	773-752-0243
67	Lutheran Social Services of Illinois	35873	1001 E. Touhy Ave. Suite 50 Des Plaines, IL	60018	Denver	Bitner	847-635-4600
68	<del>Marcy-Newberry Association</del>	<del>23116</del>	<del>1073 W. Maxwell</del>	<del>60608</del>	<del>Ben</del>	<del>Kendrick</del>	<del>312-829-7555</del>
69	Marillac Social Center	49913	212 S. Francisco	60612	Maureen	Hallagan	773-584-3232
70	Mary Crane Center	47285	2974 N. Clybourn	60618	Wanda	Ho	773-938-8161
71	Maryville Academy	18663	1150 N. River Road	60016	Amy	Kendall-Lynch	773-205-3605
72	McCann's Daycare Center	14123	8612 S. Stony Island	60617	Yvonne	McCann	773-375-7932
73	Metropolitan Family Services	46701	1 N. Dearborn Ste. 1000	60602	Colleen	Jones	312-986-4135
74	Montessori Network, dba Montessor School of Englewood	64887	7033 S. Honore	60636	Rita	Nolan	773-306-1759
75	Mosaic Early Childhood Academy	81908	5332 W. Addison	60641	Nisha	Bhojani	773-777-7411
76	Mother's Touch Day Care, Inc.	26616	2501 W. 71st Street	60629	Ethel	Daniel	773-436-3177
77	New Pisgah Day Care Center	61665	8130 S. Racine Ave.	60620	Stanley	Smith	708-473-7726
78	NIA, LTD. - The Learning Tree	41423	8128 S. Kedzie Ave.	60652	Joann	Williams	773-778-8802
79	North Avenue Day Nursery	45664	2001 W. Pierce	60622	Steven	Koll	773-342-4499
80	Northwestern University Settlement Association	31814	1400 W. Augusta Blvd.	60622	Jose	Alatorre	773-278-7471

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	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
81	One Hope United	95028	215 N. Milwaukee Ave. Lake Villa	60046	Timothy	Snowden	312-949-5580
82	Onward Neighborhood House	26323	600 N. Leavitt	60612	Mario	Garcia	312-666-6726
83	Options for Youth	99910	5234 S. Blackstone, #H	60615	Pat	Mosena	773-288-1682
84	Ounce of Prevention Fund	30597	33 W. Monroe, Suite 2400	60603	Sarah	Bradley	312-922-3863
85	Pathways to Learning Child Care Centers, Inc.	14681	3450-54 W. 79TH ST	60652	Lisa	Edwards	773-436-9244
86	Rachel's Learning Center, Ltd	80743	3430 W. Roosevelt Rd.	60624	Rochelle	Ray	773-533-1834
87	Salvation Army	12143	10 W. Algonquin, Des Plaines, IL	60016	Dorothy	Coleman	773-382-4701
88	SGA Family and Youth Services	34171	11 E. Adams, Suite 1500	60603	Martha	Guerrero	312-663-0305
89	Sinai Community Institute	41406	2653 W. Ogden	60608	Cynthia	Williams	773-257-6651
90	South-East Asia Center	34289	1124 W. Ainslie	60640	Peter	Porr	773-989-7433
91	St. Vincent DePaul Child Development Center	12055	2145 N. Halsted	60614	Carrie	Callas	312-943-6776
92	Stepping Stones Early Childhood Learning Center	41425	1300 E. 75 <sup>th</sup> St.	60619	Nelda	Jones	773-493-0000
93	Teddy Bear Nursery School, Inc.	13575	2649 W. 51st Street	60632	Edward	Schmitt	773-476-0700
94	Thresholds Mothers' Project	30462	4101 N. Ravenswood	60613	David	Esposito	773-572-5298
95	Trinity United Church of Christ Child Care Centers	17231	532 W. 95th Street	60628	Janet	Moore	773-966-1518
96	True to Life Foundation	97909	1712 E. 87th St.	60617	Velinda	Alexander	773-374-7046
97	Tuesday's Child	44841	4028 W. Irving Park Road	60641	Katherine	Conklin	773-282-5274

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	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
98	University of Chicago Charter School	03060	1313 E. 60th Street	60637	Michael	Bradley	773-834-9075
99	V & J Day Care Center, Inc.	61669	1 E. 113th St.	60628	Reaver G.	Barlowe-Bell	773-785-3940
100	Wee Care Nursery School	41427	1845 E. 79 <sup>th</sup> St.	60649	Sonya	Williams-Morgan	773-221-4442
101	Wee Wee Center for Creative Learning, Inc.	61670	2434 W. 71st St	60629	Kimberly	Rush	773-471-0869
102	West Austin Development Center	69701	4920 W. Madison	60644	Tamera	Fair	773-378-1396
103	Whiz Kids Nursery Center, Inc.	64466	518 W. 103rd St.	60628	Kimberly	Craft	773-233-9445
104	Women's Treatment Center	41408	140 N. Ashland Ave	60607	Jewell	Oates	312-850-0050
105	Young Achievers Academy, Inc.	64467	520 E. 79th St.	60619	Zuli	Turner	773-846-9707
106	Young Scholars Developmental Institute	14167	3038 W. 59th Street	60629	Elizabeth	Campbell	773-918-1944
107	YMCA	30499	801 N. Dearborn	60610	Ersline	Cunningham	312-932-1212

President Vitale abstained on Board Report 13-0724-ED1.

President Vitale indicated that if there were no objections, Board Reports 13-0724-EX1 through 13-0724-EX5, and 13-0724-ED1, with the noted abstention, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 13-0724-EX1 through 13-0724-EX5, and 13-0724-ED1 adopted.

13-0724-PR1

**APPROVE AMENDMENT TO CPOR#12-1009-CPOR-1545 CONTRACT AND EXTEND THE  
AGREEMENT WITH RENAISSANCE LEARNING FOR ASSESSMENT SERVICES**

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

Approve amendment of the current Agreement and extend the Agreement with Renaissance Learning to provide assessment services to the Option Schools and Programs and the Department of Assessment at a total cost not to exceed \$132,160. Vendor was selected on a competitive basis pursuant to Board Rule 7-2 and approved by CPOR # 12-1009-CPOR-1545.

This amendment to 12-1009-CPOR-1545 is necessary to authorize an increase of the spending authority from \$68,660.00 by an additional \$63,500.00, for a total expenditure not to exceed \$132,160. The additional funds will allow for services to support additional Option Schools and Programs. This July 2013 amendment is also necessary to change the end date of the agreement from October 31, 2013 to June 30, 2014. A written amendment to the Agreement is currently being negotiated. No payments above the initial amount authorized by 12-1009-CPOR-1545 shall be made prior to the execution of the amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Mayfield, Mr. Charles Edward / 773-553-2280  
CPOR Number : 12-1009-CPOR-1545

**VENDOR:**

- 1) Vendor # 11291  
RENAISSANCE LEARNING, INC. 1  
2911 PEACH STREET  
WISCONSIN RAPIDS, WI 54495-8036  
Rainie Denne  
800 200-4848

**USER INFORMATION :**

Contact: 05281 - Alternative Schools Network  
125 South Clark Street  
Chicago, IL 60603  
Vidis, Mrs. Jennifer Diane  
773-553-1456

Contact: 11210 - Assessment  
125 S Clark Street, 11th Floor  
Chicago, IL 60603  
Swartz, Miss Claudinette M  
773-553-2320

**TERM:**

The original term of this agreement (authorized by CPOR Number 12-1009-CPOR-1545) in the amount of \$68,660.00 is for a term commencing on February 6, 2013 and ending on October 31, 2013. The agreement is being extended to June 30, 2014. The agreement has one option to renew for a period of one year.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Vendor will provide a Math and Reading skill growth assessment called STAR Reading Enterprise and STAR Math Enterprise to the Option Schools and Programs in Chicago Public Schools via a customized web-based Renaissance Place Real Time platform. The assessment is used on up to 11 different campuses for a total of 2,075 students. With the amended contract, the assessment will be used on up to 20 different campuses for a total of 5,475 students. The assessment will be used to track student skill growth for students who are aged 12-21 and have varying skill levels. The assessment will be computer adaptive, appropriate for measuring skill growth for 6th-12th grade students and administered on a rolling basis throughout the school year in approximately 30 minute intervals. Vendor will provide normed growth targets for students at varying levels.

**USE OF SOFTWARE:** STAR Reading and STAR Math are computer-adaptive interim assessments . Their capabilities include screening, standards benchmarking, and progress monitoring. STAR assessments provide the following: 1) Expanded skill-based reporting capabilities that give educators

essential information on students' academic progress and growth. 2) Instructional planning tools and embedded resources to help teachers decide how to use their newly acquired data in their daily classroom teaching. 3) Alignment to the Illinois Reading and Math Assessment Frameworks as well as the Common Core State Standards. 4) Ability to forecast student performance on the Illinois Standards Achievement Tests (ISAT).

**DELIVERABLES:**

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

**OUTCOMES:**

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

**COMPENSATION:**

Vendor shall be paid in accordance with the prices contained in the agreement; total for the extended term not to exceed the sum of \$132,160.00.

**REIMBURSABLE EXPENSES:**

None

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is exempt from MBE/WBE review; as this solution is software based and is not further divisible.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115, Unit 66301, LINC Alternative HS, FY13: \$68,322  
Fund 115, Unit 11210, Assessment, FY14: \$63,838

**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).

13-0724-PR2

**RATIFY ENTERING INTO AN AGREEMENT WITH AND APPROVE PAYMENT TO JOHNS HOPKINS UNIVERSITY FOR MANAGEMENT AND IMPLEMENTATION OF DIPLOMAS NOW SERVICES**

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

Ratify entering into an agreement with Johns Hopkins University and approve payment to provide implementation and management of Diplomas Now services to Gage Park High School and John Hope College Preparatory High School. \$140,000 will be paid for services rendered from July 1, 2012 to June 30, 2013. The remaining \$280,000 will cover the cost for services in school years 2013-2014 and 2014-2015. The total cost is not to exceed \$420,000. These services were obtained without prior Board approval. These schools are participants in an I3 federal research grant sponsored by Johns Hopkins that provides them with school improvement support by implementing the Diplomas Now model to improve student

outcomes. A written agreement for Vendor's services is currently being negotiated. No payment other than the payment of \$140,000 for services rendered through June 30, 2013 shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Mayfield, Mr. Charles Edward / 773-553-2280

**VENDOR:**

- 1) Vendor # 13126  
JOHNS HOPKINS UNIVERSITY  
2701 N. CHARLES STREET, STE 300  
BALTIMORE, MD 21218  
Doug Elmer  
410 516-8800

**USER INFORMATION :**

Contact:  
02251 - Southwest Side High School Network  
  
6533 S. Stewart Avenue  
  
Chicago, IL 60621  
  
Kirby, Miss Elizabeth Anne  
  
773-553-1000

**TERM:**

The term of this agreement commenced on July 1, 2012 and shall end June 30, 2015. The Board shall have no options to renew this agreement.

**SCOPE OF SERVICES:**

Vendor provided and will continue to provide services to Gage Park High School and John Hope High School that includes assistance in building ninth grade and career academies, supporting the students through data based interventions, providing classroom based instructional coaching for core curricular teachers, training the instructional staff in building, and implementing data driven tiered interventions and providing ongoing needs based professional development activities.

**DELIVERABLES:**

The vendor developed an early warning system to identify struggling students and address their needs on a weekly basis, performed an ongoing needs assessment to identify areas of concern and an action plan to address those areas, provided job embedded professional development to train teachers and school leaders on the Diplomas Now model. They also provided the Talent Development curriculum designed to address the academic gaps of ninth grade students that enter high school below grade level, this included Freshman Seminar, Strategic Reading, and Transition to Advanced Math.

The vendor will continue this by delivering an early warning system to identify struggling students, evidence-based curricula provided by Talent Development that includes Freshman Seminar, Strategic REading and Transition to Advanced Math, coaching, and job-embedded professional development.

**OUTCOMES:**

Vendor's services will continue to result in increased average student daily attendance, decreased behavioral infractions, increases in the core passing rates, and increases in the freshman on track rates.

**COMPENSATION:**

Vendor shall be paid as follows: \$140,000 for services rendered from July 1, 2012 to June 30, 2013, \$140,000 for services rendered during the 2013-2014 school year, and \$140,000 for services rendered during the 2014-2015 school year; total not to exceed the sum of \$420,000.

**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 Network Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

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

**LSC REVIEW:**

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

**FINANCIAL:**

Fund 115

Charge to the Office of Network Support, 11110, \$420,000.

FY 14- \$280,000

FY 15- \$140,000

Future year funding is contingent on 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).

**13-0724-PR3**

**APPROVE ENTERING INTO AN AGREEMENT WITH MOTT MACDONALD, INC.  
FOR SCHOOL DIAGNOSTIC SERVICES**

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

Approve entering into an agreement with Mott MacDonald, Inc. to provide School Diagnostic Services to the Office of Strategic School Support Services at a total cost not to exceed \$2,000,000. The Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for the Vendor's services is currently being negotiated. No services shall be provided by the Vendor and no payment shall be made to the Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 13-250053

Contract Administrator : Escareno, Miss Masocorro / 773-553-2280

**VENDOR:**

- 1) Vendor # 96781  
MOTT MACDONALD, INC DBA  
CAMBRIDGE EDUCATION, LLC  
27 BLEEKER STREET  
MILLBURN, NJ 07041  
Lorraine McAteer  
925 398-7274

**USER INFORMATION :**

**Contact:**

13740 - Office of Strategic School Support Services

125 S Clark Street

Chicago, IL 60603

Donovan, Mrs. Stephanie B.

773-553-3809



**TERM:**

The term of this agreement shall commence on August 1, 2013 and shall end July 31, 2014. This agreement shall have 2 options to renew for a period of 1 year each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

The Office of Strategic School Support Services (OS4) is a new office created by the Chief Executive Officer to provide high-need neighborhood schools with the comprehensive and coherent supports and services they require to dramatically increase and sustain student achievement. To support this initiative, Vendor will develop a systematic formal school diagnostic review process to measure and differentiate each school's performance compared to uniform school quality standards. Based on the results of the review, OS4 will be able to identify the specific attributes of each school in order to provide supports and services that are tailored to the school's specific strengths or challenges. The initial step that Vendor will engage in is the development of district-wide School Quality Standards with a cross-functional CPS team. These School Quality Standards will create a common language and vision defining "what a high performing school looks like." These School Quality Standards will be research-based and aligned with all CPS directives and initiatives, including, but not limited to, CPS's "The Next Generation: Chicago's Children" strategic plan, the Common Core State Standards frameworks, the principal and teacher evaluation plans, the principal quality initiative and the new school performance policy. To determine how schools measure compared to the School Quality Standards, Vendor will develop and implement a school diagnostic review process (SDR). This initiative requires the following services from Vendor: the development of the activities that should be conducted to assess a school's alignment with the School Quality Standards, the engagement and training of a broad group of stakeholders to participate in the SDR, the design of protocols that guide how to conduct the SDR at the school level, the establishment of the required components of the SDR report and the implementation of the initial round of SDRs. During the 2013-2014 school year, Vendor will implement SDRs only in OS4 schools. During subsequent school years, the SDR process will expand district-wide as determined by CPS.

**DELIVERABLES:**

Vendor will provide the following services, supports and resources: (1) in collaboration with OS4 and a cross-functional CPS team, the development of School Quality Standards that reflect all CPS directives and initiatives and that include research-based best practices; (2) the design and implementation of the SDR process, including protocols, site visits, rubrics and scoring keys; (3) a training program for the SDR process that ensures effective stakeholder engagement and that builds CPS's internal capacity to conduct SDRs; and (4) following each SDR, a formal evidence-based report that measures the school's strengths and deficiencies against the School Quality Standards and that provides recommendations on how to redirect practices or modify systems to increase student achievement.

**OUTCOMES:**

The design and implementation of School Quality Standards and an SDR process is critical to the development of high performing schools. In tandem, the School Quality Standards and SDR process will provide CPS with the following: (1) a systematic review of a school's current practices, processes and systems; (2) the identification of school strengths and challenges as they relate to teaching and learning; (3) assistance to CPS in establishing priorities; and (4) the development of a meaningful school improvement plan with benchmarks for future performance. By participating in this process, schools will develop an understanding of the core elements of a high performing school, learn how to engage in self-reflection and assess their current practices and redirect practices to increase student achievement.

**COMPENSATION:**

Vendor shall be paid as specified in the agreement; total not to exceed the sum of \$2,000,000.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

The MBE/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends granting a temporary waiver of the MBE/WBE goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. A waiver will be in effect for sixty (60) days from date of Board Approval, to allow Vendor time to finalize negotiations with MBE/WBE partners.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to the Office of Strategic School Support Services, Unit 13740  
FY2014: \$2,000,000  
Fund: 332 and 367

**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).

**13-0724-PR4**

**APPROVE ENTERING INTO AN AGREEMENT WITH KNOWLEDGE DELIVERY SYSTEMS, INC.  
FOR PROFESSIONAL DEVELOPMENT SERVICES**

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

Approve entering into an agreement with Knowledge Delivery Systems, Inc. (KDS) to provide Professional Development services to the Office of Strategic School Support Services at a total cost not to exceed \$9,000,000. The Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for the Vendor's services is currently being negotiated. No services shall be provided by the Vendor and no payment shall be made to the Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 13-250052

Contract Administrator : Escareno, Miss Masocorro / 773-553-2280

**VENDOR:**

- 1) Vendor # 37988  
KNOWLEDGE DELIVERY SYSTEMS, INC.  
110 WILLIAM STREET., 32ND FLR.  
NEW YORK, NY 10038  
Jane Kennedy  
800 728-0032

**USER INFORMATION:**

Contact: 13740 - Office of Strategic School Support Services  
125 S Clark Street  
Chicago, IL 60603  
Donovan, Mrs. Stephanie B.  
773-553-3809

**TERM:**

The term of this agreement shall commence on August 1, 2013 and shall end July 31, 2014. This agreement shall have 2 options to renew for a period of 1 year each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

The Office of Strategic School Support Services (OS4) is a new office created by the Chief Executive Officer to provide high-need neighborhood schools with the comprehensive and coherent supports and services required to dramatically increase and sustain student achievement. Given the high needs of these schools, they require an intense, comprehensive and aligned professional development program to significantly increase the quality of teaching and learning and otherwise improve the schools' overall performance; KDS will provide these services. While CPS's traditional model of professional development is effective for a large majority of schools, this model is entirely inadequate for overcoming the specific challenges faced by OS4 schools. KDS will provide support in curriculum design, the implementation of a coherent instructional program, assessment design and leadership development. In collaboration with OS4,

KDS will develop and implement an aligned blended model of professional learning that includes online courses, face-to-face training sessions and individualized coaching delivered by renowned educational experts. The professional learning modules will be aligned with all CPS initiatives and directives and will be sequenced to ensure the content is delivered meaningfully and effectively. KDS will also tailor these professional development offerings to a broad group of adult learners, including, but not limited to, OS4 staff, principals, instructional leadership teams, coaches, teacher leaders, teachers, school staff, Local School Council members and parents or guardians. Finally, KDS will provide OS4 schools with the curriculum and assessment design services that are integral to the development and implementation of a coherent instructional program.

**DELIVERABLES:**

KDS will provide the following services, supports and resources: (1) a coherent instructional program for schools with curriculum aligned to the Common Core State Standards and interim or short-cycle assessments to inform changes in instructional practice; (2) a blended model of professional development including online courses, face-to-face training sessions and virtual or onsite job-embedded coaching for principals, teachers and school staff that is aligned to the coherent instructional program and tailored to the specific needs of the school; (3) professional learning modules for OS4 staff to ensure they are fully informed and trained on how to support whole school transformation; (4) professional learning modules for Local School Council members and parents or guardians that empowers them to support whole school transformation and increase student achievement; (5) an online course authoring tool that allows CPS to develop and deliver its own courses and training programs; and (6) an instructional coaching program to build CPS's coaching capacity and create a cadre of CPS coaches within each school.

**OUTCOMES:**

KDS will build OS4 schools' internal capacity to increase and sustain student achievement. As a result of KDS's work, schools will experience an increase in the quality of teaching and learning as evidenced by learning walks, instructional rounds, student work samples and short-cycle assessments. This high quality teaching and learning will also be reflected in an increase in the score and percentage of students meeting or exceeding academic performance expectations on state, district and interim assessments. KDS's work will also lead to improved performance ratings for principals and teachers. Finally, based on KDS's work, schools' qualitative and quantitative overall performance will improve as measured by formal school diagnostic reviews conducted during the end of the first and second semesters respectively.

**COMPENSATION:**

Vendor shall be paid as specified in the agreement; total not to exceed the sum of \$9,000,000.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement are 25% total MBE and 5% total WBE participation.

The Vendor has scheduled the following:

**Total MBE - 25%**

Stephanie Jackson-Prather  
1436 East 163rd Street  
Chicago, Illinois 60637

**Total WBE - 5%**

Jacqueline Carothers  
2243 West 103rd Street  
Chicago, Illinois 60643

**LSC REVIEW:**

Local School Council approval is not applicable to this report

**FINANCIAL:**

Charge to Office of Strategic School Support Services, Unit 13740  
FY2014: \$9,000,000  
Fund: 332 and 367

**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).

**13-0724-PR5**

**APPROVE ENTERING INTO AGREEMENTS WITH VENDORS  
FOR SCHOOL IMPROVEMENT AND SUPPORT SERVICES**

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

Approve entering into agreements with University of Chicago (Network for College Success), Synesi Associates, LLC and Southern Regional Education Board to provide School Improvement and Support Services to the Office of Strategic School Support Services at a total cost not to exceed \$6,500,000. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. No School Improvement Grant (SIG) funds shall be paid to any Vendor prior to ISBE approval of the Vendor as a Lead Partner. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 13-250020

Contract Administrator : Escareno, Miss Masocorro / 773-553-2280

**VENDOR:**

- 1) Vendor # 33123  
UNIVERSITY OF CHICAGO  
969 EAST 60TH STREET  
CHICAGO, IL 60637  
Sarah Duncan  
773 702-1250
- 2) Vendor # 98275  
SYNESI ASSOCIATES, LLC  
1215 WASHINGTON AVE.  
WILMETTE, IL 60091  
Gary Solomon  
800 434-6970
- 3) Vendor # 14346  
SOUTHERN REGIONAL EDUCATIONAL BOARD  
592 TENTH STREET, NW  
ATLANTA, GA 30318  
Scott Warren  
404 875-9211

**USER INFORMATION:**

Contact: 13740 - Office of Strategic School Support Services  
125 S Clark Street  
Chicago, IL 60603  
Donovan, Mrs. Stephanie B.  
773-553-3809

**TERM:**

The term of each agreement shall commence on August 1, 2013 and shall end July 31, 2014. Each agreement shall have 2 options to renew for a period of 1 year.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

The Office of Strategic School Support Services ("OS4") oversees all CPS schools receiving federal School Improvement Grants ("SIG"). All SIG schools are required to work with a "Lead Partner" during the term of the grant. The Vendors will serve in the role of a Lead Partner and provide SIG schools with the comprehensive and coherent supports and services they require to dramatically improve and sustain student achievement. The Lead Partners will collaborate with a SIG school to engage in regular needs assessments, improve the quality of the instructional program, provide job-embedded professional development, develop and support the implementation of a family and community engagement plan and institute a systematic process for identifying and providing structured academic and social-emotional support for at-risk students. The Lead Partners will maintain a daily presence at the school and provide services throughout the duration of the grant.

**DELIVERABLES:**

Lead Partners will provide schools with the following services and supports: (1) high quality differentiated and job-embedded professional development that builds internal capacity and improves teaching and learning; (2) a coherent and rigorous instructional program that is aligned to the Common Core State Standards and includes curriculum maps, pacing charts and interim assessments; (3) the development and implementation of a strategic school design model that meets the needs of all learners and that is supported by an aligned master schedule; (4) a multi-tiered system of support for students needing academic and social-emotional interventions; (5) a tracking system for monitoring whether students are on track to graduate; and (6) a family and community engagement plan that enlists the support and commitment of all school stakeholders and empowers parents, guardians, community groups and Local School Council members to improve student achievement.

**OUTCOMES:**

The Lead Partners are expected to build the school's internal capacity to increase and sustain student achievement. As a result of the work of the Lead Partners, SIG schools should experience an increase in the score and percentage of students meeting or exceeding academic performance expectations as measured by state, district and interim assessments. SIG schools should also report an increase in student enrollment in higher level courses, including, but not limited to, Advanced Placement courses, International Baccalaureate courses and dual enrollment programs. Finally, SIG schools should report (1) an increase in student attendance and a decrease in truancy; (2) a decrease in student misconducts; and (3) a decrease in the drop-out rate, an increase in the graduation rate and an increase in the post-graduate success of students.

**COMPENSATION:**

Vendors shall be paid as specified in their respective agreements; total not to exceed the sum of \$6,500,000 in the aggregate for all Vendors.

**REIMBURSABLE EXPENSES:**

None

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Officer of the Office of Strategic School Support Services to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination shall be made as to when transactions should be excluded from contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes not-for-profit organizations.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Office of Strategic School Support Services, Unit 13740  
FY2014 - \$6,500,000  
Fund: 367 School Improvement Grant  
Fund: 332 Title Funds

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

Ethics - The Board's Ethics Code adopted 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 Dr. Bienen abstained on Board Report 13-0724-PR5.**

**13-0724-PR6**

**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH AFTER SCHOOL MATTERS TO PROVIDE EDUCATIONAL AND TECHNOLOGY SERVICES TO THE ADVANCED ARTS EDUCATION PROGRAM AT GALLERY 37**

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

Approve exercising the option to renew the agreement with After School Matters to provide educational services and technology support to the Department of Arts Education at a total cost for the option period not to exceed \$212,000. A written document exercising this option for educational services and technology support for the Advanced Arts Education Program (AAEP) at Gallery 37 is currently being negotiated. No payment shall be made to After School Matters 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 : Knowles, Miss Demetra / 773-553-2280

**VENDOR:**

- 1) Vendor # 30111  
AFTER SCHOOL MATTERS  
66 EAST RANDOLPH ST. 4TH FLR.  
CHICAGO, IL 60647  
Mischelle Causey-Drake  
312 742-4182

**USER INFORMATION :**

Project 10890 - Arts  
Manager: 125 S Clark St - 11th Floor  
Chicago, IL 60603  
Rossero, Mr. Mario R  
773-553-2170

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report #12-0725-PR6) in the amount of \$212,000 is for a term commencing August 1, 2012 and ending July 31, 2013, with the Board having one (1) option to renew for one (1) year term. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Purchasing Officer.

**OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing August 1, 2013 and ending July 31, 2014.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide (1) source professional teaching artists to staff each classroom in the Visual Arts, Arts & Technology, Performing Arts and Culinary Arts programs and (2) provide technology support to ensure technology issues are resolved each day before classes begin.

**DELIVERABLES:**

Vendor will continue to provide the following to the Department of Arts Education: (1) 12 professional teaching staff to instruct a class in their specialty to be teamed with a certified Chicago Public Schools teacher and (2) technology support to ensure technology issues are resolved each day before class begins.

**OUTCOMES:**

Vendor's services will result in (1) students having improved abilities in the area of art; (2) students having additional skills and experience that will help them obtain future jobs and entrance into university; and (3) students recognizing that there are a variety of jobs that can match their interests and potential.

**COMPENSATION:**

Vendor shall be paid during this option period as specified in the agreement; total for the option period not to exceed the sum of \$212,000.00.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the participation goal provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115, Unit 10890, Department of Arts Education, FY14 \$212,000.00

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**13-0724-PR7**

**APPROVE ENTERING INTO AN AGREEMENT WITH PROJECT LEAD THE WAY FOR  
PRE-ENGINEERING PROGRAM OF STUDY SERVICES, SUPPLIES AND EQUIPMENT**

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

Approve entering into an agreement with Project Lead the Way to provide pre-engineering program of study services, supplies and equipment to Early College and Career Education at a total cost not to exceed \$870,000. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by Chief Procurement Officer. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Knowles, Miss Demetra / 773-553-2280

**VENDOR:**

- 1) Vendor # 14003  
PROJECT LEAD THE WAY  
3939 PRIORITY WAY S. DR # 200  
INDIANAPOLIS, IN 46240  
Sena Cooper  
317 669-0200

**USER INFORMATION :**

Contact: 13725 - Early College and Career  
125 S Clark Street  
Chicago, IL 60603  
Mcgee, Mrs. Letitia J.  
773-553-2477

**TERM:**

The term of this agreement shall commence on August 1, 2013 and shall end July 31, 2014. This 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:**

Project Lead the Way will provide a pre-engineering curriculum including related equipment and professional development at 12 schools to support approximately 600 middle school and high school students in Gateway to Technology, Pathways to Engineering and Biomedical Services. The courses are as follows: IED - Introduction to Engineering Design TM is a high school level course that is appropriate for the 9th or 10th grade students who are interested in design and engineering. The major focus of IED course is to expose students to design process, research and analysis, teamwork, communication methods, global and human impacts, engineering standards, and technical documentation. POE - Principals of Engineering is a high school level survey course of engineering. The course exposes students to some of the major concepts that they will encounter in a postsecondary engineering course of study. CIM - Computer Integrated Manufacturing is the study of manufacturing planning, integration, and implementation of automation. The course explores manufacturing history, individual processes, systems, and careers. In addition to technical concepts, the course incorporates finance, ethics, and engineering design. DE -Digital Electronics TM is the study of electronic circuits that are used to process and control digital signals. EDD - Engineering Design and Development is the capstone course in the PLTW high school engineering program. It is an engineering research course in which students work in teams to design and develop an original solution to a valid open-ended technical problem by applying the engineering design process. The course applies and concurrently develops secondary level knowledge and skills in mathematics, science, and technology. GTT - Gateway To Technology is the 7th and 8th grade course to introduce our middle school students to the pre-Engineering program.

**DELIVERABLES:**

Vendor will provide pre-engineering program of study services, supplies and equipment.

**OUTCOMES:**

Procurement of these services and equipment will support the District's and ECCE's goal of achieving higher enrollment and graduation rates in CPS Career Academies. The skills attained through the use of this equipment will result in more students earning industry certification and licensure, increased participation in work-based learning experiences and higher enrollment and graduation rates.

**COMPENSATION:**

Vendor shall be paid as follows: in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$870,000.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is excluded from MBE/WBE review; as it was presented to and approved by the Non-Competitive Procurement Review Committee. Supplies, materials, parts, and/or equipment are only available from this vendor.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Early College and Career Education: \$870,000.00  
Fiscal Year 2014  
Future year funding is contingent upon budget appropriation and approval.  
Fund 369, Early College and Career Education - City Wide, 13727, FY14 \$870,000

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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



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

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

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

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

**13-0724-PR8**

**APPROVE ENTERING INTO AN AGREEMENT WITH MOORE MEDICAL LLC FOR MEDICAL RELATED EQUIPMENT AND SUPPLIES**

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

Approve entering into an agreement with Moore Medical LLC to provide Medical Related Equipment and Supplies with Services to Department of Facilities, Early College and Career and Diverse Learner Supports and Services at a total cost not to exceed \$600,000. Vendor was selected on a competitive basis pursuant to a RFQ issued by the City of Chicago (City) and the parties entering into a Master Contract (City's Master Contract). The Board desires to purchase Medical Related Equipment and Supplies with Services based upon the City's Master Contract with other governmental entities. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 21928 (City Of Chicago Rfq)

Contract Administrator : Knowles, Miss Demetra / 773-553-2280

**VENDOR:**

- 1) Vendor # 37379  
MOORE MEDICAL LLC  
389 JOHN DOWNEY DRIVE  
NEW BRITAIN, CT 06050  
Gary Ligmanowski  
800 234-1464X5408

**USER INFORMATION :**

- Contact: 11860 - Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603  
McGuffage, Mr. Terrence William  
773-553-2960
- Contact: 13725 - Early College and Career  
125 S Clark Street  
Chicago, IL 60603  
Mcgee, Mrs. Letitia J.  
773-553-2108
- Contact: 11675 - Diverse Learner Supports & Services - Related  
Services Supports - City Wide  
125 South Clark Street 8th Floor  
Chicago, IL 60603  
Najera-Porte, Miss Rosalba  
773-553-1880

**TERM:**

The term of this agreement shall commence on August 1, 2013 and shall end March 31, 2015. This agreement shall have 2 options to renew for periods of 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 shall provide various medical related equipment and supplies to the district. Vendor will provide Automatic External Defibrillators (AEDs) to schools.

Vendor will provide supplies and equipment, such as protective equipment packs, clean up kits and sharp containers necessary to protect Board employees from bloodborne pathogens. Vendor shall provide mail-back kits and properly dispose of mailed back materials upon receipt.

Vendor will provide industry specific medical equipment that will enable students to train and prepare for job and clinical opportunities, internship with various health organizations as well as prepare students for post secondary study in the field of medicine. Vendor will collaborate with CPS to ensure that specific medical equipment is supported by the infrastructure of each medical lab.

**DELIVERABLES:**

Vendor shall process supply orders, deliver supplies directly to schools (including receptacles for the storage and removal of bio-hazardous waste by schools), accept bio-hazardous waste mailed back from schools. Vendor shall provide Automatic External Defibrillators (AEDs) and accessories, including battery packs, spare battery packs, extra sets of pads, spare defibrillation pads, infant child keys, carrying cases, wall cabinets, fast response kits and AED signs. The vendor shall also provide various educational medical related equipment that will allow students to work on industry specific equipment which will enable them to attain skills in the medical field. Vendor shall process equipment orders, deliver equipment directly to the CTE Medical Lab, and assemble and install all medical equipment.

**OUTCOMES:**

Vendor's products will result in a safe work and learning environment at all CPS facilities. This purchase will result in supporting the District's and CTE's goal of achieving higher enrollment and graduation rates. This purchase will allow students to work on industry specific equipment which will enable them to attain skills in the medical field, potentially resulting in industry certification and licensure; college credit in high school, and participation in work-related experiences (i.e. apprenticeships, internships, etc.).

**COMPENSATION:**

Vendor shall be paid during the term of this agreement upon invoicing, as specified in the contract; total compensation for the term of this agreement not to exceed the sum of \$600,000.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

As purchases for this agreement are made through a Master Agreement issued by the City, this agreement will be bound to the same MBE/WBE provisions called for within that agreement.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Multiple Funds, Unit 13727, Early College and Career - City Wide, FY14 \$150,000  
Multiple Funds, Unit 11600, Diverse Learner Supports & Services, FY14 \$250,000  
Multiple Funds, Unit 11860, Facility Operations and Maintenance, FY14 \$150,000

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

13-0724-PR9

**APPROVE ENTERING INTO AN AGREEMENT WITH CLEARCUT ADVISORS LLC FOR PROCESS AND PERFORMANCE MANAGEMENT CONSULTING SERVICES**

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

Approve entering into an agreement with Clearcut Advisors, LLC to provide process and performance management consulting services to Department of Facility Operations & Maintenance at a total cost not to exceed \$136,500.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2 and approved by CPOR# 13-0522-CPOR-1567. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280  
CPOR Number : 13-0522-CPOR-1567

**VENDOR:**

- 1) Vendor # 94528  
CLEARCUT ADVISORS, LLC  
602 SHAWN LANE  
PROSPECT HEIGHTS, IL 60070  
Steven Bowsher  
847 826-1370

**USER INFORMATION :**

Contact:  
  
11860 - Facility Operations & Maintenance  
  
125 South Clark Street 16th Floor  
  
Chicago, IL 60603  
  
Taylor, Ms. Patricia L  
  
773-553-2960

Project  
Manager: 11860 - Facility Operations & Maintenance  
  
125 South Clark Street 16th Floor  
  
Chicago, IL 60603  
  
McGuffage, Mr. Terrence William  
  
773-553-2960

**TERM:**

The term of this agreement shall commence on the date the agreement is signed and shall end seven months thereafter. This agreement shall have no options to renew.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Clearcut Advisors will provide consultant support in three areas: process and performance management, analysis of current organization, and implementation of process improvements. In addition, Clearcut Advisors will provide support in the design and implementation of a Call Center and Coaching and Counseling training for the Department's staff members.

**DELIVERABLES:**

Clearcut Advisors will provide subject-matter experts to assist the Board in process and performance management. During a seven month period, Clearcut Advisors will provide ongoing individual and group training workshops and materials; an analysis of current organizational structure and recommended changes; a proprietary performance management method; and an analysis and recommendations of processes and measurables.

**OUTCOMES:**

Vendor's services will result in established target objectives; organizational design changes; a performance management process; a call center support system; and individual coaching and counseling training for supervisors.

**COMPENSATION:**

Vendor shall be paid as follows: seven equal monthly payments; total for the term not to exceed the sum of \$136,500.00.

**REIMBURSABLE EXPENSES:**

None

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

The MBE/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, this agreement will be excluded from adhering to the MBE/WBE Program, as the award was made via the CPOR process.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 230

Charge to Facility Operations & Maintenance, Parent Unit: 11800

FY14: \$136,500.00

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**13-0724-PR10**

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

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

Approve the award of Capital Improvement Program construction contracts in the total amount of \$4,124,069.00 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$275,220.45 as listed in the attached July Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

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

**AFFIRMATIVE ACTION:** The General Contracting Services Agreements entered into by each of the pre-qualified general contractors and other miscellaneous construction contracts awarded outside the pre-qualified general contractor program for new construction awards and changes to existing construction

contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

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

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482  
will be used for all Change Orders (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).

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Appendix A  
July 2013

SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM. ACTION				PROJECT SCOPE AND NOTES	REASONS FOR PROJECT
								AA	H	A	WBE		
Greeley School	Reliable & Associates	2537627	BID	\$ 74,305.00	6/11/2013	8/12/2013	2013	0	20	0	26	Provide new 3-5 play structure, including poured-in-place rubberized surface and playlot structures. Project includes accessibility improvements but not limited to: Concrete sidewalks and ADA parking signage.	8
Harper School	K.R. Miller Contractors, Inc.	2538066	BID	\$ 557,000.00	6/11/2013	8/12/2013	2013	36	0	0	2	Demolish top of chimney, repair remaining masonry, install stainless steel liner.	1
Irving School	Reliable & Associates	2538075	BID	\$ 273,888.00	6/11/2013	8/5/2013	2012	15	0	0	85	Repair the spalled concrete around the entire perimeter of the building (demolition of spalled and deteriorated area and repair).	4
Kelly School	Friedler Construction Co.	2539775/ 2539776	BID	\$ 763,800.00	6/13/2013	8/12/2013	2013	0	0	0	26	Re-activate the existing "cannibalized" chiller and extend the existing chilled water piping, currently capped in the basement of the main building, to the lunch room and auditorium air handling units. Refurbish and add a cooling coil to the existing two (2) air handling units (AHUs) and interface the complete chilled water system with the existing BAS located in the addition. Due to the lack of proper insulation on the existing ductwork related to these two units, provide dehumidification only (supplying air at temperatures above 60 Deg F to avoid condensation of on the surfaces of the existing air supply ductwork).	5
Lawrence School	Elanar Construction Company	2534547	BID	\$ 38,400.00	6/5/2013	8/5/2013	2012		N/A			Discovered condition of a broken 6" existing sewer line, approximately 108 feet west of the new asphalt and 141 feet west of the new playlot.	8
Noble Street Charter School- Chicago Bulls College Prep Campus	Tyler Lane Construction, Inc.	2538913	BID	\$ 1,132,596.00	6/12/2013	8/19/2013	2012	0	55	0	18	The school currently has site drainage issues that are result of the building roof runoff and site drainage converging to one site drain. The scope will include sewer rerouting of the lines serving the NW lightwell and the parking lot. Additionally, there will be masonry work at all 4 lightwells. This scope will divert the site drainage away from the site making the existing site drainage solely for the roof runoff.	8
Plamondon School	K.R. Miller Contractors, Inc.	2541015	BID	\$ 427,000.00	6/14/2013	8/12/2013	2013	34	4	0	3	Demolish and rebuild top portion of chimney, repair remaining masonry, install stainless steel liner.	1
Prosser School	K.R. Miller Contractors, Inc.	2527681	BID	\$ 829,000.00	5/23/2013	8/12/2013	2012	6	8	0	42	Work is limited to roof related issues. The roof system materials appear to contain levels of moisture which exceed accepted standards. Numerous splits were found in various areas of the roof. Water has infiltrated the roof system and has contaminated the insulation.	4
Sullivan School	Elanar Construction Company	2534545	BID	\$ 28,080.00	6/5/2013	8/5/2013	2012		N/A			Replace approximately 36 LF of sewer pipe due to a discovered condition of a collapsed sewer pipe. This pipe is the sewer lateral that ties into the city main and feeds the school site. Excavation is required resulting in asphalt sidewalk & sod replacement.	8
				\$ 4,124,069.00									

Reasons:

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

CPS

Chicago Public Schools  
Capital Improvement Program

JULY 2013

These change order dates range from 01/11/12 to 06/13/13 and  
approval cycles range from 05/15/13 to 06/14/13Date: 6/17/2013  
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## CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
STEM Magnet Academy									
2012 STEM Magnet MEP		2012-22711-MEP							
Wight & Company			\$86,366.14	3		\$36,897.26	\$123,263.40	42.72%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
05/01/13	05/15/13	Provide new air exhaust ducts and improve current ducts.					2495749	11-0525-PR8	
							Discovered Conditions	\$33,435.64	
							Project Total	\$33,435.64	
Beulah Shoesmith School									
2013 Shoesmith LTG		2013-25371-LTG							
Imperial Lighting Maintenance Co.			\$7,619.18	2		\$2,926.11	\$10,545.29	38.40%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
05/28/13	05/28/13	A few additional audit items were discovered while in Shoesmith School completing the punch list work.					2515004	11-1214-PR4	
							Discovered Conditions	\$2,872.08	
							Project Total	\$2,872.08	
Emil G Hirsch Metropolitan High School									
2013 Hirsch LTG		2013-47031-LTG							
Broadway Electric			\$265,183.00	2		\$84,175.00	\$349,358.00	31.74%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
06/06/13	06/11/13	Additional fixtures in rooms previously not found, locked, or not identified.					2527684	11-1214-PR4	
							Omission – AOR	\$68,323.00	
							Project Total	\$68,323.00	
Arthur A Libby School									
2013 Libby LTG		2013-24171-LTG							
Broadway Electric			\$75,151.00	1		\$18,052.00	\$93,203.00	24.02%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
05/20/13	06/04/13	Missed Scope by AOR.					2463595	11-1214-PR4	
							Error - Architect	\$18,052.00	
							Project Total	\$18,052.00	
Newton Bateman Elementary School									
2012 Bateman LTG		2012-22171-LTG							
Quantum Crossings, LLC.			\$68,263.24	4		\$15,359.66	\$83,622.90	22.50%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
05/28/13	05/31/13	Provide second shift work to complete the project.					2495318	12-0222-PR10	
							Owner Directed	\$2,866.94	
							Project Total	\$2,866.94	

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

Report M\_CHANGE\_09

**CPS****Chicago Public Schools**  
Capital Improvement Program**JULY 2013**These change order dates range from 01/11/12 to 06/13/13 and  
approval cycles range from 05/15/13 to 06/14/13**Date: 6/17/2013**  
**Page: 2 of 13****CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Salmon P Chase School									
2013 Chase LTG		2013-22701-LTG							
	Anchor Mechanical, Inc.		\$35,363.00	3	\$7,905.84	\$43,268.84	22.36%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
								2517943	13-0227-PR6
06/03/13	06/03/13	The exit signs were not included in the bulletin.					Discovered Conditions		\$3,117.43
								Project Total	\$3,117.43
Noble Street Charter High School - Chicago Bulls College Prep Campus									
2012 Noble St. Bulls MCR-1		2012-66572-MCR-1							
	Wight & Company		\$69,532.69	3	\$15,466.43	\$84,999.12	22.24%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
								2507266	12-1024-PR8
06/03/13	06/04/13	Due to an unexpected pipe collapse, repair work will start later than anticipated.					Discovered Conditions		\$4,869.85
06/12/13	06/13/13	The CPS consultant Flood Labs tested the existing soil beneath the demolished concrete paving and found it to be in poor condition. They recommended that another 12 inches of soil be removed.					Discovered Conditions		\$5,700.00
								Project Total	\$10,569.85
Walter Q Gresham School									
2012 Gresham LTG		2012-23451-LTG							
	ECO Lighting Services & Technology		\$110,250.00	2	\$22,501.72	\$132,751.72	20.41%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
								2341002	
04/29/13	05/15/13	Provide pricing to fit additional exit signs.					Omission – AOR		\$3,098.23
								Project Total	\$3,098.23
Theodore Herzl School									
2012 Herzl MCR		2012-23771-MCR							
	F.H. Paschen, S.N. Nielsen & Assoc		\$6,871,000.00	101	\$1,224,823.20	\$8,095,823.20	17.83%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
								2306871	09-0722-PR8
05/06/13	05/22/13	Provide a credit for work which was not completed in Gym 330, 2 locations. Patch, sand, repair, and paint where plates were to be installed.					Owner Directed		(\$431.00)
								Project Total	(\$431.00)

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

Report M\_CHANGE\_09





**Chicago Public Schools**  
Capital Improvement Program

**JULY 2013**

These change order dates range from 01/11/12 to 06/13/13 and  
approval cycles range from 05/15/13 to 06/14/13

Date: 6/17/2013  
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**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Patrick Henry School									
2012 Henry LTG		2012-23731-LTG							
	Quantum Crossings, LLC.		\$87,770.59	3		\$12,323.40	\$100,093.99	14.04%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
05/28/13	05/31/13	Provide second shift work as needed to complete project.					2495252	12-0222-PR10	
							Owner Directed	\$3,276.50	
							Project Total	\$3,276.50	
Theodore Roosevelt High School									
2013 Roosevelt LTG-1		2013-46271-LTG-1							
	J M Polcurr, Inc.		\$109,483.24	4		\$12,221.53	\$121,704.77	11.16%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
05/16/13	05/16/13	Contractor shall provide additional kits in order to retrofit all cafeteria light fixtures.					2523037	11-1214-PR4	
							Error - Architect	\$8,538.57	
							Project Total	\$8,538.57	
Grover Cleveland School									
2013 Grover Cleveland LTG		2013-22741-LTG							
	Anchor Mechanical, Inc.		\$87,228.43	3		\$9,223.11	\$96,451.54	10.57%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
04/15/13	05/17/13	The Auditorium light fixtures are on the second floor and require additional scaffolding.					2495751	11-1214-PR4	
							Discovered Conditions	\$7,930.00	
							Project Total	\$7,930.00	
William H Prescott School									
2012 Prescott LTG		2012-25021-LTG							
	Quantum Crossings, LLC.		\$53,124.56	2		\$5,362.37	\$58,486.93	10.09%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
05/07/13	05/15/13	Removal of wireless ceiling sensors.					2416287	12-0222-PR10	
							Other	\$3,314.55	
06/07/13	06/07/13	Provide second shift work as needed to complete project.					2534550	13-0227-PR6	
							Owner Directed	\$2,047.82	
							Project Total	\$5,362.37	

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

Report M\_CHANGE\_09



**Chicago Public Schools**  
Capital Improvement Program

**JULY 2013**

These change order dates range from 01/11/12 to 06/13/13 and  
approval cycles range from 05/15/13 to 06/14/13

**Date: 6/17/2013**  
**Page: 4 of 13**

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Enrico Tonti School</b>									
		<b>2013 Tonti NPL</b>							
		<b>2013-25631-NPL</b>							
	All-Bry Construction Company		\$102,826.60	3	\$10,012.03	\$112,838.63	9.74%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2514704	12-1024-PR8
	05/23/13	05/29/13	Brick pavers along sidewalk have depressed areas for potential ponding, tripping hazards and ADA issues. Remove and salvage brick pavers as dimensioned. Replace/match existing paver type and patterns. Match brick paver grades. Extend concrete removal and repair work to the southwest corner of the building.					Omission – DM	\$6,878.56
	05/23/13	05/29/13	Stainless steel back plate at new fountains. On elevation view of print on plate is shown. Mis-coordination of documents.					Omission – AOR	\$1,901.11
	05/23/13	05/28/13	Mechanical re-compacting of stone after auguring by KaBoom. Needed to avoid warranty issues with soft surface of playground.					Owner Directed	\$1,232.36
								<b>Project Total</b>	<b>\$10,012.03</b>
<b>Theodore Roosevelt High School</b>									
		<b>2012 Roosevelt MCR/CAR</b>							
	Tyler Lane Construction, Inc.		\$16,706,278.00	30	\$1,472,798.84	\$18,179,076.84	8.82%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2306872	
	05/21/13	05/28/13	Various upgrades and improvements in classrooms including door work, ceiling improvements, painting, and wall construction.					Owner Directed	(\$11,568.00)
	05/13/13	05/28/13	Remove existing side inlet currently serving as a cleanout at (3) storm drain pipe locations. Provide new cast iron fitting.					Discovered Conditions	\$28,410.00
								<b>Project Total</b>	<b>\$16,842.00</b>
<b>Francis W Parker Community Academy</b>									
		<b>2013 Parker LTG</b>							
		<b>2013-31181-LTG</b>							
	Imperial Lighting Maintenance Co.		\$113,589.45	4	\$9,966.25	\$123,555.70	8.77%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2523498	13-0227-PR6
	05/20/13	05/20/13	Provide additional fixture replacement in Parker Annex. Provide additional lens replacement in classroom fixtures.					Discovered Conditions	\$4,437.23
								<b>Project Total</b>	<b>\$4,437.23</b>
<b>Alice L Barnard Computer Math &amp; Science Center</b>									
		<b>2013 Barnard LTG</b>							
		<b>2013-22131-LTG</b>							
	ECO Lighting Services & Technology		\$30,393.68	1	\$2,345.64	\$32,739.32	7.72%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2527579	13-0227-PR6
	05/29/13	06/05/13	Provide 4 additional fixtures. Provide and install 30 additional lenses.					Omission – AOR	\$2,345.64
								<b>Project Total</b>	<b>\$2,345.64</b>

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

Report M\_CHANGE\_09

**CPS****Chicago Public Schools**  
Capital Improvement Program**JULY 2013**These change order dates range from 01/11/12 to 06/13/13 and  
approval cycles range from 05/15/13 to 06/14/13**Date: 6/17/2013****Page: 5 of 13****CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Cyrus H McCormick School									
	2013 McCormick LTG	2013-24431-LTG							
	Imperial Lighting Maintenance Co.		\$115,102.82	5	\$8,813.68	\$123,916.50	7.66%		
	<a href="#">Change Date</a>	<a href="#">App Date</a>	<a href="#">Change Order Descriptions</a>					<a href="#">Reason Code</a>	
	05/29/13	06/04/13	Various installs including sensors and fixtures.					2530172	13-0227-PR6
								Discovered Conditions	\$1,345.36
								Project Total	\$1,345.36
Arthur Dixon School									
	2012 Dixon BLR	2012-22971-BLR							
	All-Bry Construction Company		\$5,199,000.00	30	\$381,971.20	\$5,580,971.20	7.35%		
	<a href="#">Change Date</a>	<a href="#">App Date</a>	<a href="#">Change Order Descriptions</a>					<a href="#">Reason Code</a>	
	05/03/13	05/28/13	Provide a new electrical panel / circuit breaker to be installed in existing switchboard.					2298738	11-0525-PR8
								Discovered Conditions	\$20,000.00
								Project Total	\$20,000.00
Philip D Armour School									
	2011 Armour ADA	2011-22061-ADA							
	Scale Construction		\$3,060,598.00	19	\$211,828.61	\$3,272,426.61	6.92%		
	<a href="#">Change Date</a>	<a href="#">App Date</a>	<a href="#">Change Order Descriptions</a>					<a href="#">Reason Code</a>	
	01/19/12	06/07/13	Install plywood base over spalled masonry, door sweeps, exhaust ducts above fume hoods with drywall, other various upgrades and improvements.					2094883	
								Site Inspect Direction	\$48,170.80
								Project Total	\$48,170.80
Eliza Chappell Elementary School									
	2013 Chappell LTG	2013-22681-LTG							
	ECO Lighting Services & Technology		\$57,796.96	2	\$3,937.72	\$61,734.68	6.81%		
	<a href="#">Change Date</a>	<a href="#">App Date</a>	<a href="#">Change Order Descriptions</a>					<a href="#">Reason Code</a>	
	06/01/13	06/05/13	Discrepancy between bid docs and existing conditions.					2483355	
								Omission – AOR	\$735.50
								Project Total	\$735.50
Jordan Community School									
	2012 Jordan LTG	2012-22811-LTG							
	Quantum Crossings, LLC.		\$73,702.32	3	\$4,893.99	\$78,596.31	6.64%		
	<a href="#">Change Date</a>	<a href="#">App Date</a>	<a href="#">Change Order Descriptions</a>					<a href="#">Reason Code</a>	
	05/28/13	05/31/13	Provide second shift work as needed to complete project.					2495251	12-0222-PR10
								Owner Directed	\$3,378.89
								Project Total	\$3,378.89

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

Report M\_CHANGE\_09

**CPS****Chicago Public Schools**  
Capital Improvement Program**JULY 2013**These change order dates range from 01/11/12 to 06/13/13 and  
approval cycles range from 05/15/13 to 06/14/13**Date: 6/17/2013****Page: 6 of 13****CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Jackie R Robinson									
2013 Robinson LTG		2013-26061-LTG							
	Broadway Electric		\$38,328.00	1		\$2,385.00	\$40,713.00	6.22%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
05/08/13	05/15/13	Missed scope by AOR.					Omission – AOR		\$2,385.00
Project Total									\$2,385.00
Bowen Environmental Studies High School									
2013 Bowen LTG		2013-55031-LTG							
	Broadway Electric		\$226,787.00	3		\$13,197.00	\$239,984.00	5.82%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
04/25/13	05/16/13	Discrepancy between bid docs and field conditions.					Omission – AOR		\$12,757.00
Project Total									\$12,757.00
Mount Vernon Elementary School									
2012 Mount Vernon MCR		2012-24601-MCR							
	All-Bry Construction Company		\$4,099,000.00	18		\$224,000.14	\$4,323,000.14	5.46%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
05/10/13	05/16/13	Five areas on school's foundation which were to receive exterior waterproofing and epoxy injection at existing foundation walls, waterproofing and insulation and epoxy crack injection.					Owner Directed		(\$2,576.00)
Project Total									(\$2,576.00)
Carver Military High School									
2012 Carver SIP		2012-46381-SIP							
	Friedler Construction Co.		\$23,230,800.00	51		\$1,233,196.66	\$24,463,996.66	5.31%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
06/11/13	06/14/13	After bids were received, the RTU vendor advised the CPS Design Manager that they could provide centrifugal return fans on most units except six and still meet the RTU weight limits.					Owner Directed		\$15,341.63
Project Total									\$15,341.63
George B Swift Specialty School									
2013 Swift LTG		2013-25571-LTG							
	Anchor Mechanical, Inc.		\$61,147.94	4		\$3,145.38	\$64,293.32	5.14%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
05/21/13	05/23/13	Throughout the school, provide (13) additional Retrofit Tag fixtures.					Omission – AOR		\$1,209.00
Project Total									\$1,209.00

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## CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Daniel R Cameron Elementary School</b>									
		<b>2012 Cameron MCR</b>							
		<b>2012-22531-MCR</b>							
	Friedler Construction Co.		\$7,583,800.00	65	\$378,691.83	\$7,962,491.83	4.99%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2303876	09-0722-PR8
	05/15/13	05/28/13	Remove the damaged constructions so that the recessed storm piping can be inspected for determination of a scope of work to repair the piping.					Discovered Conditions	\$17,009.92
								Project Total	\$17,009.92
<b>Joseph Stockton School</b>									
		<b>2011 Stockton MCR</b>							
		<b>2011-25501-MCR</b>							
	Tyler Lane Construction, Inc.		\$12,803,318.00	24	\$621,633.46	\$13,424,951.46	4.86%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2411565	
	06/06/13	06/11/13	A field test confirmed the need for a motorized damper to maintain the intended air circulation.					Discovered Conditions	\$15,338.98
								Project Total	\$15,338.98
<b>Dewey Academy of Multicultural Studies</b>									
		<b>2013 Dewey LTG</b>							
		<b>2013-22951-LTG</b>							
	Broadway Electric		\$55,344.00	1	\$2,502.00	\$57,846.00	4.52%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2462875	11-1214-PR4
	05/20/13	05/28/13	Scope missed fixtures and lenses.					Error - Architect	\$2,502.00
								Project Total	\$2,502.00
<b>Eugene Field School</b>									
		<b>2013 Field LTG</b>							
		<b>2013-23211-LTG</b>							
	ECO Lighting Services & Technology		\$56,675.28	1	\$2,283.73	\$58,959.01	4.03%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2443971	11-1214-PR4
	06/01/13	06/05/13	Discrepancy between bid docs and existing conditions.					Omission - AOR	\$2,283.73
								Project Total	\$2,283.73
<b>James Russell Lowell Elementary School</b>									
		<b>2012 Lowell LTG</b>							
		<b>2012-24251-LTG</b>							
	Quantum Crossings, LLC.		\$118,568.05	1	\$4,402.80	\$122,970.85	3.71%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2416275	12-0222-PR10
	05/28/13	05/31/13	Provide second shift work as needed to complete project.					Other	\$4,402.80
								Project Total	\$4,402.80

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Report M\_CHANGE\_09

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School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Luther Burbank School</b>									
	<b>2012 Burbank SIP</b>	<b>2012-22401-SIP</b>							
	K.R. Miller Contractors, Inc		\$9,739,700.00	36	\$343,941.88	\$10,083,641.88	3.53%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2298755	11-0525-PR8
	05/03/13	06/07/13	Improve ceiling system, relocate A/C unit electrical connection, remove damaged wood trim at windows, and paint remaining					Owner Directed	\$64,019.16
	05/03/13	05/29/13	Relocation and improvement of duct in gym and stage areas. Miscellaneous painting and cosmetic improvements.					Discovered Conditions	\$9,817.68
								Project Total	\$73,836.84
<b>Andersen Community Academy</b>									
	<b>2012 Anderson-LaSalle LTG</b>	<b>2012-31011-LTG</b>							
	Quantum Crossings, LLC.		\$117,430.34	1	\$4,095.63	\$121,525.97	3.49%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2416274	12-0222-PR10
	05/28/13	05/31/13	Provide second shift work as needed to complete project.					Owner Directed	\$4,095.63
								Project Total	\$4,095.63
<b>Wolfgang A Mozart School</b>									
	<b>2012 Mozart LTG</b>	<b>2012-24611-LTG</b>							
	Quantum Crossings, LLC.		\$118,901.89	1	\$4,095.43	\$122,997.32	3.44%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2416269	12-0222-PR10
	05/29/13	05/31/13	Provide second shift work as needed to complete project.					No Reason Defined	\$4,095.43
								Project Total	\$4,095.43
<b>Ella Flagg Young School</b>									
	<b>2013 Young NPL</b>	<b>2013-25921-NPL</b>							
	Reliable & Associates		\$143,028.00	2	\$4,361.54	\$147,389.54	3.05%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2489546	11-0525-PR8
	04/12/13	05/17/13	After some discovered conditions were found additional work was required to rework the existing drinking fountains and add an additional drinking fountain.					Discovered Conditions	\$4,361.54
								Project Total	\$4,361.54
<b>William W Carter School</b>									
	<b>2013 Carter LTG</b>	<b>2013-22611-LTG</b>							
	Broadway Electric		\$109,838.00	4	\$3,274.00	\$113,112.00	2.98%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2462885	11-1214-PR4
	05/08/13	05/16/13	The specified reflector kits will not fit into fixtures of first floor classrooms due to the minimal existing fixture depth.					Owner Directed	(\$775.00)

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School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
William W Carter School									
2013 Carter LTG		2013-22611-LTG							
	Broadway Electric		\$109,838.00	4		\$3,274.00	\$113,112.00	2.98%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
							2462885		11-1214-PR4
05/01/13	05/16/13	Retrofitting of an additional 6 light fixtures in Room 120. The base scope of work only indicated 14 light fixtures but 20 actually exist.					Omission – AOR		\$673.00
							<u>Project Total</u>		<u>(\$102.00)</u>
Ronald H Brown Community Academy									
2012 Brown SIP		2012-24631-SIP							
	K.R. Miller Contractors, Inc		\$8,274,700.00	45		\$215,828.24	\$8,490,528.24	2.61%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
							2298754		11-0525-PR8
03/26/13	05/20/13	To address the recent successful and previously attempted break-ins through the Boiler Room door, metal grating at the top of the masonry chiller wall enclosure is to be provided.					Omission – AOR		\$31,822.57
							<u>Project Total</u>		<u>\$31,822.57</u>
Hanson Park Stadium									
2012 Hanson Park SIT		2012-68090-SIT							
	Buckeye Construction		\$130,750.00	1		\$3,200.00	\$133,950.00	2.45%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
							Owner Directed		\$3,200.00
06/13/13	06/14/13	Additional labor hours to layout and stripe the new running track surface to the 400m standard.							
							<u>Project Total</u>		<u>\$3,200.00</u>
Leslie Lewis School									
2011 Lewis SIP-1		2011-24151-SIP-1							
	F.H. Paschen, S.N. Nielsen & Assoc		\$6,310,000.00	10		\$144,409.00	\$6,454,409.00	2.29%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
							2402357		
05/29/13	06/11/13	Access Panel Openings					Error - Architect		\$5,052.00
							<u>Project Total</u>		<u>\$5,052.00</u>
J W Von Goethe School									
2013 Goethe NCP		2013-23341-NCP							
	O.C.A. Construction, Inc.		\$1,187,825.00	1		\$16,000.00	\$1,203,825.00	1.35%	
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
							2492395		11-0525-PR8
05/29/13	06/05/13	Please add Alternate 3 to the contractor scope of services per owner's request					School Request		\$16,000.00
							<u>Project Total</u>		<u>\$16,000.00</u>

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**Chicago Public Schools**  
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**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Edwin G Foreman High School</b>									
	<b>2013 Foreman LTG</b>	<b>2013-46131-LTG</b>							
		ECO Lighting Services & Technology	\$190,727.90	1	\$1,972.01	\$192,699.91	1.03%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2443973	11-1214-PR4
	06/01/13	06/11/13	Discrepancy between bid docs and existing conditions.					Omission – AOR	\$1,972.01
								Project Total	\$1,972.01
<b>Road Amundsen High School</b>									
	<b>2013 Amundsen LTG</b>	<b>2013-46031-LTG</b>							
		ECO Lighting Services & Technology	\$98,901.03	1	\$1,001.94	\$99,902.97	1.01%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2443958	11-1214-PR4
	06/01/13	06/05/13	Misc. adds and credits based upon final walk through and discrepancy between bid docs.					Omission – AOR	\$1,001.94
								Project Total	\$1,001.94
<b>Philip Murray Language Academy</b>									
	<b>2012 Murray MCR</b>	<b>2012-29221-MCR</b>							
		Blinderman Construction Co	\$3,131,200.00	17	\$31,100.00	\$3,162,300.00	0.99%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2323657	12-0425-PR9
	05/31/13	06/04/13	In the course of completing base scope of limestone work, it was discovered that a supporting steel lintel was deteriorating and was required to be replaced. Work includes removal and replacement of brick infill, steel lintel, and surrounding limestone (as the existing material could not be reused).					Discovered Conditions	\$9,057.00
								Project Total	\$9,057.00
<b>James B Farnsworth School</b>									
	<b>2010 Farnsworth NAB</b>	<b>2010-23161-NAB</b>							
		Blinderman Construction Co	\$4,619,000.00	3	\$5,491.00	\$4,624,491.00	0.12%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
								2501020	11-0525-PR8
	05/23/13	06/07/13	Remove additional pipe insulation that contains asbestos.					E&O - MEC	\$2,420.00
	05/23/13	06/05/13	Remove and replace conduit and wiring serving receptacles and lighting in the Coal Storage Room which is severely rusted.					Discovered Conditions	\$1,381.00
	05/23/13	06/05/13	Various duct improvements in Gymnasium.					Discovered Conditions	\$1,690.00
								Project Total	\$5,491.00

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School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Lake View High School</b>									
	<b>2011 Lakeview DOR</b>	<b>2011-46211-DOR</b>							
	Chicago Commercial Contractors, LLC		\$945,451.69	1	(\$26.79)	\$945,424.90	-0.00%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	05/20/13	05/21/13	Unused project allowance.					2159333	
								Owner Directed	(\$26.79)
								Project Total	(\$26.79)
<b>Thomas A Edison Regional Gifted Center</b>									
	<b>2013 Edison LTG</b>	<b>2013-29011-LTG</b>							
	ECO Lighting Services & Technology		\$30,166.95	1	(\$212.96)	\$29,953.99	-0.71%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	06/01/13	06/05/13	Discrepancy between bid docs and existing conditions.					2443970	11-1214-PR4
								Omission – AOR	(\$212.96)
								Project Total	(\$212.96)
<b>Park Manor Elementary School</b>									
	<b>2013 Park Manor LTG</b>	<b>2013-24841-LTG</b>							
	Broadway Electric		\$75,410.00	5	(\$1,382.00)	\$74,028.00	-1.83%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	05/29/13	06/05/13	An initial discrepancy has a variance of 3 fixtures that require additional work.					2462896	11-1214-PR4
								Omission – AOR	\$936.00
								Project Total	\$936.00
<b>Christian Ebinger</b>									
	<b>2013 Ebinger LTG</b>	<b>2013-23051-LTG</b>							
	Anchor Mechanical, Inc.		\$75,179.60	4	(\$1,399.63)	\$73,779.97	-1.86%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	06/01/13	06/05/13	6 Additional Boiler Room fixtures were required for install.					2423182	11-1214-PR4
								Omission – AOR	\$1,086.00
								Project Total	\$1,086.00
<b>Walt Disney Magnet School</b>									
	<b>2013 Walt Disney LTG</b>	<b>2013-29401-LTG</b>							
	Anchor Mechanical, Inc.		\$47,243.10	1	(\$1,057.52)	\$46,185.58	-2.24%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	02/15/13	06/11/13	Punch list closeout					2470131	11-1214-PR4
								No Reason Defined	(\$1,057.52)
								Project Total	(\$1,057.52)

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School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Roberto Clemente Community Academy High School									
2011 Clemente ADA		2011-51091-ADA							
	Chicago Commercial Contractors, LLC		\$11,707,311.00	74		(\$463,824.10)	\$11,243,486.90	-3.96%	
<a href="#">Change Date</a>	<a href="#">App Date</a>	<a href="#">Change Order Descriptions</a>						<a href="#">Reason Code</a>	
								2103523	
01/11/12	05/22/13	Additional cleaning services that were not in the scope of the ADA scope.						Owner Directed	\$7,049.00
								Project Total	\$7,049.00
William H Seward Communication Arts Academy									
2013 Seward LTG		2013-25301-LTG							
	Imperial Lighting Maintenance Co.		\$66,816.23	3		(\$3,338.74)	\$63,477.49	-5.00%	
<a href="#">Change Date</a>	<a href="#">App Date</a>	<a href="#">Change Order Descriptions</a>						<a href="#">Reason Code</a>	
								2443986	11-1214-PR4
05/02/13	05/17/13	Lost time claim.						Asset Delay	\$832.00
								Project Total	\$832.00
John W Garvy School									
2013 Garvy LTG		2013-23301-LTG							
	ECO Lighting Services & Technology		\$13,594.94	1		(\$1,065.36)	\$12,529.58	-7.84%	
<a href="#">Change Date</a>	<a href="#">App Date</a>	<a href="#">Change Order Descriptions</a>						<a href="#">Reason Code</a>	
								2443974	11-1214-PR4
06/01/13	06/05/13	Discrepancy between bid docs and existing conditions.						Omission – AOR	(\$1,065.36)
								Project Total	(\$1,065.36)
Lane Stadium									
2013 Lane Tech UAF		2013-68040-UAF							
	K.R. Miller Contractors, Inc		\$601,410.00	1		(\$205,961.00)	\$395,449.00	-34.25%	
<a href="#">Change Date</a>	<a href="#">App Date</a>	<a href="#">Change Order Descriptions</a>						<a href="#">Reason Code</a>	
								2497852	11-0525-PR8
06/13/13	06/14/13	Deductive change order for unused project allowance.						Owner Directed	(\$205,961.00)
								Project Total	(\$205,961.00)
Leslie Lewis School									
2011 Lewis SIP		2011-24151-SIP							
	Chicago Commercial Contractors, LLC		\$6,918,442.00	10		(\$2,537,361.08)	\$4,381,080.92	-36.68%	
<a href="#">Change Date</a>	<a href="#">App Date</a>	<a href="#">Change Order Descriptions</a>						<a href="#">Reason Code</a>	
								2126597	
05/28/13	05/30/13	Reroute 2nd floor duct work.						Owner Directed	\$2,257.00
05/28/13	05/29/13	Install drinking fountain, stainless steel finish with stainless steel bubbler or supply equal alternate.						Omission – AOR	\$4,148.00
								Project Total	\$6,405.00

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

Report M\_CHANGE\_09

**CPS**

**Chicago Public Schools**  
Capital Improvement Program

**JULY 2013**

These change order dates range from 01/11/12 to 06/13/13 and  
approval cycles range from 05/15/13 to 06/14/13

**Date: 6/17/2013**  
**Page: 13 of 13**

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Elihu Yale School</b>									
<b>2013 Yale LTG</b>		<b>2013-25901-LTG</b>							
	Broadway Electric		\$65,810.00	2	(\$37,455.00)	\$28,355.00	-56.91%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
								2466812	11-1214-PR4
05/21/13	05/28/13	The lighting project at Yale school is suspended as part of the school being closed.						Owner Directed	(\$37,581.00)
Project Total									(\$37,581.00)

**Total Change Orders for this Period      \$275,220.45**

13-0724-PR11

**AMEND BOARD REPORT 12-0925-PR4  
APPROVE ENTERING INTO AN AGREEMENT WITH RADIANT RFID, LLC (RADIANT) FOR ASSET  
TRACKING AND RFID TAGGING SYSTEM**

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

Approve entering into an agreement with Radiant RFID, LLC (Radiant) for an asset tracking and RFID tagging system solution to be used by central office and schools at a total cost not to exceed ~~\$465,000~~ \$1,435,333. Radiant was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Radiant's services is currently being negotiated. No services shall be provided by and no payment shall be made to Radiant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This July 2013 amendment is to increase the not to exceed amount by \$970,333 to \$1,435,333 and to update not to exceed amount for renewal options. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number : 11-250056

Contract Administrator : Seanior, Miss Pamela Dorcas / 773-553-2280

**VENDOR:**

- 1) Vendor # 97411  
RADIANT RFID, LLC  
12912 HILL COUNTRY BLVD., STE F-245  
AUSTIN, TX 78738  
MATTHEW PADON, Director  
512 351-4915 X 101

**USER INFORMATION :**

Project 12410 - Corporate Accounting  
Manager: 125 South Clark Street 14th Floor  
Chicago, IL 60603  
Tate, Miss Williedean  
773-553-2710

**TERM:**

The term of this agreement shall commence on the date the agreement is signed and shall end 24 months thereafter. This agreement shall have 2 options to renew for periods of 1 year each at a cost for each option period not to exceed ~~\$149,000~~ \$309,123.

**USE OF SOFTWARE:**

The Radiant Fixed Asset tracking solution includes software, hardware (readers) and tags.

a. Software: Radiant RFID will provide a complete solution designed specifically for physical location tracking of assets and inventory. Virtual Asset Tracker will track the exact location and the expected location of assets and allow for resolution of discrepancies. The software contains detailed reporting including Total Inventory, Matching, Exception, Lost, and Deficiency Reports. All reports can be customized by the system administrator or designated user. Radiant RFID will host the server database for CPS on a cloud server and will maintain the software and perform software maintenance and upgrades as required and as coordinated with CPS. The server database will contain all CPS asset data, as provided by CPS, including location hierarchy and specific asset description information. Radiant will provide up to 100 mobile client licenses of Virtual Asset Tracker to CPS.

c. Hardware: Radiant will maintain and provide 20 RFID handheld bundles to CPS. The bundle will include RFID handheld (Motorola model 3190Z or equivalent), cradle with spare battery charge slot, cables, power supply, spare battery, and 3 year Bronze Service Warranty that covers accidental breakage as well as device failure. The handheld bundle will be kitted in a hard shell carry case. Radiant will test, configure and maintain the software on the devices and will handle any maintenance or service issues on behalf of CPS. The devices can be stored at Radiant and deployed to CPS as needed. This hardware is leased as part of the solution and Radiant is responsible for all service and warranty issues and will offer a device refresh if needed. Radiant will also maintain five additional readers provided by CPS.

d. RFID Tags: Radiant will work with CPS to select and design RFID tags that meet CPS requirements for read performance, size, and aesthetics. Radiant will manage all programmed Electronic Product Code (EPC) sequences for all RFID tags to insure no duplication of numbers and will follow all CPS guidelines for logo presentation, sequencing, and any other required tag information.

**OUTCOMES:**

Vendor's services will result in the following:

1. Increased accuracy and timeliness of the Board's fixed asset data
2. Reduction in the district's exposure to theft
3. Strengthened internal controls in regard to fixed assets
4. Reduced cost of replacing stolen or misplaced assets
5. Reduced cost of paying staff extended hours to conduct the physical inventory observation
6. Reduced vendor and administrative costs

**LICENSE FEE:**

Radiant shall be paid as specified in the agreement; total compensation for the 2-year agreement not to exceed ~~\$465,000~~ 1,435,333.

**MAINTENANCE FEE:**

Not applicable.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

This agreement is exempt from the requirements of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, as this agreement is for a software license subscription.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Total cost for the 2-year agreement should not exceed ~~\$465,000~~ \$1,435,333 including software license, hardware, consulting fees and tags.

Cost for each option period should not exceed ~~\$149,000~~ \$309,123 (software license plus tags) with a total cost of ~~\$298,000~~ \$618,246 for both one year options.

While central office will cover the cost of software licensing, hardware and services as well as the tags used in the initial implementation, the cost for subsequent tag purchases will be shared by all asset owning units. The Cost for tags is distributed annually as follows:

2013: \$175,000 (initial tags covered by Central Office)

Fund 115, General Education

2014 (charge to Department of Finance, 12410 for initial tagging): \$800,000 (\$200K School Actions, \$600K Remaining Schools)

2014: ~~\$20,000~~ (Various schools and departments): \$170,333 (subsequent tagging)

2015: ~~\$20,000~~

2016: ~~\$20,000~~

FY14 - FY16 funding is contingent upon budget appropriation and approval:

<del>12410-115-54125-252502-000000-2013</del>	<del>\$141,000.00</del>
<del>12410-115-53405-252502-000000-2013</del>	<del>\$175,000.00</del>
<del>12410-115-54125-252502-000000-2014</del>	<del>\$129,000.00</del>

**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).

13-0724-PR12

**AMEND BOARD REPORT 12-0125-PR8  
APPROVE AGREEMENT WITH AON HEWITT  
FOR CONSULTING SERVICES**

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

Approve an agreement with Aon Hewitt to provide actuarial services to the Department of Finance at a total cost not to exceed ~~\$300,000.00~~ \$475,000.00 over the term of the agreement. Consultant was selected on a competitive basis pursuant to an RFP issued by the City of Chicago (City). Subsequently, the City and Aon Hewitt entered into a Master Consulting Agreement. The Board desires to purchase these services based upon that Master Consulting Agreement pursuant to Board Rule 7-2.4, under which the Board is authorized to purchase non-biddable services from vendors who have contracted with other governmental entities. No services shall be provided by Consultant and no payment shall be made to Consultant prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This July 2013 amendment is necessary to add funding for Fiscal Year 2014. The term does not end until June 30, 2014. The Illinois General Assembly did not enact pension reform legislation in FY 2013. Thus, Finance will require continued actuarial consulting services for FY 2014, in an amount not-to-exceed \$175,000, which will also be used to cover services provided by Consultant at the end of FY 2013. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number: 42504A (City of Chicago RFP)  
18132-27-TSK-00001 (City of Chicago Task Order)  
Contract Administrator/Phone: Opal L. Walls / 3-2648

**CONSULTANT:** Aon Hewitt  
200 East Randolph, Suite 900  
Chicago, Illinois 60601  
Barbara Rosen, Vice President  
Vendor #97631

**USER:** Department of Finance  
125 South Clark Street, 14<sup>th</sup> Floor  
Dion Smith, Manager of Financial Policy

**TERM:** The term of this agreement shall commence on January 26, 2012 and shall end on June 30, 2014.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:** Consultant will: (1) analyze and model the fiscal impact on the Board and the Chicago Teachers Pension Fund of pension reform legislation being considered by the Illinois General Assembly; (2) analyze and model alternative pension reform proposals and assist Board staff in the development of such proposals; and (3) provide support for education and outreach to stakeholders that will accompany (1) and (2) above.

**DELIVERABLES:** Consultant will: (1) perform actuarial analysis of pension reform legislation and proposed reform legislation; (2) assist Board staff in developing alternative pension reform proposals and scenarios; and (3) assist in meetings with Board staff and stakeholders as well as participate in public meetings as requested.

**OUTCOMES:** Consultant's actuarial analyses will assist Board staff in exploring options to address long term pension liabilities.

**COMPENSATION:** Consultant shall be paid as follows: hourly rates between \$115.00 and \$418.50; total not to exceed the sum of ~~\$300,000.00~~ \$475,000.00 over the term of the agreement.

**REIMBURSABLE EXPENSES:** None

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

**AFFIRMATIVE ACTION:** The M/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a partial waiver of the WBE goal required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due to the scope of services being not further divisible.

The Vendor has identified the following participation

**Total MBE – 25%**

Pugh, Jones & Johnson, P.C.  
180 North LaSalle Street, Suite 3400  
Chicago, IL 60601  
Attn: Stephen Pugh

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

**FINANCIAL:** Charge to Finance: ~~\$300,000~~ \$475,000

12310 115 54125 252503 2012 \$50,000  
12310 115 54125 252503 2013 \$250,000  
12310 115 252503 000000 2014 \$175,000

**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).

**13-0724-PR13**

**APPROVE ENTERING INTO AGREEMENTS WITH CDW GOVERNMENT, LLC AND SADA SYSTEMS, INC FOR THE PURCHASE OF CHROMEBOOK COMPUTING DEVICES**

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

Approve entering into agreements with CDW Government, LLC and SADA Systems, Inc for the purchase of chromebook computing devices and associated services for all schools, including charter schools, network offices, and departments, at a total cost not to exceed \$9,000,000.00. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for this purchase are currently being negotiated. No goods may be ordered or received and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

Specification Number : 13-250026

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-3295

**VENDOR:**

- 1) Vendor # 63673  
CDW GOVERNMENT, LLC  
300 NORTH MILWAUKEE AVE.  
VERNON HILLS, IL 60061  
Brad Huffman  
877 489-8641
- 2) Vendor # 96865  
SADA SYSTEMS, INC  
5250 LANKERSHIM BLVD. STE 620  
NORTH HOLLYWOOD, CA 91601  
Joe Kosco  
818 942-1094

**USER INFORMATION :**

Project  
Manager: 12510 - Information & Technology Services  
  
125 South Clark Street - 3rd Floor  
  
Chicago, IL 60603  
  
Foster, Mr. Belvie J  
  
773-553-1347

**TERM:**

The term of each agreement shall commence on the date the agreement is signed and shall end on July 31, 2014. Each agreement shall have five (5) options to renew for periods of one (1) year each.

**EARLY TERMINATION RIGHT:**

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

**DESCRIPTION OF PURCHASE:**

Goods: Chromebook computers with associated installation, asset tagging, auto enrollment, warranty, and user license services.  
Unit Price: \$260-\$350 per unit.  
Total Cost Not to Exceed: \$9,000,000.00

**OUTCOMES:**

These agreements will allow all schools, charter schools, network offices, and Central Office departments to purchase Chromebook computers and associated services, including installation, configuration, extended warranty, professional development, and maintenance services. The contracts will provide an affordable low cost alternative for schools to acquire compliant devices suitable for testing.

**COMPENSATION:**

Vendors shall be paid in accordance with the unit prices contained in their respective agreement; total not to exceed the sum of \$9,000,000.00 in the aggregate for all vendors.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

The MBE/WBE goals for this agreement are 15% total MBE and 5% total WBE. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to various schools, network offices and departments (not to exceed): \$9,000,000.00  
Fiscal Years: 2014-2015  
Source of Funds: Various

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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



13-0724-PR14

**AMEND BOARD REPORT 12-0125-PR4**  
**APPROVE AGREEMENT WITH OFFICE DEPOT FOR THE PURCHASE OF OFFICE SUPPLIES AND PERIPHERALS**

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

Approve agreement with Office Depot for the purchase of Office Supplies and Peripherals for all Schools, Departments and Network Offices at a total cost not to exceed ~~\$15,000,000.00~~ \$20,500,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. No goods may be ordered or received and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This July 2013 amendment is necessary to increase to the compensation amount by \$4,500,000.00 due to the increased demand of purchases made by the schools. This increase will allow the schools to continue make their purchases without interruption throughout the term of this Contract. A written amendment to the Contract is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number: 11-250028  
 Contract Administrator: Mayfield, Mr. Charles Edward / 773-553-2280

**VENDOR:**

- 1) Vendor # 14360  
 OFFICE DEPOT  
 515 KEHOE BLVD.  
 CAROL STREAM, IL 60188  
 Bob Peluso  
 800 651-4624

**USER INFORMATION :**

Project 12210 - Procurement and Contracts Office  
 Manager: 125 South Clark Street 10th Floor  
 Chicago, IL 60603  
 Mayfield, Mr. Charles Edward  
 773-553-2280

**TERM:**

The term of this agreement shall commence on the date the agreement is signed and shall end 24 months thereafter. This agreement shall have no options to renew.

**EARLY TERMINATION RIGHT:**

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

**DESCRIPTION OF PURCHASE:**

Goods: Office Supplies and Peripherals in the following categories: Category 1 - Office Supplies - Copy Paper and Category 2 (A and B) - Office Supplies Paper Products, Writing Instruments, Inkjets, Toners, Peripherals and Miscellaneous items (Core and Non-Core Items).

Quantity: Unlimited

Unit Price: Various

Total Cost Not to Exceed: ~~\$15,000,000.00~~ \$20,500,000.00

**OUTCOMES:**

This purchase will result in better products and pricing for the district.

**COMPENSATION:**

Vendor shall be paid in accordance with the unit prices contained in the agreement; total compensation not to exceed the sum of ~~\$15,000,000.00~~ \$20,500,000.00.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), this Contract is in full compliance with the participation goals of 30% total MBE and 7% WBE. Office Depot, Inc. has identified the following firms as indirect participants:

**Total MBE - 30%**

South Coast Paper  
2300 Windy Ridge Parkway  
Atlanta, GA 30339

**Total WBE - 7%**

Pointe Writing Company  
234 Oakwood Road  
Lake Zurich, IL 60047

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to: All Units

Fiscal Year 2012 - 2014

Budget Classification: 53305 - Instructional Supplies; 53405 - Supplies; 55005 - Equipment; 55010 - Furniture

Source of funds: Various

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**13-0724-PR15**

**APPROVE ENTERING INTO AGREEMENTS WITH CDW GOVERNMENT, LLC, OFFICE DEPOT, AND TROXELL COMMUNICATIONS, INC. FOR THE PURCHASE OF AUDIO VISUAL EQUIPMENT**

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

Approve entering into agreements with CDW Government, LLC, Office Depot, and Troxell Communications, Inc. for the purchase of Audio Visual Equipment for all schools, departments, and network offices at a total cost not to exceed \$2,000,000.00. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for this purchase are available for signature. No goods may be ordered or received and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 13-250000

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-3295

**VENDOR:**

- 1) Vendor # 63673  
CDW GOVERNMENT, LLC  
300 NORTH MILWAUKEE AVE.  
VERNON HILLS, IL 60061  
Brad Huffman  
877 489-8641

Category #4: Portable Audio Systems And  
Echo Canceling Speaker Mics

- 2) Vendor # 14360  
OFFICE DEPOT  
515 KEHOE BLVD.  
CAROL STREAM, IL 60188  
Bob Peluso  
800 651-4624

Category #2: Lcd-Led Monitors/Displays And  
Installation Services

- 3) Vendor # 22041  
TROXELL COMMUNICATIONS, INC.  
4830 S 38TH STREET  
PHOENIX, AZ 85040  
Kevin LeBlanc  
800 578-8858

Category #1 And #3: Document Cameras,  
Digital Cameras, Web Cameras, And Video  
Cameras, Dvd Players And Blu-Ray Players

**USER INFORMATION:**

Contact: 12210 - Procurement and Contracts Office  
125 South Clark Street 10th Floor  
Chicago, IL 60603  
Sinnema, Mr. Ethan Cedric  
773-553-3295

**TERM:**

The term of each agreement shall commence on August 1, 2013 and shall end on July 31, 2014. Each agreement shall have two (2) options to renew for periods of one (1) year each.

**EARLY TERMINATION RIGHT:**

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

**DESCRIPTION OF PURCHASE:**

Vendors will provide various audio visual equipment, including, but not limited to, document cameras, digital cameras, web cameras, video cameras, LCD-LED monitors/displays, dvd players, blu-ray players, portable audio systems, and echo canceling speaker mics. Schools, network offices, and central office departments may purchase equipment at their option via requisitions to Procurement, who will then assign a purchase order to the vendors. The category awarded to each vendor is identified above. Other audio visual equipment that is not listed above and considered "non-core" may be provided at a discount percentage from the retail catalog price, as specified in the bid responses.

**OUTCOMES:**

These purchases will provide the Board with audio visual equipment at low pricing under strategic sourcing contracts.

**COMPENSATION:**

Vendors shall be paid in accordance with the unit prices contained in their respective agreement; total not to exceed the sum of \$2,000,000.00 in aggregate for all vendors.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

The MBE/WBE goals for this agreement are 15% total MBE and 5% total WBE. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to various departments, network offices, and schools (not to exceed): \$2,000,000.00

Fiscal Year: 2014-2015

Source of Funds: Various

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**13-0724-PR16**

**APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH CHICAGO TRANSIT AUTHORITY (CTA) FOR THE PURCHASE OF REDUCED FARE CARDS (VENTRA CARD SYSTEM) AND LIMITED USE TICKETS**

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

Approve entering into an intergovernmental agreement (IGA) with Chicago Transit Authority ("CTA") for the purchase of CTA reduced fare cards for new Ventra card system and limited use tickets for all CPS departments and schools at a total cost not to exceed \$38,250,000. A written agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

**VENDOR:**

- 1) Vendor # 11976  
CHICAGO TRANSIT AUTHORITY  
567 WEST LAKE STREET  
CHICAGO, IL 60661-1498  
Mike Thiry  
312 681-3539

**USER INFORMATION :**

**Contact:**

11870 - Student Transportation  
  
125 South Clark Street 16th Floor  
  
Chicago, IL 60603  
  
Osland, Mr. Paul G.  
  
773-553-2860

**TERM:**

The term of the agreement shall commence on August 1, 2013 and continue through July 31, 2018 with the Board having the option to renew the agreement for five additional one-year periods.

**EARLY TERMINATION RIGHT:**

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

**DESCRIPTION OF PURCHASE:**

Goods: Reduced fare student transit cards and limited use transit cards.

Quantity: Varies as dictated by the number of homeless claims at the school level, number of students in Freshman Connection, and also usage by other CPS departments and schools.

Total Cost Not to Exceed: \$38,250,000.00

**OUTCOMES:**

This agreement will result in the District's ability to support existing programs including but not limited to Students in Temporary Living Situations, Freshman Connection, Diverse Learners, No Child Left Behind, and Options for Knowledge.

**COMPENSATION:**

Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$38,250,000.00.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement with the CTA is exempt from MBE/WBE review.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund: 115 and/or 324

Various Departments and Schools

FY 14: \$6,300,000

FY 15: \$7,200,000

FY 16: \$7,600,000

FY 17: \$8,000,000

FY 18: \$8,400,000

FY 19: \$ 750,000

Future year funding is contingent upon budget appropriation and approval.

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**13-0724-PR17**

**APPROVE ENTERING INTO AGREEMENTS WITH MANPOWERGROUP, US INC., MIRAGE SOFTWARE, INC., DBA BOURNTEC SOLUTIONS, VIVA USA, INC., CGN AND ASSOCIATES, INC., DBA BLACKWELL GLOBAL CONSULTING, LLC, APFS, LLC DBA ADDISON SEARCH, LLC FOR TEMPORARY STAFFING SERVICES**

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

Approve entering into agreements with: 1) Man Power Group, US Inc., 2) Mirage Software, Inc., DBA Bourntec Solutions 3) Viva USA, Inc., 4) CGN & Associates, Inc DBA Blackwell Global Consulting, LLC and 5) APFS, LLC DBA Addison Search, LLC to provide temporary staffing solutions to all CPS

departments at a total cost not to exceed \$3,600,000.00 based upon estimated amount spend Fiscal Year 2012. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 13-250037

Contract Administrator : Seanior, Miss Pamela Dorcas / 773-553-2280

**USER INFORMATION :**

Contact:

11010 - Office of Human Capital

125 S Clark St - 2nd Floor

Chicago, IL 60603

Hassel, Ms. Elizabeth K.

773-553-2682

**TERM:**

The term of each agreement shall commence on August 1, 2013 and shall end July 31, 2015. Each agreement shall have one (1) option to renew for periods of two (2) years, under same terms and conditions as original contract.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

From time-to-time the Chicago Public Schools is faced with unexpected administrative projects that need to be performed in order to comply with the School District's Administrative Operations. Therefore, the vendors that have been selected will provide Temporary Staffing Services during these times with a variety of skills necessary to fill temporary personnel deficits for short and long term assignments. The vendors will provide, on an as needed basis, to various departments, qualified individuals to perform a variety of Administrative and Clerical, Legal, Accounting, Technology, and Procurement Services.

**DELIVERABLES:**

The vendors will provide, on an as needed basis, to various departments, qualified individuals to perform a variety of Administrative and Clerical, Legal, Accounting, Technology, and Procurement Services.

**OUTCOMES:**

Vendors' services will result in eliminating the need for all areas of the organization to do their own one off contracting for services. Search firms falling under Talent provides oversight and expense management/records in one place.

**COMPENSATION:**

Vendors shall be paid in accordance with the unit prices contained in their respective agreement; total not to exceed the sum of \$3,600,000.00 in aggregate for all Vendors.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief Talent 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, the Per Contract method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews based on aggregated compliance on a monthly basis and will adhere to the required goals of 25% MBE and 5% WBE participation.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to various schools and departments.

FY2014 - \$1,800,000.00

FY2015 - \$1,800,000.00

Budget Classification - 54125 Professional Services  
Source of funds - Various

CFDA#: Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

- |    |  |   |
|----|--|---|
| 1) | Vendor # 96734<br><br>MANPOWERGROUP US, INC<br><br>100 MANPOWER PLACE<br><br>MILWAUKEE, WI 53212<br><br>Crystal Allen<br><br>414 961-1000  | 5)<br><br>Vendor # 98323<br><br>CGN & ASSOCIATES, INC DBA BLACKWELL<br>GLOBAL CONSULTING, LLC<br><br>30 N LASALLE, STE 4140<br><br>CHICAGO, IL 60602<br><br>Crystal Allen<br><br>312 873-5385 |
| 2) | Vendor # 61271<br><br>APFS, LLC DBA ADDISON SEARCH, LLC<br><br>125 S. WACKER DRIVE., 27TH FLR.<br><br>CHICAGO, IL 60606<br><br>Crystal Allen<br><br>312 424-0300                   |   |
| 3) | Vendor # 87711<br><br>MIRAGE SOFTWARE, INC DBA BOURNTEC<br>SOLUTIONS<br><br>1701 EAST WOODFIELD RD., STE #636<br><br>SCHAUMBURG, IL 60173<br><br>Crystal Allen<br><br>224 232-5090 |   |
| 4) | Vendor # 90597<br><br>VIVA USA, INC<br><br>3601 ALGONQUIN., STE 425<br><br>ROLLING MEADOWS, IL 60008<br><br>Crystal Allen<br><br>847 368-0860                                      |   |

13-0724-PR18

**APPROVE EXERCISING FIRST AND SECOND OPTIONS TO RENEW SUBSCRIBER AGREEMENT  
WITH LEXISNEXIS FOR COMPUTER ASSISTED LEGAL RESEARCH SERVICES**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Approve exercising first and second options to renew agreement with LexisNexis to provide computer assisted legal research services to the Law Department at a cost not to exceed \$118,000. A written renewal agreement is currently being negotiated. No payment shall be made to LexisNexis prior to the execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event the renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

**VENDOR:** LexisNexis  
Address: 9443 Springboro Pike  
Miamisburg, Ohio 45342  
Contact Person: Erin Grim  
Telephone: (937) 247-1535  
Vendor #: 37969

**USER:** Law Department  
125 S. Clark Street, 7<sup>th</sup> Floor  
James L. Bebley, General Counsel  
(773) 553-1700

**ORIGINAL AGREEMENT:** The original agreement (authorized by Board Report 10-0728-PR22) in the amount of \$200,133 is for a term commencing on August 1, 2010 and ending August 31, 2013, with the Board having 2 options to renew for one year terms. LexisNexis was selected on a non-competitive basis and approved by the Non-Competitive Procurement Review Committee.

**OPTION PERIOD:** The term of this agreement is being renewed for a period commencing September 1, 2013 and ending on August 31, 2015.

**OPTION PERIODS REMAINING:** There are no option periods remaining.

**SCOPE OF SERVICES:** LexisNexis shall continue to provide access to its computer assisted legal research service.

**DELIVERABLES:** In addition to its basic subscriber research services and access to all databases, LexisNexis shall continue to provide further software and updates regarding access to LexisNexis, as well as unlimited training and service to Board personnel at no additional charge.

**OUTCOMES:** Materials shall be used by attorneys, paralegals and investigative staff to research public records and other on-line research sources.

**COMPENSATION:** During this option period LexisNexis shall be paid as follows: \$59,000 for the first 12 month period and \$59,000 for the second 12 month period; total compensation not to exceed \$118,000; total for the option period not to exceed \$118,000.

**REIMBURSABLE EXPENSES:** None.

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

**AFFIRMATIVE ACTION:** Not applicable.

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

**FINANCIAL:** Charge to Law Department \$59,000 Fiscal Year: 2014  
Source of Funds: Law Department, General Fund, Legal Services, Professional and Technical Services Budget Classification: 10210-115-54125-231101-000000

Charge to Law Department \$59,000 Fiscal Year: 2015  
Source of Funds: Law Department, General Fund, Legal Services, Professional and Technical Services Budget Classification: 10210-115-54125-231101-000000

**GENERAL CONDITIONS:**

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



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

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

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

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

**13-0724-PR19**

**APPROVE EXERCISING FIRST AND SECOND OPTIONS TO RENEW SUBSCRIBER AGREEMENT  
WITH WEST PUBLISHING CORPORATION FOR COMPUTER ASSISTED LEGAL RESEARCH  
SERVICES**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Approve exercising first and second options to renew agreement with West to provide computer assisted legal research services to the Law Department at a cost for the option period not to exceed \$189,648. A written renewal agreement is currently being negotiated. No payment shall be made to West prior to the execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event the renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

**VENDOR:** West Publishing Corporation  
Address: 620 Opperman Drive  
Eagan, MN 55123  
Contact Person: Ellen Gillespie  
Telephone: (651) 687-5888  
Contact Person: Laura C. O'Bryan, Esq.  
Telephone: (312) 469-1733  
Vendor #: 85552

**USER:** Law Department  
125 S. Clark Street, 7<sup>th</sup> Floor  
James L. Bebley, General Counsel  
(773)553-1700

**ORIGINAL AGREEMENT:** The original agreement (authorized by Board Report 10-0728-PR24) in the amount of \$353,246.59 is for a term commencing on August 1, 2010 and ending on July 31, 2013 with the Board having 2 options to renew for one year terms. The authorizing Board Report provided for an end date of August 31, 2013 however the actual end date is July 31, 2013, West was selected on a non-competitive basis and approved by the Non-Competitive Procurement Review Committee.

**OPTION PERIOD:** The term of this agreement is being renewed for a period commencing on August 1, 2013 and ending on July 31, 2015.

**OPTION PERIODS REMAINING:** There are no option periods remaining.

**SCOPE OF SERVICES:** West shall continue to provide access to its Westlaw computer assisted legal research service.

**DELIVERABLES:** In addition to its basic subscriber research services and access to all databases, West shall continue to provide further software and updates regarding access to Westlaw, as well as unlimited training and service to Board personnel at no additional charge.

**OUTCOMES:** Materials shall be used by attorneys, paralegals, administrators and investigative staff to research federal and state law, statutes and other public records.

**COMPENSATION:** During this option period West shall be paid as follows: \$93,420 for the first 12 month period and \$96,228 for the second 12 month period total compensation not to exceed \$189,648.00.

**REIMBURSABLE EXPENSES:** None.

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

**AFFIRMATIVE ACTION:** Not applicable.

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

**FINANCIAL:** Charge to Law Department \$93,420 Fiscal Year: 2014  
Source of Funds: Law Department, General Fund, Legal Services, Professional and  
Technical Services Budget Classification: #10210-115-54125-231101-000000

Charge to Law Department \$96,228 Fiscal Year: 2015  
Source of Funds: Law Department, General Fund, Legal Services, Professional and  
Technical Services Budget Classification: #10210-115-54125-231101-000000

**GENERAL CONDITIONS:**

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

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

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

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

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

**13-0724-PR20**

**AMEND BOARD REPORT 12-1024-PR8**

**APPROVE EXERCISING THE FIRST OPTION TO RENEW WITH VARIOUS CONTRACTORS FOR  
JOB ORDER CONTRACTING (JOC) SERVICES FOR THE CAPITAL IMPROVEMENT PROGRAM**

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

Approve exercising the first option to renew the agreement with various contractors to provide job order contracting (JOC) services for the Capital Improvement Program to the Department of Facilities at a total aggregate cost for the option period not to exceed ~~\$30,000,000~~ \$50,000,000. Written documents exercising this option are currently being negotiated. No payment shall be made to any contractor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each contractor 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 2013 amendment is necessary to increase the not-to-exceed amount by \$20M to support Capital work. No written amendments to the agreements are required.

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

**USER INFORMATION :**

Contact: 11860 - Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603  
Taylor, Ms. Patricia L  
773-553-2960

Contact: 11860 - Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603  
Davis, Mr. Cory M.  
773-553-2960

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-1028-PR4) in the amount of \$50,000,000 are for a term commencing upon execution and ending on December 31, 2012, with the Board having two options to renew for a 1 year term. The Board Report was amended (authorized by Board Report 11-0525-PR1) to add three new contractors. 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 1 year commencing January 1, 2013 and ending December 31, 2013.

**OPTION PERIODS REMAINING:**

There is 1 option period for 1 year remaining.

**SCOPE OF SERVICES:**

Upon receipt of a Notice to proceed (which includes a Project Work Order), contractors shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as furnished by the Board, needed to complete the Project Work Order. The Contractors may be used to perform any work on Board's facilities but are primarily intended for renovation projects of the Board's Capital Improvement Program.

**DELIVERABLES:**

Contractors will provide labor, materials and other resources as required to execute Project Work Orders in accordance with the final scope of work documented on a Board provided form and approved by the Board within agreed-upon timeframes.

**OUTCOMES:**

Contractors' services will result in delivering accurately estimated and expertly executed construction projects.

**COMPENSATION:**

Contractors shall be paid as specified in their agreement; total compensation for all contractors in the aggregate total not to exceed the sum of ~~\$30,000,000~~ \$50,000,000, which sum is inclusive of any and all reimbursable expenses.

**REIMBURSABLE EXPENSES:**

Contractors shall be reimbursed for those expenses defined in the Construction Task Catalogue, which is contained in the Board furnished software to be used by Contractors to prepare and submit price proposals.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to section 4.1 of the Remedial Program for Minority and Women Business Enterprise Participation (M/WBE Program) in construction projects, the aspirational goal will be applied to this pool at 30% MBE and 10% WBE overall participation. Compliance of subsequent vendors from the pool created by this contract will be subjected to reviews on a contract- by- contract basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 230

Charge to the Department of Facilities: Various Capital Funds

Parent Unit Number: 11801 Fiscal Year: FY11-~~13~~ 14

Future year funding is contingent on budget appropriation and approval.

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

- |  |  |
|--|--|
| <p>1)</p> <p>Vendor # 95594<br/>CHICAGO COMMERCIAL CONTRACTORS,<br/>LLC<br/>11921 SMITH DRIVE.<br/>HUNTLEY, IL 60142<br/>Robert C. Miezio<br/>224 654-2122<br/>224-654-2105</p>                | <p>6)</p> <p>Vendor # 34010<br/>WIGHT &amp; COMPANY<br/>211 N. CLINTON<br/>CHICAGO, IL 60661<br/>Ken Osmun<br/>312 261-5700</p>                                |
| <p>2)</p> <p>Vendor # 76326<br/>F.H. PASCHEN, S.N. NIELSEN &amp;<br/>ASSOCIATES., LLC<br/>5515 N. EAST RIVER RD.<br/>CHICAGO, IL 60656<br/>Leo J. Wright<br/>773 444-3474<br/>773-714-0957</p> | <p>7)</p> <p>Vendor # 81957<br/>ALL-BRY CONSTRUCTION COMPANY<br/>145 TOWER DRIVE., UNIT 7<br/>BURR RIDGE, IL 60527<br/>Thomas W. Girouard<br/>630 655-9567</p> |
| <p>3)</p> <p>Vendor # 23996<br/>K.R. MILLER CONTRACTORS, INC.<br/>1624 COLONIAL PARKWAY<br/>INVERNESS, IL 60067<br/>Keith R. Miller<br/>847 358-6400<br/>847-358-6504</p>                      | <p>8)</p> <p>Vendor # 99843<br/>MCDONAGH DEMOLITION INC<br/>1269 WEST LE MOYNE<br/>CHICAGO, IL 60642<br/>Geraldine McDonagh<br/>773 276-7707</p>               |
| <p>4)</p> <p>Vendor # 11067<br/>OLD VETERAN CONSTRUCTION, INC<br/>10942 SOUTH HALSTED STREET<br/>CHICAGO, IL 60628<br/>Jose Maldonado<br/>773 821-9900<br/>773-821-9911</p>                    | <p>9)</p> <p>Vendor # 31792<br/>OCA CONSTRUCTION, INC<br/>8434 CORCORAN RD., #100<br/>WILLOW SPRINGS, IL 60480-1666<br/>Kelly Heneghan<br/>708 839-5605</p>    |
| <p>5)</p> <p>Vendor # 55082<br/>PAUL BORG CONSTRUCTION CO., INC<br/>2007 SOUTH MARSHALL BLVD.<br/>CHICAGO, IL 60623<br/>James Crnich</p>   |  |

**President Vitale indicated that if there were no objections, Board Reports 13-0724-PR1 through 13-0724-PR20, with the noted abstention, would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 13-0724-PR1 through 13-0724-PR20 adopted.**

#### **13-0724-OP1**

#### **RENEW LICENSE AGREEMENT WITH THE BOYS & GIRLS CLUB LOCATED AT 2950 W 25<sup>TH</sup> ST FOR SPRY SCHOOL**

Approve entering into a renewal license agreement with the Boys & Girls Club for the use of space at 2950 West 25<sup>th</sup> Street for Spry School. A written license agreement is currently being negotiated. The Board shall not take possession of the premises nor shall any license interest be created prior to the

execution of the written license agreement. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this license agreement is stated below.

**LICENSOR:** Boys & Girls Club of Chicago, an Illinois not-for-profit corporation  
2950 W. 25<sup>th</sup> St.  
Chicago, IL 60623  
Contact: Hermilo Hinojosa/ Phone: (773) 247-0700/ Email: hhinojosa@bgcc.org

**LICENSEE:** Board of Education of the City of Chicago

**PREMISES:** Portion of 2950 West 25<sup>th</sup> Street, Chicago, Illinois, consisting of 10 classrooms, gymnasium, swimming pool, locker rooms and 1 office.

**USE:** For use by students of Spry School, located at 2400 South Marshall Boulevard, Monday through Friday from 8:00 a.m. through 3:00 p.m.

**RENEWAL TERM:** The term shall commence August 1, 2013, and end June 30, 2016.

**ORIGINAL TERM:** The original term (authorized by Board Report 12-0725-OP3) was for a term commencing August 1, 2012, and ending June 30, 2013.

**EARLY TERMINATION:** The Board shall have the right to terminate upon 60 days notice.

**LICENSE FEE:** The Board shall pay an annual license fee of \$90,000, to be paid monthly (\$7,500/month).

**INSURANCE/INDEMNIFICATION:** The General Counsel is authorized to negotiate all insurance and indemnification provisions.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written license agreement. Authorize the President and Secretary to execute the license agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate the license agreement.

**AFFIRMATIVE ACTION:** Exempt.

**LSC REVIEW:** Not applicable.

**FINANCIAL:** The total amount to be paid by the Board for the 3 year term is \$270,000. FY14-FY16 funding is contingent upon budget appropriation and approval. Charge to: Real Estate

July 1, 2013-June 30, 2014	\$90,000	FY14
Budget Classification 11910.230.57705.254903.000000.2014		

July 1, 2014-June 30, 2015	\$90,000	FY15
Budget Classification 11910.230.57705.254903.000000.2015		

July 1, 2015-June 30, 2016	\$90,000	FY16
Budget Classification 11910.230.57705.254903.000000.2016		

**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).

13-0724-OP2

**APPROVE NEW LEASE AGREEMENT WITH KIPP CHICAGO CHARTER SCHOOLS – KIPP BLOOM  
FOR A PORTION OF HOPE COLLEGE PREPARATORY HIGH SCHOOL,  
LOCATED AT 5515 SOUTH LOWE AVENUE**

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

Approve entering into a new lease agreement with **KIPP Chicago Charter Schools – KIPP Bloom** for a portion of the **Hope College Preparatory High School, located at 5515 South Lowe Avenue** Chicago, Illinois for use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report.

**TENANT:** KIPP Chicago Charter Schools – KIPP Bloom  
1945 South Halsted Street  
Chicago, Illinois 60608  
Contact: Nicole Boardman / (312) 733-8108

**LANDLORD:** Board of Education of the City of Chicago

**PREMISES:** Tenant shall use a portion of the Hope College Preparatory High School building, located at 5515 South Lowe Avenue, as set forth in the lease agreement. Tenant shall share the Premises with Hope College Preparatory.

**USE:** Tenant shall use the Premises to operate a charter school (KIPP Chicago Charter Schools – KIPP Bloom) and related educational and community programs and for no other purpose. Tenant's current Charter School Agreement was authorized by the Board on May 22, 2013 (authorized by Board Report 13-0522-EX104).

**TERM:** The term of the lease shall be 4 years, commencing on August 1, 2013, and ending on June 30, 2017. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

**RENT:** One dollar (\$1.00) per year.

**OPERATING AND UTILITIES EXPENSES:** Tenant shall procure all operating services from Landlord. Landlord shall provide all operating services at Landlord's then-current rate (which is subject to increase). Tenant shall pay its proportionate share of all operating and utilities expenses because Tenant shares the Premises with Hope College Preparatory. Landlord shall deduct such operating and utilities expenses from Tenant's general education quarterly payments.

**MAINTENANCE, REPAIRS AND CAPITAL IMPROVEMENTS:** Tenant shall be responsible for all maintenance, repairs and capital improvements to the Premises.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease agreement.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** Rent payable to the General Fund.

**GENERAL CONDITIONS:**

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

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

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

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

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

**Board Member Dr. Hines abstained on Board Report 13-0724-OP2.**

13-0724-OP3

**APPROVE NEW LEASE AGREEMENT WITH KWAME NKRUMAH ACADEMY CHARTER  
FOR PORTION OF GRESHAM ELEMENTARY, LOCATED AT 8524 SOUTH GREEN STREET**

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

Approve entering into a new lease agreement with **Kwame Nkrumah Academy Charter** for a portion of the **Gresham Elementary School, located at 8524 South Green Street**, Chicago, Illinois for use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report.

**TENANT:** Kwame Nkrumah Academy Charter  
901 East 95<sup>th</sup> Street  
Chicago, Illinois 60619  
Contact: Dr. Iva Carruthers / (773) 966-1600

**LANDLORD:** Board of Education of the City of Chicago

**PREMISES:** Tenant shall use a portion of the Gresham Elementary building, located at 8524 South Green Street, as set forth in the lease agreement. Tenant shall share the Premises with Gresham Elementary.

**USE:** Tenant shall use the Premises to operate a charter school (Kwame Nkrumah Academy Charter) and related educational and community programs and for no other purpose. Tenant's current Charter School Agreement was authorized by the Board on May 22, 2013 (authorized by Board Report 13-0522-EX101).

**TERM:** The term of the lease shall be 3 years, commencing on August 1, 2013, and ending on June 30, 2016. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

**RENT:** One dollar (\$1.00) per year.

**OPERATING AND UTILITIES EXPENSES:** Tenant shall procure all operating services from Landlord. Landlord shall provide all operating services at Landlord's then-current rate (which is subject to increase). Tenant shall pay its proportionate share of all operating and utilities expenses because Tenant shares the Premises with Gresham Elementary. Landlord shall deduct such operating and utilities expenses from Tenant's general education quarterly payments.

**MAINTENANCE, REPAIRS AND CAPITAL IMPROVEMENTS:** Tenant shall be responsible for all maintenance, repairs and capital improvements to the Premises.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease agreement.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** Rent payable to the General Fund.

**GENERAL CONDITIONS:**

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

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

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

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

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

13-0724-OP4

**APPROVE NEW LEASE AGREEMENT WITH MONTESSORI SCHOOL OF ENGLEWOOD CHARTER  
FOR A PORTION OF O'TOOLE ELEMENTARY, LOCATED AT 6550 SOUTH SEELEY AVENUE**

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

Approve entering into a new lease agreement with **Montessori School of Englewood Charter** for a portion of the **O'Toole Elementary School, located at 6550 South Seeley Avenue**, Chicago, Illinois for use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report.

**TENANT:** Montessori School of Englewood Charter  
6550 South Seeley Avenue  
Chicago, Illinois 60636  
Contact: Rita Nolan / (773) 808-1921

**LANDLORD:** Board of Education of the City of Chicago

**PREMISES:** Tenant shall use a portion of the O'Toole Elementary building, located at 6550 South Seeley Avenue as set forth in the lease agreement. Tenant shall share the Premises with O'Toole Elementary.

**USE:** Tenant shall use the Premises to operate a charter school (Montessori School of Englewood Charter) and related educational and community programs and for no other purpose. Tenant's current Charter School Agreement was authorized by the Board on May 22, 2013 (authorized by Board Report 13-0522-EX102).

**TERM:** The term of the lease shall be 4 years, commencing on August 1, 2013, and ending on June 30, 2017. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

**RENT:** One dollar (\$1.00) per year.

**OPERATING AND UTILITIES EXPENSES:** Tenant shall procure all operating services from Landlord. Landlord shall provide all operating services at Landlord's then-current rate (which is subject to increase). Tenant shall pay its proportionate share of all operating and utilities expenses because Tenant shares the Premises with O'Toole Elementary. Landlord shall deduct such operating and utilities expenses from Tenant's general education quarterly payments.

**MAINTENANCE, REPAIRS AND CAPITAL IMPROVEMENTS:** Tenant shall be responsible for all maintenance, repairs and capital improvements to the Premises.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease agreement.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** Rent payable to the General Fund.

**GENERAL CONDITIONS:**

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

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

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

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

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



13-0724-OP5

**APPROVE NEW LEASE AGREEMENT WITH NOBLE NETWORK OF CHARTER SCHOOLS  
FOR PORTION OF BOWEN HIGH SCHOOL, LOCATED AT 2710 EAST 89<sup>TH</sup> STREET**

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

Approve entering into a new lease agreement with **Noble Network of Charter Schools** for a portion of the **Bowen High School, located at 2710 East 89<sup>th</sup> Street**, Chicago, Illinois for use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report.

**TENANT:** Noble Network of Charter Schools  
1010 North Noble Street  
Chicago, Illinois 60642  
Contact: Michael Milkie / (773) 862-1449

**LANDLORD:** Board of Education of the City of Chicago

**PREMISES:** Tenant shall use a portion of the Bowen High School building, located at 2710 East 89<sup>th</sup> Street as set forth in the lease agreement. Tenant shall share the Premises with Bowen High School.

**USE:** Tenant shall use the Premises to operate a charter school (Noble Street Charter School – Orange Campus) and related educational and community programs and for no other purpose. Tenant's current Charter School Agreement was authorized by the Board on May 22, 2013 (authorized by Board Report 13-0522-EX103).

**TERM:** The term of the lease shall be 7 years, commencing on August 1, 2013, and ending on June 30, 2020. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

**RENT:** One dollar (\$1.00) per year.

**OPERATING AND UTILITIES EXPENSES:** Tenant shall procure all operating services from Landlord. Landlord shall provide all operating services at Landlord's then-current rate (which is subject to increase). Tenant shall pay its proportionate share of all operating and utilities expenses because Tenant shares the Premises with Bowen High School. Landlord shall deduct such operating and utilities expenses from Tenant's general education quarterly payments.

**MAINTENANCE, REPAIRS AND CAPITAL IMPROVEMENTS:** Tenant shall be responsible for all maintenance, repairs and capital improvements to the Premises.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease agreement.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** Rent payable to the General Fund.

**GENERAL CONDITIONS:**

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

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

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

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

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

13-0724-OP6

**APPROVE NEW LEASE AGREEMENT WITH NOBLE NETWORK OF CHARTER SCHOOLS  
FOR PORTION OF CORLISS HIGH SCHOOL, 821 EAST 103<sup>RD</sup> STREET**

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

Approve entering into a new lease agreement with **Noble Network of Charter Schools** for a portion of the **Corliss High School building, located at 821 East 103<sup>rd</sup> Street**, Chicago, Illinois for use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report.

**TENANT:** Noble Network of Charter Schools  
1010 North Noble Street  
Chicago, Illinois 60642  
Contact: Michael Milkie / (773) 862-1449

**LANDLORD:** Board of Education of the City of Chicago

**PREMISES:** Tenant shall use a portion of Corliss High School, located at 821 East 103<sup>rd</sup> Street, as set forth in the lease agreement. Tenant shall share the Premises with Corliss High School.

**USE:** Tenant shall use the Premises to operate a charter school (Noble Street Charter School – Crimson Campus) and related educational and community programs and for no other purpose. Tenant's current Charter School Agreement was authorized by the Board on May 22, 2013 (authorized by Board Report 13-0522-EX103).

**TERM:** The term of the lease shall be 7 years, commencing on August 1, 2013, and ending on June 30, 2020. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

**RENT:** One dollar (\$1.00) per year.

**OPERATING AND UTILITIES EXPENSES:** Tenant shall procure all operating services from Landlord. Landlord shall provide all operating services at Landlord's then-current rate (which is subject to increase). Tenant shall pay its proportionate share of all operating and utilities expenses because Tenant shares the Premises with Corliss High School. Landlord shall deduct such operating and utilities expenses from Tenant's general education quarterly payments.

**MAINTENANCE, REPAIRS AND CAPITAL IMPROVEMENTS:** Tenant shall be responsible for all maintenance, repairs and capital improvements to the Premises.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease agreement.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** Rent payable to the General Fund.

**GENERAL CONDITIONS:**

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

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

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

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

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

13-0724-OP7

**APPROVE NEW LEASE AGREEMENT WITH NOBLE NETWORK OF CHARTER SCHOOLS  
FOR PORTION OF REVERE SCHOOL BUILDING, LOCATED AT 1010 E 72<sup>ND</sup> STREET**

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

Approve entering into a new lease agreement with **Noble Network of Charter Schools** for a portion of the **Revere School building, located at 1010 East 72<sup>nd</sup> Street**, Chicago, Illinois for use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report.

**TENANT:** Noble Network of Charter Schools  
1010 North Noble Street  
Chicago, Illinois 60642  
Contact: Michael Milkie / (773) 862-1449

**LANDLORD:** Board of Education of the City of Chicago

**PREMISES:** Tenant shall use a portion of the Revere School building, located at 1010 East 72<sup>nd</sup> Street as set forth in the lease agreement. Tenant shall share the Premises with Revere School.

**USE:** Tenant shall use the Premises to operate a charter school (Noble Street Charter School – Gary Comer College Prep Campus) and related educational and community programs and for no other purpose. Tenant's current Charter School Agreement was authorized by the Board on May 22, 2013 (authorized by Board Report 13-0522-EX103).

**TERM:** The term of the lease shall be 7 years, commencing on August 1, 2013, and ending on June 30, 2020. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

**RENT:** One dollar (\$1.00) per year.

**OPERATING AND UTILITIES EXPENSES:** Tenant shall procure all operating services from Landlord. Landlord shall provide all operating services at Landlord's then-current rate (which is subject to increase). Tenant shall pay its proportionate share of all operating and utilities expenses because Tenant shares the Premises with Revere School. Landlord shall deduct such operating and utilities expenses from Tenant's general education quarterly payments.

**MAINTENANCE, REPAIRS AND CAPITAL IMPROVEMENTS:** Tenant shall be responsible for all maintenance, repairs and capital improvements to the Premises.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the lease agreement.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** Rent payable to the General Fund.

**GENERAL CONDITIONS:**

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

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

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

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

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

**President Vitale indicated that if there were no objections, Board Reports 13-0724-OP1 through 13-0724-OP7, with the noted abstention, would be adopted by the last favorable roll call vote, all members present voting therefore.**

President Vitale thereupon declared Board Reports 13-0724-OP1 through 13-0724-OP7 adopted.

# 13-0724-EX6

## PRINCIPAL CONTRACTS (A)

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

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

**DESCRIPTION:** Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

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

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Durrell Anderson	Assistant Principal Harlan HS	Contract Principal Richards HS Network: Southwest Side HS P.N.: 480871 Commencing: July 1, 2013 Ending: June 30, 2017
Judith Gibbs	Interim Principal Avalon Park	Contract Principal Avalon Park Network: Skyway P.N.: 117340 Commencing: July 1, 2013 Ending: June 30, 2017
Diego Giraldo	External Candidate	Contract Principal Inter-American Network: Ravenswood-Ridge P.N.: 117547 Commencing: July 1, 2013 Ending: June 30, 2017
Simone Griffin	Interim Principal Cook	Contract Principal Cook Network: Englewood-Gresham P.N.: 120497 Commencing: July 1, 2013 Ending: June 30, 2017
Julious Lawson	Contract Principal Von Humboldt	Contract Principal Pullman Network: Lake Calumet Elementary P.N.: 116247 Commencing: July 1, 2013 Ending: June 30, 2017
Hiliana Leon	Assistant Principal Albany Park	Contract Principal Albany Park Network: O'Hare P.N.: 120873 Commencing: July 1, 2013 Ending: June 30, 2017
Kimberly Nelson	Assistant Principal Gallistel	Contract Principal Gallistel Network: Lake Calumet Elementary P.N.: 117675 Commencing: July 1, 2013 Ending: June 30, 2013
Nancy Wiley	Acting Assistant Principal Hubbard HS	Contract Principal Hubbard HS Network: Southwest Side HS P.N.: 118495 Commencing: July 1, 2013 Ending: June 30, 2017

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

**AFFIRMATIVE ACTION STATUS:** None

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

**PERSONNEL IMPLICATIONS:** The positions to be affected by approval of this action are contained in the 2013-2014 school budgets.

13-0724-EX7

**PRINCIPAL CONTRACTS (B)**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

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

**DESCRIPTION:** Recognize the selection by the local school council of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contract and terminates on the date specified in the contract.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Donella Carter	Contract Principal Gregory	Contract Principal Gregory Network: Garfield-Humboldt Elementary P.N.: 117534 Commencing: July 1, 2013 Ending: June 30, 2017
Lourdes Jimenez	Contract Principal Salazar	Contract Principal Salazar Network: Fullerton P.N.: 121727 Commencing: July 1, 2013 Ending: June 30, 2017
Richard Morgan	Contract Principal Brownell	Contract Principal Brownell Network: Skyway P.N.: 122994 Commencing: December 2, 2013 Ending: December 1, 2017
Christine Munns	Contract Principal Sauganash	Contract Principal Sauganash Network: O'Hare P.N.: 111694 Commencing: September 1, 2013 Ending: August 31, 2017
Graciano Ortega	Contract Principal J. Locke	Contract Principal J. Locke Network: Fullerton Elementary P.N.: 118996 Commencing: December 13, 2013 Ending: December 12, 2017

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

**AFFIRMATIVE ACTION STATUS:** None.

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

**PERSONNEL IMPLICATIONS:** The positions to be affected by approval of this action are contained in the 2013-2014 school budgets.

13-0724-AR1

REPORT ON BOARD REPORT RESCISSIONS

## THE GENERAL COUNSEL REPORTS THE FOLLOWING:

**I. Extend the rescission dates contained in the following Board Reports to September 25, 2013 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:**

1. 11-0928-OP2: Reaffirm Board Report 11-0727-OP1: Approve Entering into a Reciprocal Shared Use Agreement and Temporary Construction License Agreement with the Chicago Park District and to Consent to the Amendment of Planned Development #808 in Connection with the Construction and Use of Athletic Facilities at North Grand High School and Greenbaum Park.

User Group: Real Estate

Services: License Agreement

Status: In negotiations

2. 11-0928-PR13: Approve Entering into an Agreement with Bluecross Blueshield of Illinois For HMO Health Care Administration Services.

User Group: Office of Human Capital

Services: HMO Health Care Administration Services

Status: In negotiations

3. 11-0928-PR14: Approve Entering into an Agreement with United Healthcare Services, Inc. to Provide HMO (Exclusive Provider Organization) Administrative Services.

User Group: Office of Human Capital

Services: HMO Health Care Administration Services

Status: In negotiations

4. 12-0328-EX11: Approve the Renewal of the Charter School Agreement with Chicago Charter School Foundation.

User Group: Portfolio Office

Services: Charter School

Status: In negotiations

5. 12-0328-EX12: Approve the Renewal of the Charter School Agreement with Perspectives Charter School.

User Group: Portfolio Office

Services: Charter School

Status: In negotiations

6. 12-0425-OP5: Approve Renewal of Lease Agreement with Perspectives Charter School for Calumet School, Located at 8131 S. May.

User Group: Real Estate

Services: Lease Agreement

Status: In negotiations

7. 12-0425-OP6: Approve Renewal of Lease Agreement with Perspectives Charter School for Raymond School, Located at 3663 S. Wabash Ave.

User Group: Real Estate

Services: Lease Agreement

Status: In negotiations

8. 12-0822-PR6: Amend Board Report 12-0725-PR8: Approve Entering into Agreements with Various Vendors for Interventions, Enrichment and Supplemental Academic Services.

User Group: Educational Tools and Technology

Services: Supplemental Academic Services

Status: 6:13 have been executed; remainder are in negotiations

9. 12-0822-PR18: Approve Entering into an Agreement with AAA Rental System for Rental Support of Equipment and Supplies.

User Group: Procurement and Contracts Office

Services: Rental Equipment and Supplies

Status: In negotiations

10. 12-1024-PR14: Approve Entering into an Agreement with Sedgwick Claims Management Services, Inc. for Administrative Services for Short Term Disability (STD) Plan Services.

User Group: Office of Human Capital

Services: Administrative Services

Status: In negotiations

11. 12-1114-PR13: Approve Exercising the Second Option to Renew the Agreement With Health Care Service Corporation D/B/A Blue Cross Blue Shield of Illinois to Provide Preferred Provider Organization (PPO) Services.

User Group: Office of Human Capital

Services: Preferred Provider Organization Services

Status: In negotiations

12. 13-0123-EX3: Amend Board Report 12-0822-EX5: Amend Board Report 12-0725-EX4: Amend Board Report 12-0328-EX14: Approve the Renewal of the Charter School Agreement with Youth Connection Charter School.

User Group: Office of New Schools

Services: Charter School

Status: In negotiations

13. 13-0123-PR12: Ratify the Intergovernmental Agreement with Chicago Police Department for School Patrol Services.

User Group: Office of School Safety and Security

Services: School Patrol Services

Status: In negotiations

14. 13-0227-PR2: Approve Exercising the First Option to Renew the Agreement with Center for Community Arts Partnerships at Columbia College for Professional Development Services.

User Group: Arts Education

Services: Professional Development Services

Status: In negotiations

15. 13-0227-PR8: Approve Entering into Agreements with Food Testing Labs and GSG Consultants, Inc. for Material Testing Services.

User Group: Facility Operations & Maintenance

Services: Material Testing Services

Status: In negotiations

16. 13-0227-PR11: Approve Exercising the First Option to Renew the Agreements with Various Vendors to Provide Field Services for Special Projects

User Group: Information & Technology Services

Services: Field Services for Special Projects

Status: In negotiations

17. 13-0424-PR9: Approve Exercising the Final Option to Renew the Agreement with Various Vendors to Provide Professional Custodial Management Services.

User Group: Facility Operations & Maintenance

Services: Professional Custodial Management Services

Status: In negotiations

18. 13-0424-PR10: Approve Entering into an Agreement with Various Contractors for Roofing Consulting Services.

User Group: Facility Operations & Maintenance

Services: Roofing Consulting Services

Status: In negotiations

19. 13-0424-PR12: Approve Entering into an Agreement with Heartland Payment Systems, Inc. for Meal Management Point of Services (POS) System Services.

User Group: Nutrition Support Services

Services: Mean Management Point of Services

Status: In negotiations

**II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:**

None.

**President Vitale thereupon declared Board Reports 13-0724-EX6 and 13-0724-EX7, and 13-0724-AR1 accepted.**

**OMNIBUS**

**At the Regular Board Meeting held on July 24, 2013 the foregoing motions, reports and other actions set forth from number 13-0724-MO1 through 13-0724-MO6 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.**

**President Vitale abstained on Board Report 13-0724-ED1.**

**Board Member Dr. Bienen abstained on Board Report 13-0724-PR5.**

**Board Member Dr. Hines abstained on Board Report 13-0724-OP2.**

**ADJOURNMENT**

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

**President Vitale thereupon declared the Board Meeting adjourned.**

**I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Rescheduled Regular Board Meeting held on July 24, 2013 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.**

**Estela G. Beltran  
Secretary**



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