

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

Regular Meeting-Wednesday, June 24, 2020 10:30 A.M. (Live stream via Zoom at cpsboe.org)

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Miguel del Valle President Estela G. Beltran Secretary

ATTEST:

Estile A. Beltran

Secretary of the Board of Education of the City of Chicago

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

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

ABSENT: None

ALSO PRESENT: Dr. Janice Jackson, Chief Executive Officer, Mr. Joseph Moriarty, General Counsel (present in the Board Room), Ms. LaTanya McDade, Chief Education Officer, Mr. Arnie Rivera, Chief Operating Officer, and Tia Hawthorne, Honorary Student Board Member.

**ABSENT:** None

\*NOTE: The meeting was held electronically via Zoom.

President del Valle provided the following remarks:

It's been quite the journey, but we've reached the end of the school year. I congratulate the graduating seniors and 8th graders on their graduation. I also want to congratulate the entire CPS student body on making it through a very challenging school year. Our parents, students, teachers, and the entire CPS family and community partners all pulled together to get us to the finish line, and I want to commend you all for your resilience, your dedication and your dedication during this challenging time.

President del Valle provided the order of the meeting.

Today we have someone special joining us. Tia Hawthorne is our new 2020 – 2021 Honorary Student Board Member. Tia, Welcome! We are very pleased to have you with us today, and welcome the student perspective you will bring to the board. Would you please tell us a little about yourself and what made you apply for the Honorary Student Board Member position?

Tia Hawthorne provided Remarks.

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

President del Valle thereupon opened the floor to CEO Remarks segment of the Board Meeting. Dr. Janice Jackson, Chief Executive Officer, welcomed Tia Hawthorne as the new 2020-2021 Honorary Student Board Member; provided updates on CPS' response to COVID-19 and school closures; announced the framework for the reopening of schools to be shared with the public as a draft tentative plan; encouraged all parents and stakeholders to complete surveys; provided remarks on the \$18M investment in new programming in schools; informed that the updated version of the Annual Regional Analysis (ARA) is now online; congratulated the 2020 CPS graduates on how they were able to be celebrated in an unprecedented time; provided remarks on how the Office of Teaching and Learning was able to develop a toolkit to allow conversations for civil unrest; and provided updates on the district's position on School Resource Officers (SRO's).

President del Valle thereupon opened the floor to Committee Updates segment of the Board Meeting. No committee updates were provided.

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

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

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

President del Valle thereupon opened the floor to Presentations. Ms. LaTanya McDade, Chief Education Officer, provided a presentation on COVID-19 Education Updates. Mr. Arnie Rivera, Chief Operating Officer, provided a presentation on COVID-19 Operations Updates. Ms. Jadine Chou, Chief Safety & Security Officer, provided a presentation on School Resource Officers (SRO's).

President del Valle thereupon opened the floor to Board Member Meléndez who provided a statement on the IGA with the Department of Family Supports and Services [Board Report 20-0624-EX5].

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

The Secretary presented the following Statement for the Public Record:

Mr. President, I will begin with items on the public agenda, read the board report numbers and brief titles. I would like to note for the record that a separate vote will be taken on [EX2 -Approve Entering Into an Army JROTC Program Agreement with the U.S. Department of the Army for William J. Bogan Technical High School]; and [EX3 - Approve Entering Into an Army JROTC Program Agreement with the U.S. Department of the Army for Dr. Martin Luther King Jr. College Preparatory High School].

We will then proceed with the Motions [MO1 - Motion to Terminate the Intergovernmental Agreement with the City of Chicago Authorized by Board Report Number 19-0828-EX4] and if adopted we will proceed with [MO2 - Motion to Require that the CEO and District Leaders in Consultation with School Communities Identify and Recommend Alternatives to the School Resource Officer Program to Ensure Safe and Supportive School Environments].

These separate votes and motions for consideration will be taken after the last delegable Board Report on the Agenda, which is AR1.

I will begin with a Resolution that does not require a vote.

# 20-0624-RS4

#### RESOLUTION RE: NATIONAL BOARD CERTIFICATION RECOGNITION CLASS OF 2019 AND 2019 RENEWED NATIONAL BOARD CERTIFIED TEACHERS

WHEREAS, the National Board for Professional Teaching Standards, organized in 1987, is comprised of teachers, school policy makers, union leaders, teacher educators and other scholars and legislators whose goal is to maintain high and rigorous standards for accomplished teachers; and

WHEREAS, the National Board for Professional Teaching Standards has developed and operates a national voluntary system to assess and certify teachers who meet these standards, and to recognize teachers who demonstrate the highest levels of competency; and

WHEREAS, teachers who voluntarily submit to and successfully complete the rigorous multi-year National Board Certification process, earn the Illinois NBPTS Endorsement, a nationally recognized credential, symbolizing that the teacher has exceeded standard expectations; and

WHEREAS, National Board Certified Teachers have gone through a rigorous process to renew their credential after 10 years of service as a teacher, counselor, librarian, or administrator; and

WHEREAS, in partnership with the *Nurturing Teacher Leadership* program of the Chicago Teachers Union that has provided candidate support, NBC program management, mentoring, cohort facilitation, and professional development for CPS teachers, counselors, and librarians seeking National Board Certification; and

WHEREAS, a total of forty-nine Chicago Public Schools teachers, counselors, and librarians have earned this certificate in December of 2019; and a total of one hundred and four National Board Certified Teachers have renewed this certificate in November of 2019, exemplifying the goals and standards that this Board of Education encourages all teachers, counselors, and librarians to emulate; WHEREAS, the forty-nine National Board Certified Teachers - Class of 2019 are:

Faith Bejar Margi Bhansali Aaron Bingea Ryan Blumberg Patrick Brady Traci Brazel NaTia Brownlee Kyle Cobban Emmelin Crespi Anna Cruz Nada Cuvalo Emmanuel Del Bio	Deanna Digitale-Grider David Golden Derek Gould Lisa Tanseleh Gunawan Yezenia Guzman Jennifer Harris Mark Henninger Whitney Huber Kristin Johnson Matthew Lemoyne Martin Lenthe Dion Love	Chelsea Moorman Marikate Mulroe Venetia Murchison-Color Heather Murphy Binh Nguyen Joanna Nosal Santos Jennifer Plaskota	Kathleen Styzek Cynthia Thompson Joseph Tierhold Jacob Weatherred
Emmanuel Del Rio	Dion Love	Mira Preston	Nora Wengerski Yiwen Wu

WHEREAS, the one hundred and four Teachers who renewed their National Board Certification in 2019 are:

Sandra Agnew Bayyinah Ali Amanda Babb Joel Barr Bryant Biegaj Barbara Blackstone Sherly Bond Ann Brandon Rebecca Braun Evajaminia Brown Steven Bruehl Julianne Burke Melissa Bushonville Anne Calhoun Rosa Cantu Melissa Caref Lisa Cash Cristen Chapman Casey Chinsio Andrew Chipman Adrienne Cirrincione Catherine Clark Erica Clark Robin Clemmons Michelle Conlisk Rosanna Console

Scenecia Curtis Marta Datwlyer Brooke Day Theresa DeCicco Elizabeth Decker Paula Dell Shauna Edgar Felix Egharevba Yadira Espino Marilyn Falkenberg Francis Feeley Rosanna Gomez Carmen Gomez Deidra Grimm Susan Gustavson Marcie Gutierrez Sandy Hagy Heahter Hall Colleen Harrah Deanna Hebert Maria Hernandez Jodi Hoard Emilia Home Peter Iselin Shinae Jeon Earl Johnson

Henrietta Johnson Anglense Jones Carla Jones Lorie Kasdan-Soso Deeba Khan Christine Kijowski Csilla Kosa Courtney Langston Christopher Layton Natalie Leki-Albano Demmaree Li Jason Locke Lisa Love Doris Lozano Barbara Manjarrez Carmen Marcano Ellen Mcnamara Michelle Mowery Renee Natale **Richard Niebaum** Aaron O'Neill Anne O'Neill Mary Rose O'Shea Neha Patel Amy Penna Ziomara Perez

Bridget Quinn Marta Regalado Constance Rihani Erin Roche Brenda Rodarte Rebecca Rosales Lisa Roule Gundry Rowe Raymond Salazar Lynn Santoyo Elizabeth Scalia Colleen Scampini Bethanie Smith Brenda Tate-Fearn **Ewa** Torres Marlene Tyler Juana Velazquez Cheryl Verhey Erma Voss Erin Walach Colette Wargin Daniel Washco Joy Westendorf Maria Whitfield Dawn Williams Nora Wiltse

**NOW, THEREFORE, BE IT RESOLVED,** that we, the President and Members of the Board of Education of the City of Chicago, gathered here this 24<sup>th</sup> day of June 2020, do commend these one hundred fifty-three teachers, counselors, and librarians for their commitment to high and rigorous teaching standards and for receiving or renewing National Board Certification. We also encourage the Chicago Teachers Union Quest Center to continue their efforts in recruiting and providing support for more National Board Certified Teachers in our schools and to continue advocating for a commitment to high quality teaching for all teachers, counselors, and librarians.

**BE IT FURTHER RESOLVED**, that a suitable copy of this resolution be made available to the forty-nine teachers, counselors, and librarians who have achieved National Board Certification in 2019, and to the one hundred and four teachers, counselors, and librarians who have renewed their National Board Certification in 2019.

# President del Valle thereupon declared Board Report 20-0624-RS4 accepted.

# 20-0624-RS1

#### AMEND BOARD REPORT 20-0325-RS1 RESOLUTION AUTHORIZING EXPENDITURES AND ACTIONS IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19)

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

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

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

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

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

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

WHEREAS, the Board believes it is in the best interest of the City of Chicago and CPS families and students to be able to respond quickly to obtain necessary products, supplies, services and staff to follow the guidance of the CDC, IDPH, and CDPH and take preventive action to mitigate the spread of COVID-19; and

WHEREAS, the Board wishes to empower the leadership of CPS to act quickly and effectively to obtain the necessary products, supplies, services, and staff, expend funds and take all necessary measures and actions to respond to the COVID-19 outbreak;

NOW, THEREFORE, the Board hereby directs as follows:

- The leadership of CPS shall collaborate with the IDPH and CDPH to review, update and implement emergency operations plans <u>and plans for re-opening schools in accordance with City of Chicago</u> <u>and CDPH guidance ("reopening plans")</u>, including those for performing environmental cleaning, creating communications plans for the CPS community and providing critical support services, such as continuity of education (for example, web-based instruction and email) and student services (such as, meal and social services).
- The emergency operations plans and <u>reopening plans</u> shall include ensuring the availability of hygiene and environmental supplies and services, and such other products, supplies, services and staff to plan for and respond to the COVID-19 health emergency as deemed necessary or appropriate by the leadership of CPS.
- 3. The Board hereby authorizes and delegates authority to the Chief Executive Officer, General Counsel, Chief Education Officer, Chief Operating Officer, Chief Financial Officer, Chief Health Officer and Chief Procurement Officer to:
  - a. Develop and implement emergency operations plans in accordance with this Resolution;
  - Authorize and execute contracts to obtain all products, supplies, services and staff necessary or appropriate to plan for and respond to the COVID-19 health emergency, which contracts shall be approved as to legal form by the General Counsel;
  - c. Authorize and execute amendments and/or extensions to existing contracts to procure all products, supplies, services, and staff necessary or appropriate to plan for and respond to the COVID-19 health emergency, which amendments and/or extensions shall be approved as to legal form by the General Counsel;
  - d. Issue and approve purchase orders exceeding \$75,000 in amounts determined by the Chief Procurement Officer, to secure all products, services, supplies, and staff necessary or appropriate to plan for and respond to the COVID-19 health emergency, subject to approval by the Chief Operating Officer;
  - e. Authorize short-term extensions or renewals on any expiring contract;
  - f. Approve and execute expenditures that do not exceed an aggregate cost of \$75,000,000;
  - g. Take all actions necessary to implement the Memorandum of Understanding between the Chicago Office of Emergency Management and Communications and the Board of Education authorized in Board Report 06-0726-OP1 and renewed annually.
- 4. The Chief Executive Officer shall file a report with the Board beginning July 15th and monthly thereafter that will enumerate the expenditures to date and, all actions taken pursuant to this Resolution, including all contracts, amendments, purchase orders, policy or rule waivers/suspensions/modifications authorized pursuant to the authority delegated herein.
- The Board ratifies, adopts and assumes all lawful acts taken by the above-referenced officers in response to the COVID-19 health emergency between March 5, 2020, and the Board's adoption of this Resolution.
- 6. This Resolution shall be effective from March 5, 2020, to and including June 30, 2020 <u>September</u> <u>30, 2020</u>, or until otherwise amended, modified or rescinded by the Board.

### **RESOLUTION AUTHORIZING EXPENDITURES AT BEGINNING OF FISCAL YEAR 2021**

WHEREAS, pursuant to Section 34-43 of the Illinois School Code (the "Code"), the Chicago Board of Education (the "Board") is required to adopt an annual school budget for each fiscal year of the Board no later than 60 days after the beginning of the fiscal year of the Board to which such budget relates; and

WHEREAS, the Board is to bring educational stability to the system and is empowered and directed by the General Assembly pursuant to the provisions of Section 34-3.3 of the Code to: (i) increase the quality of educational services in the Chicago Public Schools; (ii) reduce the cost of non-educational services and implement cost-saving measures including the privatization of services where deemed appropriate; and (iii) streamline and strengthen the management of the system, including a responsible school-based budgeting process, in order to focus resources on student achievement; and

WHEREAS, the Board is also to bring financial stability to the system and is empowered and directed by the General Assembly pursuant to the provisions of Section 34-3.3 of the Code to develop a long-term financial plan that, to the maximum extent possible, reflects a balanced budget for each fiscal year; and

WHEREAS, prior to the formal adoption of the budget for fiscal year 2021, the Board will incur expenditures necessary for the operation of the school system at the beginning of said fiscal year; and

WHEREAS, in order to allow the orderly and efficient operation of the system for the benefit of the school children, it is appropriate for the Board to authorize expenditures prior to the adoption of the fiscal year 2021 annual school budget; and

WHEREAS, the Board's Debt Management Policy, Section 404.1 (Board Report 13-0724-PO1), authorizes the Board to use its operating funds to establish a reserve balance accounted for within the Debt Service funds to be used for any governmental purpose approved by the Board; and

WHEREAS, the Board's Debt Management Policy delegates authority to the Senior Vice President of Finance to authorize any transfer to or from Debt Service funds.

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

Section 1. Findings. It is found, declared, and determined as follows.

- (a) Expenditures in fiscal year 2021 for educational and legal purposes, including school funding allocations based on a per-pupil formula, which are necessary for the efficient operation of the Chicago Public School System prior to the adoption of the fiscal year 2020 annual school budget are authorized, subject to the limitations set forth in the Illinois School Code [105 ILCS 5/34-49] and the next succeeding paragraph.
- (b) Such expenditures for July and August 2020 (FY 2021) will occur in accordance with the draft FY 2021 capital and operating budget which is slated to be presented at the July Board Meeting and will be subject to appropriation in the fiscal year 2021 budget. Spending will not exceed FY 2020 authority.
- (c) The Chief Financial Officer is hereby authorized to transfer and use Debt Service funds not otherwise restricted under bond documents for the purpose of operating and capital expenditures to support cash flow during the fiscal year. Transfers from the Debt Service funds for this purpose will be repaid from the next receipts of property tax revenues.

Section 2. Severability. To the extent that any prior resolution or policy of the Board (excluding Board Rules) is in conflict with the provisions of this Resolution, the provisions of this Resolution shall be controlling. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Resolution.

Section 3. Effectiveness. This Resolution is effective immediately upon its adoption and will remain in effect through August 28, 2020, or until the FY 2020 budget is adopted by the Board if that is prior to August 28, 2020.

# 20-0624-RS3

#### RESOLUTION REGARDING ALGEBRA COMPETENCY AND COURSE PLACEMENT IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19)

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

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

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

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

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

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

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

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

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

WHEREAS, CPS canceled the spring administration of the Algebra Exit Exam, a key component for providing competency or credit for students enrolled in an approved middle grades algebra course under Section V of Board Policy 605.5;

WHEREAS, the Board believes it is important to still provide students enrolled in an approved middle grades algebra course with pathways to advanced mathematics high school courses, despite the disruption to learning for the 2019-2020 school year;

NOW, THEREFORE, the Board hereby directs as follows:

- 1. For students enrolled in Algebra in an Elementary School:
  - a. Students with a final grade of B or better will automatically earn the Algebra competency and be placed into the next mathematics course at their receiving high school.
  - b. Students with a final grade of C, with no quarter grades being a D or F, must meet the Summer of Algebra programming requirements to earn the Algebra competency and be placed into the next mathematics course at their receiving high school. These include:
    - i. At least 90% attendance in the Summer of Algebra class.
    - ii. Completion of all assignments.
    - iii. Passing score on the modified Algebra Exit Exam, representative of prioritized Algebra standards.
- 2. For students enrolled in Algebra in an Academic Center or High School setting:
  - Students with any of the grade combinations below in an approved Algebra course will automatically earn credit and placement into the next mathematics course at the receiving high school.

Semester 1	Semester 2		
А	A, B, C, or Pass		
В	A, B, or Pass		
С	А		

- b. Students with any of the letter grade combinations below in an approved Algebra course will be eligible to earn placement into the next mathematics course if they meet the summer programming requirements of:
  - i. At least 90% attendance in the Summer of Algebra class
  - ii. Completion of all assignments
  - iii. Passing score on the modified Algebra Exit Exam, representative of prioritized Algebra standards.

Semester 1	Semester 2	
В	C or Incomplete	
С	B, C, Pass, or Incomplete	

- c. Students earning credit and placement into the next mathematics course will have the credit and associated course grade added to their high school transcript by the receiving high school. The course grade will reflect grades from course enrollment in the 2019-2020 school year.
- 3. This Resolution is effective immediately upon adoption.

# 20-0624-RS5

#### **RESOLUTION REGARDING INSPECTOR GENERAL SELVYN WILLIAM FLETCHER**

WHEREAS, Section 34-13.1 of the Illinois School Code provides for the appointment of the Inspector General of the Board of Education of the City of Chicago (the "Board") by the Mayor of the City of Chicago;

WHEREAS, the position of Inspector General became vacant on March 1, 2020 upon the resignation of the incumbent before the expiration of his term of office which was July 1, 2018 to June 30, 2022;

**WHEREAS**, the Honorable Lori Lightfoot, Mayor of the City of Chicago, appointed Selvyn William Fletcher to serve as the Board's Inspector General commencing July 6, 2020 to complete the unexpired term of office of his predecessor which shall end on June 30, 2022;

WHEREAS, Section 34-13.1 of the Illinois School Code provides that the Board's Inspector General shall be under the Board's jurisdiction;

WHEREAS, the Board hereby acknowledges the appointment of Selvyn William Fletcher as the Board's Inspector General;

WHEREAS, Section 34-13.1 of the Illinois School Code provides that the Inspector General shall have "authority to conduct investigations into allegations of or incidents of waste, fraud, and financial mismanagement in public education within the jurisdiction of the Board by a local school council member or an employee, contractor, or member of the Board or involving school projects managed or handled by the Public Building Commission";

**WHEREAS**, Section 34-13.1 of the Illinois School Code provides that, in addition to the Inspector General's express authority to conduct the specific investigations outlined in the statute, the Inspector General shall perform other duties requested by and at the direction of the Board;

WHEREAS, Board Rule 3-8 specifies that the Board may acknowledge by Board Resolution the Mayor's appointment of an individual to serve as Inspector General and specify in such Resolution any additional duties and requirements in effect during the tenure of such appointment;

WHEREAS, Board Rule 3-8 provides that the Inspector General "shall investigate allegations of fraud, waste and financial mismanagement in the District by a Local School Council member or an employee, contractor or member of the Board or involving school projects managed or handled by the Public Building Commission and shall perform other duties requested by the Board including, but not limited to, investigations into employee misconduct, including allegations of criminal activity by employees;"

WHEREAS, Section 34-13.1 of the Illinois School Code provides that the Inspector General shall be independent of the operations of the Board and "shall have access to all information and personnel necessary to perform the duties of the office" but does not provide for the retention of legal counsel to provide advice to the Inspector General;

WHEREAS, Section 34-13.1 of the Illinois School Code provides that the Inspector General "shall have the power to subpoena witnesses and compel the production of books and papers pertinent to an investigation authorized by this Code" but does not outline the mechanism for enforcement of a subpoena issued by the Inspector General; and

WHEREAS, Section 34-11 of the Illinois School Code provides that the Board "by a majority vote of its full membership shall appoint a general counsel (the "General Counsel") who shall have charge and control, subject to the approval of the Board, of the law department and of all litigation, legal questions and such other legal matters as may be referred to the department" by the Board.

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

- In addition to those duties conferred upon the Inspector General by the Illinois School Code and Board Rules, the Inspector General is hereby empowered to investigate reports of sexual misconduct by employees, vendors, or volunteers where a CPS student may be the victim. The Inspector General shall carry out these duties in accordance with the following guidelines:
  - (a) The Inspector General shall report to the Board on a monthly basis, including the number of reports received, the number of claims under investigation, the employees and schools involved, the nature of the allegations, and the status of any person subject of an investigation;

- (b) The Inspector General shall have sole responsibility within the Chicago Public Schools and the Board of Education for the investigation of all reported incidents described in Section 1 of this Resolution, however, the Inspector General shall reasonably and appropriately cooperate with CPS staff and attorneys to ensure that employee discipline is not delayed and that information regarding the status of abuse reports and investigations are shared on a timely basis; and
- (c) Decisions regarding discipline, including termination, shall remain solely under the purview of the Chief Executive Officer of the Chicago Public Schools ("CEO") and the Board. The Board and the CEO, however, shall reasonably and appropriately cooperate with the OIG to ensure that criminal investigations are not unduly jeopardized by the timing of discipline or termination.
- The Board further directs the Inspector General to conduct a review of sexual misconduct cases dating back to at least the year 2000, and further if determined necessary by the Inspector General or the Board President.
- The Board commits to providing the additional funding and resources necessary so that the Inspector General can perform the tasks detailed in Sections 1 and 2.
- 4. In performing the duties outlined in the Illinois School Code, this Resolution, and Board Rules, the Inspector General shall report directly to the Board and shall provide reports to the CEO and the Title IX Officer with respect to investigations of alleged Title IX violations, except in the following circumstances:
  - (a) If the Inspector General believes, in connection with a specific investigation, that the duties of the Inspector General as outlined in the Illinois School Code, this Resolution, and Board Rules are in conflict with the requirement that the Inspector General shall provide reports to the CEO, the Inspector General shall report this matter to the Board immediately upon identifying the potential conflict. Based upon the Inspector General's initial report of such a matter, the Board will then provide additional direction regarding subsequent reporting in connection with the matter.
  - (b) If the Inspector General believes, in connection with a specific investigation, that the duties of the Inspector General as outlined in the Illinois School Code, this Resolution, and Board Rules are in conflict with the requirement that the Inspector General shall report to the Board, the Inspector General shall report this matter to outside legal counsel immediately upon identifying the potential conflict and shall request that outside legal counsel prepare a legal opinion regarding whether there exists a conflict that precludes the Inspector General from reporting the matter to the Board. To the extent that the legal opinion indicates that there is such a conflict, the Inspector General's outside counsel shall also advise the Inspector General regarding the legal requirements of reporting the matter at issue. If the legal opinion does not indicate the existence of such a conflict, the Inspector General shall report the matter to the Board as outlined above.
- 5. The Board also requests that the General Counsel provide legal counsel to the Inspector General as required to assist the Inspector General in performing the duties outlined in the Illinois School Code, this Resolution, and Board Rules, except in the following circumstances:
  - (a) If the Inspector General believes, in connection with a specific investigation, that the duties of the Inspector General as outlined in the Illinois School Code, this Resolution, and Board Rules are in conflict with the requirement that the General Counsel shall provide legal counsel to the Inspector General as outlined herein, the Inspector General shall report this matter to the Board immediately upon identifying the potential conflict. Based upon the Inspector General's initial report of such a matter, the Board will then provide additional direction regarding subsequent retention of legal counsel regarding reporting of the matter.
  - (b) If the Inspector General believes, in connection with a specific investigation, that the duties of the Inspector General as outlined in the Illinois School Code, this Resolution, and Board Rules are in conflict with (1) the requirement that the General Counsel shall provide legal counsel to the Inspector General and (2) with reporting the matter to the Board as outlined in the preceding paragraph, the Inspector General shall report this matter to outside legal counsel immediately upon identifying the potential conflict and shall request that outside legal counsel prepare a legal opinion regarding whether there exists a conflict that precludes the Inspector General from reporting the matter to the Board. To the extent that the legal opinion indicates that there is such a conflict, the Inspector General's outside counsel shall also advise the Inspector General regarding the legal requirements of reporting the matter at issue. If the legal opinion does not indicate the existence of such a conflict, the Inspector General shall report the matter to the Board as outlined above.

- 6. The Board further requests that the General Counsel represent the Inspector General in all instances in which the enforcement of a subpoena issued by the Inspector General is necessary. If the Inspector General believes there is conflict with the Board and/or the Chicago Public Schools, including the Law Department, outside counsel may be appointed to represent the Inspector General in such enforcement issues according to the conflict provisions above.
- The Board shall retain counsel acceptable to the Inspector General to provide legal counsel in those circumstances where this Resolution authorizes the Inspector General to seek the advice of outside legal counsel rather than the General Counsel.
- This Resolution shall take effect upon adoption and shall remain in effect until amended or rescinded by further Board action for the tenure of the Inspector General's appointment including any renewals thereof.

# 20-0624-PO1

#### RESCIND BOARD REPORT 01-0725-PO3 RETENTION AND MANAGEMENT OF BUSINESS RECORDS AND ADOPT A NEW RECORDS MANAGEMENT AND RETENTION POLICY

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education ("Board") rescind Board Report 01-0725-PO3 Retention and Management of Business Records and adopt a new Records Management and Retention Policy.

**PURPOSE:** The Board of Education of the City of Chicago ("Board") is a Cook County local government agency and is therefore governed by the Illinois Local Records Act, related regulations, and the Local Records Commission of Cook County ("Commission"). The purpose of this Policy is to ensure District-wide compliance with legal obligations to maintain and dispose of District Records, which includes both Student Records and Business Records, in accordance with the Local Records Act, related regulations, and with the Commission. Student Records are also subject to the requirements provided in the Illinois School Student Records Act, related regulations, and the Board's policy that addresses Student Records and retention. In addition to ensuring District-wide legal compliance, this Policy addresses the proper management of District records, including the maintenance, retention, and disposal of District records, which is necessary to support day-to-day operations, promote economy and efficiencies, provide access to necessary information, protect against unauthorized access or release of information, protect against breaches of confidentiality, and reduce the risk of identity theft.

#### POLICY TEXT:

#### I. <u>Definitions</u>

A. District Records. Records of the District qualify as Public Records. The Local Records Act defines "Public Record" as any book, paper, map, photograph, born-digital electronic material, digitized electronic material, electronic material with a combination of digitized and born-digital material, or other official documentary material, regardless of physical form or characteristics, made, produced, executed, or received by the agency or officer pursuant to law or in connection with the transaction of public business, and preserved or appropriate for preservation by such agency or officer, or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein

For purposes of this Policy, all information that qualifies as a Public Record, regardless of format or media used, that has been prepared by or for, has been used by or is in use by, has been received by, or is in the possession or control of any Chicago Public School, network office, central office department, or administrative office of the Board shall be referred to as a District Record and must be managed in accordance with this Policy.

District Records are comprised of Student Records and Business Records:

1. Student Records. Student Records include records pertaining to individual students which categories include Permanent Student Records, Temporary Student Records, and Temporary Special Education Records as defined in and governed by the Board's policy that addresses Student Records and retention.

2. Business Records. Business Records include all records that are not considered Student Records as defined in the Board's policy that addresses Student Records and retention.

B. Non-Record Materials. Non-Record Materials are excluded from the definition of Public Record in the Local Records Act and consist of items that are not created, received, or used in the process of transacting or communicating District business, policies, and decisions. Non-Record Materials may include, but are not limited to, extra copies of documents used or maintained for convenience of reference, stocks of publications, blank forms, library and museum material made or acquired and preserved solely for reference or exhibition purposes, notes, journals, diaries, and similar documents created by a District officer or employee for his or her own personal convenience, copies of documents in any media furnished to the public under the Freedom of Information Act or other state law, advertisements, spam, junk mail, textbooks, instructional material, and preliminary drafts, working papers, and informational notes that have no impact on how information is interpreted or used or that otherwise have no value to the District. Non-Record Materials also include transitory messages which consist of material used to communicate information with short-term value that is not intended to formalize or perpetuate knowledge and does not set policy, establish guidelines or procedures, certify a transaction, become a receipt, or have a bearing on actions or decisions taken or not taken.

# II. Delegated Authority

The Commission requires each agency's officer having jurisdiction over the agency's records to sign required Commission filings, including the Records Disposal Certificate. The Secretary of the Board is designated to sign such required filings.

# III. Administration and Guidelines

The District's Records Management Unit facilitates the day-to-day administration of this Policy and the Board's policy that addresses Student Records and retention and shall distribute the District's Records Retention Schedule approved by the Commission. The Chief Executive Officer or designee and the Records Management Unit shall develop and implement guidelines, procedures, and toolkits to ensure the effective management of the Board's records-related obligations. Information on records management, including record retention requirements and procedures are available to employees of the Chicago Public Schools, network offices, central office departments, and administrative offices of the Board on the <u>District's Records Management Knowledge Center Page</u>. Employees of the Chicago Public Schools, network offices, central office of the Board and the public may also request this information by contacting the Records Management Unit at <u>recordsmgmt@cps.edu</u>.

# IV. <u>Record Retention</u>

A. Application for Authority to Dispose of Local Records. In accordance with the Local Records Act, the Board shall have on file with the Commission an Application for Authority to Dispose of Local Records ("Application"), which has been approved by the Commission. The Application lists all District Records and the retention requirement for each record as approved by the Commission. Records listed on the Application are media-neutral and retention periods apply to the record, regardless of whether the record exists in paper, electronic, or both formats. Records may be added to the Application by request of the District's Records Management Unit. The Application may also be referred to as the District's Records Retention Schedule.

**B. Retention Periods.** Record retention periods are determined based on the content, nature, and purpose of the record and not on its format or the media on which the record is stored. Only the Commission can establish and approve how long the District is required to retain each District Record and will set retention periods based on a record's legal, fiscal, administrative, and historical value. The Application provides the minimum retention period the District is required to maintain for each District Record. Chicago Public Schools, network offices, central office departments, and administrative offices shall comply with the retention requirements as provided by the Commission and shall follow the protocols established by the District's Records Management Unit to have each District Record properly disposed once the record has met its retention period.

# V. <u>Record Maintenance During Retention Period</u>

A. Responsibility. All Chicago Public Schools, network offices, central office departments, and administrative offices shall comply with this Policy. Each school principal, network chief, department chief, and/or designee shall ensure all employees, officers, temporary employees, interns, vendors, consultants, contractors, authorized agents, and volunteers are informed about this Policy and comply with its requirements.

**B.** Confidentiality. Chicago Public Schools, network offices, central office departments, and administrative offices shall ensure appropriate measures are taken to protect the confidentiality of all District Records that require heightened security or that contain confidential information, including, but not limited to, records pertaining to students, personnel, legal or investigation matters, records containing social security numbers, and records containing medical and clinical information.

C. Long-Term Storage and Maintenance. To improve efficiencies, facilitate access to District Records required to support day-to-day operations, and to protect against unauthorized access or release, loss, and damage to District Records, Chicago Public Schools, network offices, central office departments, and administrative offices should send District Records that are not being frequently referenced and that qualify for offsite storage based on the type of record and age of the record to the Board's offsite record storage facility. District Records may remain at the Board's offsite record storage facility for the remainder of each record's required retention period and shall continue to be accessible to and managed by the school, network office, central office department, or administrative office that sent the records to offsite storage. Any transfer of District Records to long-term storage shall follow the protocols established by the District's Records Management Unit.

District Records maintained in electronic format may require migration to other formats, versions, or systems, or may require printing and maintenance in hard copy in order to fulfill retention requirements and to remain accessible and usable at all times while the information must be maintained. District Records maintained in electronic format shall be retained in accordance with the Local Records Act, related regulations, and Commission requirements and guidelines.

**D. Historical Records.** District Records that document the history of the District or of the District's schools and administration or that are otherwise designated by the Board Secretary as having historical value may be maintained indefinitely and when possible and necessary, in accordance with proper archival preservation and storage methods.

E. Electronic Communications. When information that is communicated electronically, including, but not limited to, through email, voicemail, instant message, chat, website, blog, and other social media channels fits the definition of a Public Record, the information shall be managed in accordance with the Local Records Act, related regulations, the Commission, this Policy, and any additional Board policies that address electronic records and communications, including, but not limited to, the Board's policy that addresses email retention.

#### VI. <u>Record Disposal</u>

A. Disposal of Records. For purposes of this Policy, the disposal of District Records refers to the destruction of a record or records, regardless of physical format or characteristics, so that information cannot be identified or retrieved, and includes the physical destruction of records in physical form and the deletion of records in electronic form.

B. Required Approval. The Board is required to obtain written approval from the Commission prior to the disposal of any District Record.

1. Application Inclusion. In order for a District Record to be disposed in compliance with this Policy and the Local Records Act, related regulations, and with the Commission, the record must first be listed on the Board's Application that has been filed with and approved by the Commission. Only those District Records that have been included in the approved Application can be disposed when the required legal retention requirements have been met.

2. Records Disposal Certificate. At least annually, the District's Records Management Unit shall submit a Records Disposal Certificate that has been signed by the Secretary of the Board listing all District Records, regardless of physical format or characteristics, that have met the retention requirements as provided in the Board's approved Application. The Records Disposal Certificate must be filed with and approved by the Commission and then returned to the District's Records Management Unit prior to the disposal of any District Records.

**C. Disposal Protocols.** All Chicago Public Schools, network offices, central office departments, and administrative offices shall maintain District Records, regardless of format or media used, for the duration of each District Record's applicable retention requirement. Once a District Record has met the required retention period, the school, network office, central office department, or administrative office shall request the District's Records Management Unit to authorize the disposal of the eligible District Record and to make all related filings with the Commission. No Chicago Public School, network office, central office department, or administrative office department, or administrative office employee, officer, temporary employee, intern, vendor, consultant, contractor, authorized agent, or volunteer shall discard, destroy, delete, or otherwise dispose of any District Record without proper approval and shall follow protocols established by the District's Records Management Unit for the appropriate method of destruction. Protocols for the retention and scheduled and/or automatic deletion of some records maintained electronically, including, but not limited to, email messages and attachments, chat and instant messages, calendars, and records maintained in licensed third-party applications and databases, on network servers, and in cloud storage may be implemented for the District in accordance with technology provisions, record retention requirements, and Commission approval.

D. Disposal of Original Records that have been Digitized and/or Microfilmed. Microfilmed and digitized District Records, including scanned records, may only be substituted for the original record if the microfilm or scanned copies meet the requirements in the Local Records Act, guidelines of the Commission, and all rules and regulations for microfilming or digitizing local government records. Original District Records

that have been reproduced in a digitized electronic format or in microfilm may be disposed of provided that the records have been accurately and reliably reproduced in a durable medium so that they can be accessed and used throughout the record's required retention period.

Prior to the disposal of any original District Records that have been digitized or microfilmed, the Board is required to obtain written approval from the Commission by filing a Records Disposal Certificate for such original District Records. No original District Records that have been digitized or microfilmed shall be disposed until the Commission returns the approved Records Disposal Certificate to the District's Records Management Unit.

E. Other Considerations. District Records that may be required for reasons including, but not limited to, any current, pending, or anticipated legal actions, audits, investigations, student record requests, or public information requests shall not be disposed until all requirements have been met, even if the records have met all retention period requirements and approval for the disposal of records has been granted by the Commission.

F. Unauthorized Destruction of Records. Chicago Public Schools, network offices, central office departments, and administrative offices shall take appropriate measures to ensure that District Records are not mutilated, destroyed, transferred, removed, or otherwise damaged or disposed of, in whole or in part, except as provided by law. The penalty for violating the Local Records Act can be a Class 4 Felony under the Illinois Criminal Code.

1. Accidental Loss or Destruction of Records. District Records destroyed or damaged by fire, flood, natural disaster, environmental conditions, or lost due to theft or disposal-in-error must be immediately reported via the District's electronic incident reporting system.

2. Remedies. Original District Records that were lost, damaged, or destroyed without authorization must be recreated whenever possible. Recreation of original records may include, but is not limited to, printing records from electronic systems, obtaining copies of records from their original source, copying the damaged original records, and cleaning or otherwise restoring the original records. Before any damaged original District Records that have been used to create restored or recreated copies of original District Records may be destroyed, the Board must obtain written approval from the Commission by filing a Records Disposal Certificate for the damaged original District Records must not be disposed until the Commission returns the approved Records Disposal Certificate to the District's Records Management Unit.

3. Reporting Requirements. Records that have been disposed prior to the Board obtaining Commission approval must be reported to the Commission. The District's Records Management Unit must make all necessary reports and filings with the Commission related to the loss or destruction of the District Records.

**G.** Destruction of Non-Record Materials. Non-record materials may be destroyed at any time without prior approval from the Commission. Non-record materials that contain confidential information, including, but not limited to, social security numbers, student information, employee information, and information pertaining to legal or investigation matters must be physically destroyed in a manner so that such information cannot be identified or retrieved.

#### VII. Violations

Failure to abide by this Policy or related guidelines will subject employees to discipline up to and including dismissal in accordance with Board Rules and Policies.

Legal References: Local Records Act (50 ILCS 205/1 et seq.); Illinois School Student Records Act (105 ILCS 10/1 et seq.); Tampering with Public Records (720 ILCS 5/32-8); Governmental Records, Local Records Commission (44 III. Admin. Code 4000 et seq.)

# RESCIND BOARD REPORT 08-0827-PO3 POLICY ON STUDENT HEALTH EXAMINATIONS, IMMUNIZATION, DENTAL EXAMINATIONS, AND EYE EXAMINATIONS AND ADD SECTION 6-6 HEALTH REQUIREMENTS ON AN INTERIM BASIS TO CHAPTER VI OF THE BOARD RULES

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board rescind Board report 08-0827-PO3 Policy on Student Health Examinations, Immunization, Dental Examinations, and Eye Examinations and add Section 6-6 Heath Requirements on an Interim Basis to Chapter VI of the Board Rules.

#### TEXT:

Section 6-6. Health Requirements. The CEO or designee shall ensure that schools and students comply with state and local health requirements for students as they are set forth and as they may be amended from time to time in 105 ILCS 5/27-8.1, the implementing regulations and rules developed by the Illinois Department of Public Health (IADC, Title 77, Section 665.100 et seq.) and applicable rules and guidance issued by the City of Chicago Department of Public Health. The CEO or designee shall develop Guidelines and amend them from time to time to inform school communities, families, students, and staff about student health requirements, exceptions to those requirements, and the consequences for failing to comply with those requirements.

# 20-0624-PO3

### RESCIND BOARD REPORT 12-0125-PO2 ADMINISTRATION OF MEDICATION POLICY AND ADOPT A NEW ADMINISTRATION OF MEDICATION POLICY

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education ("Board") rescind Board Report 12-0125-PO2 and adopt a new Administration of Medication Policy.

**PURPOSE:** The purpose of this new policy is to comply and incorporate extensive changes required by medical and scientific developments, updates to the Illinois School Code and the Illinois Nurse Practice Act. The policy promotes the health and safety of all of our students. The purpose of this policy is to outline when, where, how and under what circumstances CPS students may receive medications during school hours, who may receive them, and how these events are to be recorded.

Students may receive medication during school hours when:

- 1. Administered by a Nurse; or
- Provided under the supervision of school personnel who have been authorized or delegated the task: or
- 3. Self-administered by the student with the direct supervision of authorized school personnel.

This policy also outlines a requirement that parents/guardians notify the school of their student's acute or chronic health conditions even when medication is not expected to be necessary during school hours. This requirement provides opportunities for appropriate health emergency response planning in schools.

This policy seeks to mitigate the impact of various health inequities on CPS students, staff, and families by ensuring safe and supportive environments for anyone experiencing chronic conditions. However, the District recognizes that this policy does not address the root causes of said inequities (i.e. social determinants of health), which may disproportionately impact our greatest needs groups.

# POLICY TEXT:

#### I.DEFINITIONS

Anaphylaxis (Life-threatening Allergic Reaction): An acute allergic reaction to an antigen (including but not limited to a bee sting, food, environmental substances) to which the body has become hypersensitive that results in respiratory/cardiac distress or arrest unless emergency intervention is immediate.

Asthma: A chronic health condition of the lungs that causes cough, wheezing, shortness of breath or other breathing difficulties by obstructing airflow.

Authorization: When the District transfers its authority (power or right to give orders, make decisions and enforce compliance) to perform a specific task or intervention in a specific situation to an individual. Examples of authorization include but are not limited to a principal authorizing a school clerk to enter immunization data or the role of a Delegated Care Aide.

**Delegation:** When a Registered Nurse transfers to a specific individual the authority to perform a specific nursing task or intervention in a specific situation according to details outlined by the Illinois Nurse Practice Act.

**Diabetes (DM)**: Includes diabetes mellitus, (type 1, type 2, and gestational): a group of diseases that affect how the body makes, releases, or uses sugar (glucose).

Diabetes Delegated Care Aide (DmDCA): A volunteer, full time, non-nurse CPS staff member who completes annual in-person training to assist students with diabetes management in school.

**Emergency Action Plan (EAP):** A written document that organizes and facilitates the actions schools take during emergencies. This document can be student-specific or it may provide general guidance for all students during emergencies.

**Epilepsy:** Chronic neurological disorder characterized by recurrent (2 or more) unprovoked seizures. Often called seizure disorder.

**Individualized Educational Plan (IEP)**: A unique, formal, written document that specifies the program of support, services, and instruction for a student who has an identified disability covered by the Individuals with Disabilities Education Act (IDEA).

**Medical Provider:** A Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN), or Physician Assistant (PA).

**Medication:** Any active ingredient intended to provide pharmacological activity or other direct effects on the prevention, treatment, mitigation, or cure of disease or to affect the structure or any function of the human body. In this policy, medication includes all manufactured, compounded, natural, herbal or synthetic drugs and remedies, prescribed or over the counter (OTC) substances; vitamins, minerals, nutritional/dietary supplements, energy boosters; and any other medical treatments--- allopathic, homeopathic, alternative; or any treatments or substances pharmacological, immunological or metabolic. This also includes all formats (aerosols, pills, liquids, creams, oils or ointments) and routes of delivery: oral, rectal, topical, inhaled, intranasal, injected or via pump-- external or implanted.

**Emergency Medication:** Substance used to avert an urgent or life-threatening health event. The use of an emergency medication must trigger an immediate 911 call.

**Regulated Medications:** Drugs and other substances included in the Controlled Substances Act. An updated and complete list of the schedules is published annually.

**Nurse:** A staff member or contractor who holds a nursing license with the Illinois Department of Finance and Professional Regulation (IDPFR) and is held to the guidelines of the Illinois Nursing Practice Act.

School Nurse (CSN-PEL): A Registered Nurse who has completed course work for a certified school nurse (CSN) and holds the corresponding Illinois Professional Educator License (PEL) under the Illinois State Board of Education.

Health Service Nurse (HSN): A Registered Nurse.

Licensed Practical Nurse (LPN): A licensed practical nurse who works under the delegation of a registered nurse.

School Hours: The official, published times during which a school is in operation.

School Personnel: All staff including teachers, dining staff, safety and security, engineers, school dining staff, coaches, transportation staff, related service providers, paraprofessionals, and, substitutes, other school staff who serve, supervise, manage, monitor, administer, or work with students during CPS-sponsored activities (e.g. classes, recess, extra-curricular activities, field trips, sports, before and after school programs).

**School Principal**: The primary authority over the teachers, staff, curriculum and professional development with a focus on student learning, safety, and health.

**Parent/Guardian:** A person with legal authority to care for and protect the personal needs and interests of a minor. For the purposes of this policy, the rights of the parent/guardian are transferred to an emancipated minor or students over the age of 18.

Seizure: A brief, excessive discharge of electrical activity in the brain that can alter movement, sensation, behavior, and/or awareness.

Seizure Delegated Care Aide (SzDCA): A full time, non-nurse CPS staff member who completes annual specialized training to assist students with a seizure disorder.

**504 Plan (504):** A formal written document developed by a school to provide students with disabilities the accommodations they need to access their learning environment. Implementation of this document is intended to prevent discrimination and to protect the rights of students with disabilities in school as defined by Section 504 of the Rehabilitation Act.

#### II. SCOPE

This policy applies to the administration and self-administration of any medication during school hours and school-sponsored activities. These medications must be "absolutely necessary for the critical health and well-being of the student" per Public Act 91-0719. Any medications that can be given safely and effectively at any time other than during school hours are by definition "not absolutely necessary to be given during the school day." The paperwork requirements outlined in this policy are compulsory to provide non-emergent care to a student during school hours.

#### III. IDENTIFYING STUDENTS WITH MEDICATION NEEDS

- A. <u>Request for Student Health Information</u>: In order to plan effectively for medication management at school, the parent/guardian must notify the school promptly upon their student's acute or chronic medical diagnoses and any medication requirements. Parents/guardians must notify or verify schools at least annually of their child's diagnosis. At least annually, parents/guardians must report information about their student's acute or chronic health conditions to their school. The Chief Health Officer or designee must make medical information forms available to schools for this purpose. The forms are valid for 365 days from when the medical order was written and signed.
- B. <u>Parent/Guardian Role</u>: When a parent/guardian reports that their student has been diagnosed with a medical condition, the school must request and the parent/guardian must provide the following:
  - a. Written medical diagnosis and care instructions, emergency action plan, and orders for medication administration during school hours or school sponsored activities signed by a medical provider. Requests for the provision of medication during school hours must include the all of following:
    - i. Name of medication, dosage, route of administration;
    - ii. Frequency and time of administration(s);
    - iii. Special circumstances in which medication is to be administered;
    - iv. Side effects and/or intended effects which might be observed and reported to a Nurse, school personnel, and parents/guardians;
    - Name, signature, address, office phone, fax, and emergency numbers of medical provider;
    - vi. Other medication(s) student may be receiving at home; and
    - vii. A regimen of medical follow-up;
  - b. When applicable, written parent/guardian consent to administer or carry and selfadminister medications during the school hours using the form established by the Chief Health Officer or designee. Additional requirements for self-administration are set out in Section V. below;
  - c. Any medications or supplies necessary to treat the student's condition in the original container with prescription and dosage information or any replacement medication after use or expiration that matches the original medical provider's orders;
  - A description of the student's past chronic or acute reactions; including triggers and warning signs;
  - e. Current parent/guardian emergency contact information;
  - f. Any diagnostic or medication changes including but not limited to the dosage, route, medication or administration times, require the parent/guardian to submit a prescription or new written orders from the student's medical provider.

The school may also request that the parent/guardian provide the following:

- g. Written consent to share diagnosis and other information with relevant school personnel;
- Written authorization to exchange detailed medical information on the student's condition with the student's medical provider;
- i. A description of the student's emotional response to the condition and the need for intervention from the student's medical provider;
- j. Recommendations on developmentally-appropriate ways to include the student in planning or care and implementing their 504 Plan or Individualized Education Plan (IEP) from the student's medical provider.

# IV. 504 PLAN/IEP

A. <u>Nursing Role</u>: Nurses are assigned to schools by the District to provide assessment and planning of health care for students so they may access learning. A Registered Nurse works in collaboration with the Principal to address the health needs of students with acute or chronic conditions for school attendance. Nursing service provision is determined by Assessment (interview, observation, and record review), Planning, Implementation, and Evaluation which is encompassed in the 504/IEP for each student where care is deemed necessary to attend and participate in learning.

A Registered Nurse reviews any request from a parent/guardian for medication administration. Medication administration is not limited to the selection of the medication, reviewing the dosage, and administration to the student but also assessing the student's response to the medication, a task for which the Registered Nurse is qualified and required to complete. If additional information is needed, the Registered Nurse has the professional responsibility to consult with the student's prescribing medical provider to clarify that information found in the written order.

Use of medications meant to address minor, non-debilitating symptoms of illness or injury are prohibited because they are typically not critical for the student's health and well-being. Exceptions can be made on the basis of clinical judgment of a Registered Nurse in collaboration with families and the student's Medical Provider by prescription or order.

B. <u>Plan Establishment</u>: Upon the school's receipt of the documentation outlined in Section IIB, the Registered Nurse will review as part of the assessment for plan establishment. Every student with a medical provider-documented acute or chronic condition(s), who may need medication during school hours, must be offered a 504 Plan to address the need for medication while in school and at school events. In the event the student has an IEP, the IEP shall address the management of medications received during school hours. The 504/IEP shall include a Healthcare Plan that will identify what the school will do to accommodate the individual needs of the student. For students with a medical provider-documented acute or chronic condition requiring medication outside of school hours, the Registered Nurse, in consultation with the parent/guardian, shall determine if accommodations are necessary which require a 504 to manage the student's condition during school hours.

The Registered Nurse, in consultation with the student's medical provider, shall retain the right to decline to allow the medication to be administered by school staff. Any medical order that is declined must be communicated to the parent/guardian as well as to the prescriber, along with the medical rationale and offer to accommodate with different medications or regimens. If a parent/guardian disagrees with their student's 504 or IEP, please refer them to the procedural safeguards, which outlines their rights.

- C. <u>Plan Updates</u>: 504/IEPs are updated annually. If the parent/guardian provides new written medical orders by a medical provider that include changes to the medical management of the student's condition(s), the 504/IEP will be updated to address the new information.
- D. <u>Plan Dissemination</u>: Those portions of the student's 504/IEP relevant to medication management, including but not limited to the Healthcare Plan, Emergency Action Plan, and emergency medications, must be disseminated (by principal or designee) to all school personnel who supervise the student during the school day and at school-sponsored activities. This will be distributed at the beginning of each school year, upon school entry, or for newly diagnosed students, and whenever the 504/IEP is revised.
- E. <u>Non-Cooperation</u>: Non-cooperation is defined as when the parent/guardian of a student with a known or suspected condition is not in agreement with and/or does not assist the school with an evaluation or implementation of an appropriate 504/IEP, does not provide the documentation required to offer a 504/IEP, or refuses to supply the school with medications and supplies required to manage the student's condition in school. Families can contact the Office of Student Health and Wellness (OSHW) Hotline (773-553-KIDS) for assistance with public benefits or to connect with a medical provider.

In cases of non-cooperation, the school must implement a simple Emergency Action Plan (EAP) stating to call 911 immediately upon recognition of emergency signs and symptoms. The school must send a written notification to the parent/guardian of the student's EAP and contact the parent/guardian if the EAP is activated.

#### V. MEDICATIONS

- A. Medication Types:
  - All medications given in school must be prescribed by a medical provider. Such written documentation must be maintained in the student's health record. All medication authorizations for school administration must:
    - Include indication (diagnosis), as defined by a medical provider, including the rationale for need during school hours or school sponsored activities;
    - b. Be in the original packaging;
    - c. Conform with the Illinois Nurse Practice Act;
    - d. Not carry a high cardiac or respiratory risk that may require advanced life support.

- Prescribed Medications: must include requirements listed in Section V.A.1. and additionally be:
  - a. Provided in a clearly labeled container;
  - b. Dispensed by state-approved pharmacy,
- 3. Over the Counter Medication: Over the counter medications will be treated in the same manner as all other medications during the school hours. Students requiring over the counter medication during school hours or school sponsored activities must also be authorized in writing by the student's parent/guardian and a medical provider order with indication. When authorized, administration of over the counter medications to a student is further subject to the requirements set out in Sections V.A.1. herein. Students are not authorized by this policy to carry and self-administer over the counter medications during school hours.
- B. <u>Medication Management:</u> All medications administered during school hours or school sponsored activities must be submitted to the Nurse for assessment. After an assessment, unless a student is authorized to self-carry and self-administer as described in Section VI, all medication, medication refills, and medication delivery devices and equipment, (e.g. nebulizers or inhalers) must be properly stored in the school. Non-prescription medication must be brought in with the manufacturer's original label with the ingredients listed and the student's name and date of birth affixed to the container.
  - <u>Non-Emergency</u>: The school must maintain non-emergent student medications in a locked location accessible to the Nurse, the Principal, and Principal Designees. Medications requiring refrigeration must be kept in a locked refrigerator separate from food products. At all times, the Principal and Principal Designee must have knowledge of and access to all storage units where medication is kept. Additionally, regulated medications will be locked and counted per nursing guidelines, unless exempted as an emergency medication.
  - <u>Emergency</u>: The school must maintain all emergency medications that are not self-carried in a designated secure but unlocked location that is accessible to all school personnel during school hours; including but not limited to school drills. During emergencies or drills, it is the Principal's and the Principal Designee's responsibility to ensure that all emergency medications are accessible to the student.
- C. <u>Medication Administration</u>: Only a Nurse may administer medications with the exception of those medications given in emergencies or those covered within the scope of a delegated care aide. A Registered Nurse may delegate a non-nurse school personnel to medicate a student. Delegated medications are limited to those that can be given by mouth, topically (applied to the skin or mucous membranes), transdermally (through the skin as a patch), or subcutaneously (under the upper layer of the skin).
- D. <u>Changes in Medication</u>: Any medication changes including but not limited to the dosage, route, medication or administration times, require the parent/guardian to submit a prescription or new written orders from the student's medical provider.
- E. <u>Discontinuing Medication</u>: If a medication is to be discontinued, the parent/guardian must submit written notification from the student's medical provider. Without the aforementioned notification, a 504/IEP meeting must be convened to evaluate the need and consider discontinuing the administration of medication during school hours.
- F. End of School Year Medication Removal: At the end of the school year or the end of the medication course, procedure and/or treatment regimen, the student's parents/guardians will be responsible for retrieving any unused medication. If the parent/guardian does not pick up the medication by the end of the last day of the academic school year, the Nurse will dispose of the medication(s) in accordance with the nursing guidelines and provide parent/guardian notification after the medication has been disposed.
- G. <u>Medication Logs</u>: The Nurse, Principal or Principal Designee providing medication(s) to a student or monitoring a self-administration will log each time medication is given or self-administered during school hours or during school-sponsored activities. For students authorized to carry and self-administer their medication, the student must log each time medication is administered during school hours and shall deliver such logs to the Nurse, Principal or Principal designee on a specified schedule. Medication logs shall be incorporated into the student's health record on a yearly basis. The Nurse will monitor medication logs of the student's medication regimen per nursing guidelines.

# VI. AUTHORIZATION TO CARRY AND SELF-ADMINISTER MEDICATION

A. Students may carry and self-administer their medications during school hours with parent/guardian consent and a current prescription on file. Parent/Guardian shall submit the requisite self-administration authorization(s) using the form(s) established by the Chief Health Officer or designee and will be used to develop the student's 504/IEP. In this authorization form, the parent/guardian of the student must sign a statement that:

- a. acknowledges that the District and its employees and agents are to incur no liability or professional discipline, except for willful and wanton conduct (actual or deliberate intention to cause harm or which, if not intentional, shows an utter indifference for the safety of others), as a result of any injury arising from the administration medication regardless of whether the authorization was given by the student's parent/guardian or by the student's medical provider and;
- b. indemnifies and holds harmless the District and its employees and agents against any claims, except a claim based on willful and wanton conduct, arising out of the authorization outlined in this policy regardless of whether the authorization was given by the student's parent/guardian or by the student's medical provider.
- B. If the above conditions (Section V.A) have been met, a student may carry the following medications and supplies on their person:
  - 1. Rescue Asthma Inhalers;
  - Epinephrine auto-injectors and/or a single dose of antihistamine (as a rescue), as outlined in their 504/IEP to treat life-threatening allergies;
  - 3. Diabetes testing device, supplies, insulin, and rescue glucagon;
  - 4. Epilepsy supplies, equipment, and seizure rescue medications as outlined in their 504/IEP.
- C. When the required authorization is received, the requirements of Section V. B & C do not apply, however, students may be subject to the record-keeping requirements set out in Section V.G. In the event that rescue medication is both self-carried and self-administered the student must immediately notify school personnel to begin the process outlined in Section V.
- D. In compliance with the Illinois School Code, the District, and its employees and agents, including a medical provider placing a standing protocol or prescription for district-issued epinephrine auto-injector, are to incur no liability or professional discipline, except for willful and wanton conduct (actual or deliberate intention to cause harm or which, if not intentional, shows an utter indifference for the safety of others), as a result of any injury arising from the administration of medication, use of a district-issued epinephrine auto-injector regardless of whether authorization was given by the student's parents or guardians or by the student's medical provider.

# VII. EMERGENCY USE OF STOCK EPINEPHRINE AUTO-INJECTORS

In compliance with the Illinois Emergency Epinephrine Act:

- A. <u>Authorizations</u>:
  - 1. The Nurse or trained school personnel may administer a stock epinephrine autoinjector
    - a. while in the school building,
    - b. while at a school-sponsored activity,
    - c. while under the supervision of school personnel, or
    - d. before or after normal school activities on school property.
  - 2. The Nurse or trained school personnel are authorized to provide stock epinephrine auto-injectors when authorized under a student's Health Care Action Plan, Illinois Food Allergy Emergency Action Plan and Treatment Authorization Form, or 504/IEP to administer an epinephrine auto-injector to the following:
    - a. To the student for self-administration or;
    - b. authorized school personnel to administer to the student.
  - 3. When a person does not have an epinephrine auto-injector or a student does not have a prescription for an epinephrine auto-injector on file, the Nurse or trained personnel may utilize stock epinephrine if they believe in good faith that the person is having an anaphylactic reaction. Stock epinephrine is made available under a standing protocol from a designated medical provider.
- B. <u>Supply and Use:</u> Stock epinephrine will be supplied to schools by the District. Schools must maintain, use, and replace the supply of stock epinephrine auto-injectors as instructed by the Chief Health Officer or designee. School personnel must submit an incident report within 24 hours of administration when the stock epinephrine auto-injector is used.
- C. <u>No Liability:</u> When a Nurse or trained school personnel injects a stock epinephrine autoinjector to a student whom the Nurse or trained school personnel in good faith believes is having an anaphylactic reaction, despite the lack of notice to the parent/guardian of the student or the absence of the parent/guardian signed statement acknowledging no liability, except for willful and wanton conduct (actual or deliberate intention to cause harm or which, if not intentional, shows an utter indifference for the safety of others), the District and its employees and agents, including a medical provider providing standing protocol or prescription for stock epinephrine auto-injector, are to incur no liability or professional discipline except for willful and wanton conduct as a result of any injury arising from the use of a stock epinephrine auto-injector regardless of whether authorization was given by the student's parent/guardian or by the student's medical provider.

#### VIII. EMERGENCY RESPONSE

If emergency response measures outlined in a student's Emergency Action Plan are undertaken but not effective, 911 will be called. School personnel shall remain with the student at all times during a medical emergency or perceived medical emergency. If a student is transported to a hospital, a full-time non-nurse school personnel must accompany the student until the parent/guardian or emergency contact arrives. The school must complete an incident report in all instances when emergency response measures are activated or other emergency health issues occur.

#### IX. MEDICATION-RELATED TRAINING REQUIREMENTS

- A. <u>Asthma Training:</u> Annually, all school personnel shall complete an in-service training program on the prevention and management of asthma in the school setting, as well as, emergency response, as specified in the Board's Chronic Conditions Management Policy.
- B. <u>ADHD Training</u>: At least once every two (2) years, certified school personnel and administrators shall complete an in-service training program on current best practices regarding the identification and treatment of attention deficit disorder and attention deficit hyperactivity disorder, the application of non-aversive behavioral interventions in the school environment, and the use of psychotropic or psychostimulant medication for school-age students.
- C. <u>Allergy Training</u>: Annually, school personnel shall complete an in-service training program on the management and prevention of allergic reactions including training related to the administration of an epinephrine auto-injector as specified in the Board's Chronic Conditions Management Policy.
- D. <u>Diabetes Training</u>: Annually, school personnel shall complete an in-service training program on the management of students with diabetes as specified in the Board's Chronic Conditions Management Policy.
- E. <u>Seizure Training</u>: Annually, all school personnel shall complete an in-service training program on first aid and emergency management of seizures in schools, as specified in the Board's Chronic Conditions Management Policy.
- F. <u>Other Medication-Related Training</u>: The Principal, in consultation with the School Nurse, shall ensure that school personnel receive all other health-related and medication-related training required by the Illinois School Code.

#### X. GUIDELINES

The Chief Health Officer or designee is authorized to develop and implement guidelines, standards and procedures for the effective communication and implementation of this policy per Illinois School Code and state guidelines, including but not limited to standing protocols for the use of medical cannabis and stock epinephrine auto-injectors. Additional information and resources can be found on the Office of Student Health and Wellness website at cps.edu/oshw.

LEGAL REFERENCES: Medications Policy, 105 ILCS 5/10-20.14b; Self-administration and Self-Carry of Asthma Medication and Epinephrine Injectors and Administration of Undesignated Asthma Medication, 105 ILCS 5/22-30; Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 706 et seq. and 34 C.F.R. 100 et seq.; Medical Cannabis, 105 ILCS 5/22-33; and Administering Medication, 105 ILCS 5/10-22.21b.

# 20-0624-PO4

#### RESCIND BOARD REPORTS 12-0125-PO4 DIABETES MANAGEMENT POLICY 12-0125-PO3 ASTHMA MANAGEMENT POLICY 11-0126-PO2 FOOD ALLERGY MANAGEMENT POLICY AND ADOPT A NEW CHRONIC CONDITIONS MANAGEMENT POLICY

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

The Chicago Board of Education ("Board") rescind Board Reports 12-0125-PO4 (Diabetes Management Policy), 12-0125-PO3 (Asthma Management Policy), and 11-0126-PO2 (Food Allergy Management Policy), and adopt a new, comprehensive Chronic Conditions Management Policy.

**PURPOSE:** The purpose of this new policy is to comply and incorporate extensive changes required by medical and scientific developments, updates to the Illinois School Code and the Illinois Nurse Practice Act. The policy additionally promotes the health and well-being of students with chronic conditions (asthma, diabetes, allergies and/or seizures) through guidelines, protocols, and procedures required during school and school-related activities. This policy also outlines training requirements for all school personnel.

This policy seeks to mitigate the impact of various health inequities on CPS students, staff, and families by ensuring safe and supportive environments for anyone experiencing chronic conditions. However, the Board recognizes that this policy does not address the root causes of said inequities (i.e. social determinants of health), which may disproportionately impact our greatest needs groups.

#### POLICY TEXT:

# i. DEFINITIONS

Allergy: An inappropriate immune response that is reproduced upon exposure to a substance. References to food allergies herein shall also include food intolerances that may affect a student's ability to participate in school or school activities.

Anaphylaxis (Life-threatening Allergic Reaction): An acute allergic reaction to an antigen (including but not limited to a bee sting, food, environmental substances) to which the body has become hypersensitive that results in respiratory/cardiac distress or arrest unless emergency intervention is immediate.

Asthma: A chronic health condition of the lungs that causes cough, wheezing, shortness of breath or other breathing difficulties by obstructing airflow.

Authorization: When the District transfers its authority (power or right to give orders, make decisions and enforce compliance) to perform a specific task or intervention in a specific situation to an individual. Examples of authorization include but are not limited to a principal authorizing a school clerk to enter immunization data or the role of a Delegated Care Aide.

**Chronic Health Condition:** Physical or mental conditions that require greater than six months of monitoring and/or management to control symptoms and to shape the course of the disease. Students with chronic conditions may qualify for an IEP or 504 Plan.

**Delegation:** When a Registered Nurse transfers to a specific individual the authority to perform a specific nursing task or intervention in a specific situation according to details outlined by the Illinois Nurse Practice Act.

**Diabetes (DM)**: Includes diabetes mellitus, (type 1, type 2 and gestational): a group of diseases that affect how the body makes, releases, or uses sugar (glucose).

**Diabetes Delegated Care Aide (DmDCA)**: A volunteer, full time, non-nurse CPS staff member who completes annual specialized training to assist students with diabetes management.

Epilepsy: Chronic neurological disorder characterized by recurrent (2 or more) unprovoked seizures. Often called seizure disorder.

**Emergency Action Plan (EAP):** Is a written document that facilitates and organizes the actions schools take during emergencies. This can be student-specific or provide general guidance during emergencies.

**Individualized Educational Plan (IEP)**: A unique, formal, written document that specifies the program of support, services, and instruction for a student who has an identified disability covered by the Individuals with Disabilities Education Act (IDEA).

Medical Provider: A Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN), or Physician Assistant (PA).

**Medication:** Any active ingredient intended to provide pharmacological activity or other direct effects on the prevention, treatment, mitigation, or cure of disease or to affect the structure or any function of the human body. In this policy, medication includes all manufactured, compounded, natural, herbal or synthetic drugs and remedies, prescribed or over the counter (OTC) substances; vitamins, minerals, nutritional/dietary supplements, energy boosters; and any other medical treatments-- allopathic, homeopathic, alternative; or any treatments or substances pharmacological, immunological or metabolic. This also includes all formats (aerosols, pills, liquids, creams, oils or ointments) and routes of delivery: oral, rectal, topical, inhaled, intranasal, injected or via pump-- external or implanted.

**Emergency Medication:** Substance used to avert an urgent or life-threatening health event. The use of an emergency medication must trigger an immediate 911 call.

**Regulated Medications:** Drugs and other substances that are considered controlled substances under the Controlled Substances Act.

**Nurse**: A staff member or contractor who holds a nursing license with the Illinois Department of Finance and Professional Regulation and is held to the guidelines of the Illinois Nursing Practice Act.

School Nurse (CSN-PEL): A Registered Nurse who has completed course work for a certified school nurse (CSN) and holds the corresponding Illinois Professional Educator License (PEL) under the Illinois State Board of Education.

Health Service Nurse (HSN): A Registered Nurse.

Licensed Practical Nurse (LPN): A licensed practical nurse who works under the delegation of a registered nurse.

**Parent/Guardian:** A person with legal authority to care for and protect the personal needs and interests of a minor. For the purposes of this policy, the rights of the parent/guardian are transferred to an emancipated minor or students 18 and older.

School Hours: The official, published times during which a school is in operation.

School Personnel: All staff including teachers, dining staff, safety and security, engineers, school dining staff, coaches, transportation staff, related service providers, paraprofessionals, and, substitutes, other school staff who serve, supervise, manage, monitor, administer, or work with students during CPS-sponsored activities (e.g. classes, recess, extra-curricular activities, field trips, sports, before and after school programs).

**School Principal:** The primary authority over the teachers, staff, curriculum and professional development with a focus on student learning, safety, and health.

Seizure: A brief, excessive discharge of electrical activity in the brain that can alter movement, sensation, behavior, and/or awareness.

Seizure Delegated Care Aide (SzDCA): A full time, non-nurse CPS staff member who completes annual specialized training to assist students with a seizure disorder.

**504 Plan (504):** A formal written document developed by a school to provide students with disabilities the accommodations they need to access their learning environment. Implementation of this document is intended to prevent discrimination and to protect the rights of students with disabilities in school as defined by Section 504 of the Rehabilitation Act.

#### II. SCOPE

This policy applies to all students in all schools regardless of whether the school has any current students identified with asthma, diabetes, allergies or seizure disorder.

#### III. 504 PLAN/IEP

<u>Nursing Role</u>: Nurses are assigned to schools by the district to provide assessment and planning of health care for students so they may access learning. A registered nurse works in collaboration with the Principal to address the health needs of students with acute or chronic conditions for school attendance. Nursing service provision is determined by Assessment (interview, observation, and record review), Planning, Implementation, and Evaluation which is encompassed in the 504/IEP for each student where care is deemed necessary to attend and participate in learning.

<u>Plan Updates</u>: 504/IEPs are updated annually. In the event the parent/guardian furnishes new written medical orders by a medical provider that include changes to the medical management of the student's asthma, allergy, or diabetes the 504/IEP will be updated to address the new information.

<u>Plan Dissemination</u>: Those portions of the student's 504/IEP relevant to asthma, allergy, diabetes management and/or seizures, including but not limited to the Healthcare Plan, Emergency Action Plan and emergency medications, must be disseminated (by Principal or Principal Designee) to all school personnel who supervise the student during the school day and at school-sponsored activities, or are responsible for the provision of food to the student or supervision of the student during provision of school meals and snacks. This plan must be distributed at the beginning of each school year, upon school entry, or for newly diagnosed students, and whenever the 504/IEP is revised.

Non-Cooperation: Non-cooperation is defined as when the parent/guardian of a student with a known or suspected condition is not in agreement with and/or does not assist the school with an evaluation or implementation of an appropriate 504/IEP, does not provide the documentation required to offer a 504/IEP, or refuses to supply the school with medications and supplies required to manage the student's condition in school. Families can contact the Office of Student Health and Wellness (OSHW) Hotline (773-553-KIDS) for assistance with public benefits or to connect with a medical provider.

If the parent/guardian of a student with a known or suspected asthma, allergy, diabetes or seizures is not in agreement with and/or does not assist the school with an evaluation or implementation of an appropriate 504 Plan or provide the documentation required to offer a 504 Plan, the school must implement a simple Emergency Action Plan (EAP) stating to call 911 immediately upon recognition of symptoms. The school must send a written notification to the parent/guardian of the student's EAP and contact the parent/guardian if the EAP is activated.

#### IV. ASTHMA MANAGEMENT

A. <u>Request for Asthma Information</u>: In order to plan effectively for asthma management at school, parents/guardians must notify the school promptly upon a student's diagnosis. At least annually at the beginning of each school year or upon diagnosis during the school year, parents/guardians must notify schools of their student's asthma diagnosis and management plan. The Chief Health Officer or designee must make medical information forms available to schools for this purpose.

- B. <u>Parent/Guardian Role</u>: When a parent/guardian reports that their student has been diagnosed with asthma, the school must request and the parent/guardian must provide the following:
  - a. Physician's Report on Child with Asthma form or Asthma Action Plan, completed and signed by the student's medical provider;
  - b. A description of the student's asthma history, including triggers and warning signs;
  - Written consent to administer or self-administer medications during the school day, as applicable in accordance with the Board's Administration of Medication Policy;
  - Any medications necessary to prevent or treat an asthma-related emergency per the Board's Administration of Medication Policy or any replacement medication after use or expiration that matches the original medical provider's orders;
  - e. Current emergency contact information and prompt notice of any updates.

The school may also request that the parent/guardian provide the following:

- f. Written consent to share diagnosis and other information with school personnel;
- g. Written authorization to exchange detailed medical information on the student's
- condition with the student's medical provider;
- A description of the student's emotional response to the condition and the need for intervention from the student's medical provider;
- Recommendations on developmentally-appropriate ways to include the student in planning or care and implementing their 504 Plan or Individualized Education Plan (IEP) from the student's medical provider.
- C. <u>504/IEP Plan Establishment</u>: Every student with medical provider-documented asthma must be offered a 504 Plan to address the prevention of asthma symptoms and daily management of asthma while in school and at school events. In the event the student has an IEP, the IEP must address the prevention of asthmatic reactions and daily management. The registered nurse must review submitted documents to create an Asthma Individualized Healthcare Plan, after an assessment interview/observation and record review is completed to determine care for student health during the school day. For students requiring asthma medication outside of school hours, the registered nurse in consultation with the parent must determine if accommodations are necessary which require a 504 to manage the child's asthma or prevent reactions during school hours. If a parent/guardian disagrees with their student's 504 or IEP, the school must provide the parent/guardian their Procedural Safeguards, which outlines their rights.
- D. Administration and Self-Administration of Asthma Medications
  - a. The administration of asthma-related medications and devices to deliver them (e.g. inhalers, nebulizers) at school are subject to the authorization and documentation requirements set out in the Board's Administration of Medication Policy.
  - b. <u>Administration by a nurse</u>: Students may receive asthma medication during school hours either when administered by the nurse or delegated by the registered nurse.
  - c. <u>Self-Administration</u>: The Administration of Medication Policy requires the written consent of the parent/guardian for a student to carry and self-administer their asthma medications during the school day. In the event that the student's medical provider determines that it is inappropriate for any reason for the student to self-administer their asthma medication, the parent/guardian must provide those medical provider orders along with the updated prescribing information to the school.

# V. DIABETES MANAGEMENT

- A. <u>Request for Diabetes Information</u>: In order to plan effectively for diabetes management at school, parents/guardians must notify the school promptly upon a student's diabetes diagnosis. At least annually at the beginning of each school year or upon diagnosis during the school year, parents/guardians must notify schools of their student's diabetes diagnosis and management plan. The Chief Health Officer or designee must make medical information forms available to schools for this purpose.
- B. <u>Parent/Guardian Role</u>: When a parent/guardian reports to a school that their child has been diagnosed with diabetes, the school must request and the parent/guardian must provide the following:
  - a. Physician's Report on Child with Diabetes form or Physician's Diabetes Care Plan completed and signed by the student's medical provider;
  - b. A description of the student's signs and symptoms of hyperglycemia and hypoglycemia;
  - Written consent to administer or self-administer medications during the school day, as applicable in accordance with the Board's Administration of Medication Policy;
  - Any medications necessary to manage diabetes per the Board's Administration of Medication Policy and any replacement medication after use or expiration that matches the original medical provider's orders;
  - e. Diabetes emergency kit with prescribed glucagon, glucose tablets, water, etc.;
  - f. Current emergency contact information and prompt notice of any updates.

The school may also request that the parent/guardian provide the following:

- g. Written consent to share diagnosis and other information with school personnel;
- Written authorization to exchange detailed medical information on the student's condition with the student's medical provider;
- i. A description of the student's emotional response to the condition and the need for intervention from the student's medical provider;
- j. Recommendations on developmentally-appropriate ways to include the student in planning or care and implementing their 504 Plan or Individualized Education Plan (IEP) from the student's medical provider.

C. <u>504/IEP Plan Establishment:</u> Every student with medical provider-documented diabetes must be offered a 504 Plan to address the prevention of hyperglycemic/hypoglycemic (high or low sugar) events and daily management of diabetes while in school and at school events. In the event the student has an IEP, the IEP must address the prevention of hyperglycemia/hypoglycemia and daily management. The registered nurse must review submitted documents to create a Diabetes Individualized Healthcare Plan, after an assessment interview/observation and record review is completed to determine care for student health during the school day. If a parent/guardian disagrees with their student's 504 or IEP, the school must provide the parent/guardian their Procedural Safeguards, which outlines their rights.

The 504/IEP must include the following:

- a. Consent for diabetes delegated care aide (DmDCA) (role outlined in section V.E below).
- b. Diabetes Individualized Healthcare Plan which consists of:
  - Procedures regarding when and how a school DmDCA must consult with the school nurse, or health care provider to confirm that an insulin dosage is appropriate,
  - ii. A blood glucose monitoring regimen and a uniform record of glucometer readings and insulin administered during the school day,
  - Specification about where medication, including emergency medication, is kept at school and how it is to be used during the school day, while traveling to and from school, during school activities or events, while on field trips, and during emergencies."
- c. "Physician's Diabetes Care Plan," including the "Emergency Diabetes Action Plan," must be attached to the 504/IEP.

#### D. Administration and Self-Administration of Diabetes-Related Medication

The administration of diabetes-related medications and devices to deliver them at school are subject to the authorization and documentation requirements set out in the Board's Administration of Medication Policy.

- a. <u>ADMINISTRATION BY NURSE OR DIABETES DELEGATED CARE AIDE (DMDCA):</u> Students may receive diabetes medication during school hours or during school sponsored activities either when administered by the nurse or delegated by the registered nurse, or by the DmDCA.
- <u>SELF-MANAGEMENT</u>: A student who is authorized by their 504/IEP to self-manage their diabetes care must be permitted, when specified by their medical provider, to do the following:
  - i. Check blood glucose when and wherever needed;
  - ii. Administer insulin;
  - iii. Treat high or low blood sugar levels and otherwise attend to the care and management of their diabetes by carrying on their person at all times the supplies and equipment necessary to do so.
- c. <u>LIABILITY</u>: Parent/Guardian must submit the required authorization using the forms established by the Chief Health Officer or designee and will be used to develop the student's 504/IEP. In this authorization form, the parent/guardian of the student must sign a statement that:
  - i. acknowledges that the District and its employees and agents are to incur no liability or professional discipline, except for willful and wanton conduct (actual or deliberate intention to cause harm or which, if not intentional, shows an utter indifference for the safety of others), as a result of any injury arising from the administration medication regardless of whether the authorization was given by the student's parent/guardian or by the student's medical provider and;
  - ii. indemnifies and holds harmless the District and its employees and agents against any claims, except a claim based on willful and wanton conduct, arising out of the authorization outlined in this policy regardless of whether the authorization was given by the student's parent/guardian or by the student's medical provider.

A student who self-manages their diabetes as outlined in their 504 /IEP is not waived from the requirements of this policy including the requirement of a DmDCA.

#### E. Diabetes Delegated Care Aide

This section only applies to schools with enrolled students who have been diagnosed with diabetes by a medical provider.

- i. <u>Duties:</u> The Illinois Care of Students with Diabetes Act permits any non-nurse school personnel to serve as a diabetes delegated care aide (DmDCA) to assist a student with diabetes when the nurse is not in the building or not available. The DmDCA shall perform the duties and tasks necessary to assist a student with diabetes in accordance with the student's 504/IEP. Events beyond the accommodations outlined in the student's 504/IEP must be escalated to the registered nurse for clarification.
- ii. <u>Identification:</u> The Principal must ensure that a DmDCA, authorized by the parent/guardian and the Principal, is identified for each student with diabetes. If the school personnel does not agree to serve as a student's DmDCA, or if the parent/guardian does not authorize the DmDCA, the Principal must follow the procedures outlined in the CPS Diabetes Management Guidelines.

iii. <u>Training</u>: The DmDCA must complete training provided by the Chief Health Officer or designee to perform the tasks necessary to assist a student with diabetes when the nurse is not in the building or not available when needed, in accordance with their 504/IEP. The Office of Student Health and Wellness must establish an in-service training program that complies with the Illinois School Code.

DmDCA training shall provide adequate education such that the DmDCA can:

- 1. Check blood glucose and record results;
- 2. Recognize and respond to the symptoms of high or low blood sugar
- Assist student with carbohydrate counting and correction insulin dosing per the student's 504/IEP;
- Administer insulin according to the student's 504/IEP and keep a record of the amount administered; and
- 5. Respond in an emergency, including glucagon administration and calling 911.

The Office of Student Health & Wellness must provide an initial training by a medical provider with expertise in diabetes or a certified diabetes educator and be consistent with the guidelines provided by the U.S. Department of Health and Human Services guide entitled "Helping the Student with Diabetes Succeed." Training derived from evidence-based guidelines must be provided annually. Training may be individualized in consultation with the parent/guardian or medical provider as needed.

# VI. ALLERGY MANAGEMENT

- A. <u>Request for Allergy Information</u>: In order to plan effectively for allergy management at school, parents/guardians must notify the school promptly upon a student's diagnosis. At least annually at the beginning of each school year or upon diagnosis during the school year, parents/guardians must notify schools of their student's allergy diagnosis and management plan. The Chief Health Officer or designee must make medical information forms available to schools for this purpose.
- B. <u>Parent/Guardian Role</u>: When a parent/guardian reports that their student has been diagnosed with an allergy, the school must request and the parent/guardian must provide the following:
  - a. Physician's Report on Child with Food Allergies form or Allergy Action Plan, completed and signed by the student's medical provider;
  - b. A description of the student's allergy history, including triggers and warning signs;
  - c. Written consent to administer or self-administer medications during the school hours,
  - as applicable in accordance with the Board's Administration of Medication Policy;
  - Any medications necessary to prevent or treat an allergic reaction per the Board's Administration of Medication Policy or any replacement medication after use or expiration that matches the original medical provider's orders;
  - . Current emergency contact information and prompt notice of any updates.

The school may also request that the parent/guardian provide the following:

- f. Written consent to share diagnosis and other information with school personnel;
- g. Written authorization to exchange detailed medical information on the student's condition with the student's medical provider,
- Healthcare Provider Food Substitution form when a student requires meal substitution signed by the student's medical provider;
- A description of the student's emotional response to the condition and the need for intervention from the student's medical provider;
- Recommendations on developmentally-appropriate ways to include the student in planning or care and implementing their 504 Plan or Individualized Education Plan (IEP) from the student's medical provider.
- C. <u>Suspected Allergies</u>: In the event any school personnel suspects that a student has an allergy, they must inform the School Nurse or Health Services Nurse. Under the guidance of the registered nurse, the school must provide the parent/guardian with written notification and request for the student to be evaluated by a medical provider.
- D. <u>504 Plan/IEP Establishment</u>: Every child with a medical provider-documented allergy that may affect the student's ability to participate in school or school activities must be offered a 504 Plan to address the prevention and management of allergic reactions while in school and at school events. In the event the student has an IEP, the IEP must address the prevention and management of allergic reactions while in school events. The registered nurse will review submitted documents to create an Allergy Healthcare Plan, after an assessment interview/observation and record review is completed to determine care for student health during the school hours. The plan should include, but not be limited to, allergen exposure risk reduction, emergency response during the school day, while traveling to and from school, during school-sponsored events and while on field trips. Any meal substitution requirements must be coordinated with the CPS Department of Nutrition Support Services. The 504/IEP must also include an allergy Emergency Action Plan (EAP). If a parent/guardian disagrees with their student's 504 or IEP, the school must provide the parent/guardian their Procedural Safeguards, which outlines their rights.

E. Administration and Self-Administration of Allergy Medications

The administration of allergy-related medications and devices (such as: epinephrine autoinjectors) to deliver these medications at school are subject to the authorization and documentation requirements set out in the Board's Administration of Medication Policy.

- a. <u>Administration of Emergency Medications:</u> Any school personnel who have completed mandatory training on allergy management and the use of an epinephrine auto-injector may administer the emergency medication if they believe, in good faith, that the student is experiencing a life-threatening allergic reaction.
- b. <u>Self-Administration</u>: The Medication Policy requires the written consent of the parent/guardian for a student to carry and self-administer their allergy medications during the school hours. In the event that the student's medical provider determines that it is inappropriate for any reason for the student to self-administer their allergy medication, the parent/guardian must provide those medical provider orders along with the updated prescribing information to the school.

#### F. PREVENTING EXPOSURE TO KNOWN ALLERGENS

a. <u>School-Wide Exposure Prevention Measures</u>: Based on allergy information provided by parents/guardians, the school must annually, at the beginning of each school year (or upon official notification during the school year by the parent/guardian) identify the common and specific allergens that require school-wide management and risk reduction. The prevention, recognition, and planning includes, but is not limited to, high-risk locations and situations that increase the risk for allergen exposure for students with allergies. The principal or principal designee must assemble a multi-disciplinary team to undertake school-wide allergen risk prevention and the management of the individual health needs of the students with life-threatening allergies. The team should utilize best practices outlined in the CPS Allergy Guidelines. Plans to reduce risks of allergen exposure may include parent/guardian notification that certain food items are restricted from a classroom; however, school buildings shall not be labeled "allergen-free." Allergen-free labels create a false sense of security and reduce vigilance. Perfect and immutable protection is unachievable.

The principal must ensure that protocols to prevent exposure do not result in the exclusion or segregation of students from school activities solely based on their allergies.

The principal must ensure that protocols and measures are updated during the school year to reflect newly enrolled students with allergies or new allergy diagnoses among current students.

- b. In alignment with the Healthy Snack and Beverage Policy, no home-baked or home-cooked items may be served or sold to students as a part of a school function during school hours.
- c. <u>Food Services</u>: The principal shall consult with the Office of Student Health and Wellness and the Department of Nutrition Support Services to determine what school-wide food service accommodations, if any, are recommended.
- d. <u>School Personnel with Allergies</u>: School personnel with diagnosed allergies who wish to document their allergies, request a workplace modification, or an emergency plan are encouraged to contact the District's American with Disabilities Act Compliance Office ("ADA Office") pursuant to the Board's Americans with Disabilities Act Policy.

#### VII. SEIZURE MANAGEMENT

- A. <u>Request for Seizure Information</u>: In order to plan effectively for seizure management at school, parents/guardians must notify the school promptly upon a student's diagnosis. At least annually at the beginning of each school year or upon diagnosis during the school year, parents/guardians must notify schools of their student's seizure diagnosis and management plan. The Chief Health Officer or designee must make medical information forms available to schools for this purpose.
- B. <u>Parent/Guardian Role</u>: When a parent/guardian reports that their student has been diagnosed with seizures, the school must request and the parent/guardian must provide the following:
  - a. Physician's Report on Child with Neurological Disorder form or Seizure Action Plan completed and signed by the student's medical provider
  - b. A description of the student's seizure type, frequency, time, and triggers;
  - c. Written consent to administer or self-administer medications during the school day, as applicable in accordance to the Board's Administration of Medication Policy;
  - d. Any medications or medical devices necessary to prevent or treat seizures per the Board's Administration of Medication Policy or any replacement medication after use or expiration.
  - e. Current emergency contact information and prompt notice of any updates;

The school may also request that the parent/guardian provide the following:

- f. Written consent to share diagnosis and other information with school personnel;
- g. Written authorization to exchange detailed medical information on the child's condition
- with the student's medical provider; h. A description of the student's emotional response to the condition and the need for
- intervention from the student's medical provider;
- i. Recommendations on developmentally-appropriate ways to include the student in planning or care and implementing their 504/IEP from the student's medical provider.

C. <u>504 Plan/IEP Establishment:</u> Every student with medical provider documented seizure disorder must be offered a 504 Plan to address the prevention and daily management of seizures while in school and at school events. In the event the student has an IEP, the IEP must address the prevention and daily management of the student's seizure disorder. The registered nurse will review submitted documents to create a Seizure Health Plan, after an assessment interview/observation and record review is completed to determine care for student health during the school day. If a parent/guardian disagrees with their student's 504 or IEP, the school must provide the parent/guardian their Procedural Safeguards, which outlines their rights.

The CPS Seizure Management Guidelines outline the necessary documentation to be submitted by the student's medical provider. The registered nurse may request additional information from the medical provider in order to create a Seizure Healthcare Plan. The 504/IEP shall include the following:

a. Seizure Health Plan,

- b. Consent for SzDCA (role outlined in section VII.E herein), if yes including,
  - i. include procedures regarding when a school SzDCA shall consult with the school nurse, parent/guardian or health care provider,
  - ii. address seizure-related medication administration and recording during the school day.
  - iii. address where medication, including emergency medication is located and emergency response plan during the school day, while traveling to and from school, during school-sponsored events and while on field trips. The student's Seizure Action Plan, signed by a medical provider, shall be attached to the 504/IEP.
- D. <u>Administration and Self-Administration of Seizure-Related Medication</u>: The administration of seizure-related medications and therapeutic devices at school are subject to the authorization and documentation requirements set out in the Board's Administration of Medication Policy.
  - a. <u>ADMINISTRATION BY NURSE OR SEIZURE DELEGATED CARE AIDE:</u> The administration of seizure-related medications at school is further subject to the documentation requirements set out in the Board's Administration of Medication Policy.
  - b. <u>SELF-MANAGEMENT:</u> A student who is authorized by their 504/IEP to self-manage their seizure care must be permitted, when specified by their medical provider to carry the supplies, equipment, and medication necessary to treat their epilepsy
  - c. <u>LIABILITY</u>: Parent/Guardian must submit the required authorization using the forms established by the Chief Health Officer or designee and will be used to develop the student's 504/IEP. In this authorization form, the parent/guardian of the student must sign a statement that:
    - i. acknowledges that the District and its employees and agents are to incur no liability or professional discipline, except for willful and wanton conduct (actual or deliberate intention to cause harm or which, if not intentional, shows an utter indifference for the safety of others), as a result of any injury arising from the administration medication regardless of whether the authorization was given by the student's parent/guardian or by the student's medical provider and;
    - ii. indemnifies and holds harmless the District and its employees and agents against any claims, except a claim based on willful and wanton conduct, arising out of the authorization outlined in this policy regardless of whether the authorization was given by the student's parent/guardian or by the student's medical provider.

A student who self-manages their seizure, as outlined in their 504 /IEP, is subject to the requirements of this policy including, but not limited to, the requirement of a SzDCA.

#### E. Seizure Delegated Care Aide

This section only applies to schools with a student diagnosed with seizures enrolled.

- a. <u>Duties:</u> The Illinois Seizure Smart School Act permits any non-nurse school personnel to serve as a seizure delegated care aide (SzDCA) to assist a student with implementing their seizure action plan when the nurse is not in the building or not available. The SzDCA shall perform the duties and tasks necessary to assist a student with epilepsy in accordance with the student's 504/IEP. Events beyond the accommodations outlined in the student's 504/IEP must be escalated to the registered nurse for clarification.
- b. <u>Identification</u>: The Principal or designee shall ensure that a SzDCA, authorized by the parent/guardian and the Principal, is identified for each student with epilepsy. If the school personnel does not agree to serve as a student's SzDCA, or if the parent/guardian does not authorize the SzDCA, the Principal shall follow the procedures outlined in the CPS Seizure Management Guidelines.
- c. <u>Training</u>: The SzDCA shall complete training provided by the Chief Health Officer or designee to perform the tasks necessary to assist a student with epilepsy when the nurse is not in the building or not available when needed, in accordance with their 504/IEP. The Office of Student Health and Wellness will establish an in-service training program that complies with the Illinois School Code.

SzDCA training shall provide adequate education such that the SzDCA can: i. Seizure recognition and first aid:

- Recognize and respond to a seizure per the students 504/IEP,
- iii. Administer anti-seizure medication according to the student's 504/IEP and keep a record of the amount administered; and
- Respond in an emergency, including administration of rescue medication and seizure first aid, and calling 911.

The Office of Student Health & Wellness shall provide an initial training by a medical provider with expertise in epilepsy and be consistent with the best practices provided by the Center for Disease Control and Prevention. Training derived from evidence-based guidelines will be provided annually. Training may be individualized in consultation with the parent/guardian or medical provider as needed.

#### VIII. EMERGENCY RESPONSE

In the event emergency response measures outlined in a student's Emergency Action Plan are undertaken but not effective, 911 must be called. School personnel shall remain with the student at all times during a medical emergency or perceived medical emergency. If a student is transported to a hospital, a full-time non-nurse school staff member shall accompany the student until the parent/guardian or emergency contact arrives. The school shall complete an incident report in all instances when emergency response measures are activated or another emergency health issue occurs.

- A. <u>Food Allergy Drills</u>: The principal must ensure that the School Emergency Management Plan includes provisions for students with food allergies including a response plan for incidents involving mass allergen exposure. The School Emergency Management Plan must incorporate provisions to practice allergy emergency protocols and procedures annually as part of the school-wide drill program. Food Allergy Drill guidelines will be outlined in the CPS Allergy Guidelines.
- B. <u>Emergency Use of Stock Epinephrine Auto-Injectors:</u> In accordance with the Illinois Emergency Epinephrine Act and the Board's Medication Policy:
  - a. Authorizations:
    - 1. The Nurse or trained school personnel may administer a stock epinephrine autoinjector
      - a. while in the school building,
      - b. while at a school-sponsored activity,
      - c. while under the supervision of school personnel, or
      - d. before or after normal school activities on school property.
    - The Nurse or trained school personnel are authorized to provide stock epinephrine auto-injectors when authorized under a student's Health Care Action Plan, Illinois Food Allergy Emergency Action Plan and Treatment Authorization Form, or 504 Plan to administer an Epi-Pen to the following:
      - a. To the student for self-administration or;
      - b. authorized school personnel to administer to the student.
    - 3. When a person does not have an epinephrine auto-injector or a student does not have a prescription for an epinephrine auto-injector on file, the Nurse or trained personnel may utilize stock epinephrine if they believe in good faith that the person is having an anaphylactic reaction. Stock epinephrine is made available under a standing protocol from a designated medical provider.
  - b. <u>Supply and Use:</u> Stock epinephrine will be supplied to a school by the District. Schools must maintain, use, and replace the supply of stock epinephrine auto-injectors as instructed by the Chief Health Officer or designee. School personnel must submit an incident report within 24 hours of administration when the stock epinephrine auto-injector is used.
  - c. <u>No Liability</u>: When a Nurse or trained school personnel injects a stock epinephrine auto-injector to a student whom the Nurse or trained school personnel in good faith believes is having an anaphylactic reaction, despite the lack of notice to the parent/guardian of the student or the absence of the parent/guardian signed statement acknowledging no liability, except for willful and wanton conduct (actual or deliberate intention to cause harm or which, if not intentional, shows an utter indifference for the safety of others), the District and its employees and agents, including a medical provider providing standing protocol or prescription for stock epinephrine auto-injector, are to incur no liability or professional discipline except for willful and wanton conduct as a result of any injury arising from the use of a stock epinephrine auto-injector regardless of whether authorization was given by the student's medical provider.

#### VIII. TRAINING

Annually, all school personnel must complete an in-service training program on the prevention, management, and emergency response for asthma, allergies, diabetes and seizures in the school setting and emergency response. The Office of Student Health and Wellness will establish an inservice training program that complies with the Illinois School Code, sections 2-3.148 and 10-22.39(e).

#### IX. GUIDELINES

The Chief Health Officer or designee is authorized to develop and implement asthma, allergy, diabetes management, and seizure guidelines, standards and procedures for the effective communication and implementation of this policy pursuant to the Illinois School Code and state guidelines. Additional information and resources can be found on the Office of Student Health and Wellness website at cps.edu/oshw.

LEGAL REFERENCES: Disability History and Awareness Campaign, 105 ILCS 5/2-3.148; In-service Training Programs (Anaphylactic Reactions and Management), 105 ILCS 5/10-22.39(e); Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §706 et seq. and 34 C.F.R. 100 et seq.; Americans with Disabilities Act (42 §§ U.S.C. 12101 et seq.); Care of Students with Diabetes Act 105 ILCS 145; Food Allergy Guidelines, 105 ILCS 5/2-3.148; Self-administration and Self-Carry of Asthma Medication and Epinephrine Injectors, 105 ILCS 5/2-30; Nurse Practice Act, 225 ILCS 65; Seizure Smart School Act, 105 ILCS 150; and Controlled Substances Act, 21 U.S.C. ofe § 812.

# 20-0624-RU1

#### ADOPT BOARD RULE 2-4.2 - EMERGENCY AUTHORITY IN THE EVENT OF A DECLARED STATE OF EMERGENCY ON AN INTERIM FINAL BASIS

#### THE GENERAL COUNSEL RECOMMENDS:

That the Board of Education adopt new "Board Rule 2-4.2 - Emergency Authority in the event of a Declared State of Emergency" on an interim final basis to enable the Board to continue to conduct essential business and to have the flexibility to respond to public emergencies consistent with the federal, state and local guidance, including but not limited to the national and state emergencies that have been declared with respect to the COVID-19 pandemic. Board Rule 2-4.2 was adopted on an interim basis at the March 25, 2020 Board Meeting and was subject to public comment from April 27, 2020 to May 26, 2020 (Board Report 20-0325-RU1).

#### ADOPT NEW BOARD RULE 2-4.2 ON AN INTERIM FINAL BASIS:

#### Sec. 2-4.2 Emergency Authority in the event of a Declared State of Emergency.

a) The Board President must adopt emergency guidelines for the conduct of Board business and meetings, including the manner of public participation at Board meetings, to permit the Board to conduct business when a national, state or local emergency is declared and the Board cannot convene a meeting in the usual manner and comply with federal, state or local emergency orders and guidelines, and/or ensure the safety of the public and staff. During any meeting convened under the emergency guidelines adopted under this subsection (a), the Board may modify, replace, or revoke any emergency guideline adopted by the Board President under this Rule if the proposed Board action satisfies the following:

1) the Board action permits the Board to conduct business in a manner that ensures public and staff safety; and

2) the Board action complies with all federal, state, and local requirements and guidance under the state of emergency.

b) If a national, state or local emergency is declared requiring immediate action by the District, the Board President may suspend any Board Rule, Policy, and Guidelines and adopt emergency guidelines to take measures consistent with local, state, and federal orders, guidelines, laws, and ordinances adopted or enacted to address and mitigate the emergency. The Board President may not use the emergency power under this subsection (b) to suspend Board Rules, Policies, or Guidelines regarding the conduct of Board business. The Board President may not use the emergency power under this subsection (b) if the Board President may not use the emergency power under this subsection (b) if the Board President may not use the emergency power under this subsection (b) if the Board may convene a Special Meeting under

Board Rule 2-2 in a manner consistent that protects the public health and safety and is otherwise consistent with the law. During any meeting convened after the adoption of the emergency guidelines under this subsection (b), the Board may modify, replace, or revoke any emergency guideline adopted by the Board President under this subsection (b) if the proposed Board action satisfies the following:

1) the Board action ensures the safety of students, the public, and District staff; and

the Board action complies with all federal, state, and local requirements and 2) guidance under the state of emergency.

Any Board Rules, Policies, and Guidelines that conflict with an emergency guideline c) adopted under these subsections (a) or (b) are suspended while the emergency guideline is in effect.

- d) The powers under this Rule expire at the earliest of the following:
  - 1) the expiration or termination of national, state, or local emergency declaration;

2) when the Board is able to conduct business in the usual manner and comply with local, state, and federal orders, guidelines, laws, and ordinances adopted or enacted to address and mitigate the existing emergency.

This Rule shall have retroactive application to March 17, 2020. All actions taken by the eì Board President pursuant to this Rule on or after March 17, 2020, to March 25, 2020, are expressly ratified and approved.

# 20-0624-EX1

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

# TRANSFER OF FUNDS Various Units and Objects

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

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

#### 1. Transfer from Daniel Hale Williams Prep School of Medicine to Early College and Career - City Wide

Rationale: CTE Department in preparation for the end of school year

Transfer From:

- Daniel Hale Williams Prep School of Medicine 55161
- 369 Title I - School Improvement Carl Perkins Commodities: Software Licenses (Instructional) 53307
- Medical Health Career Academy
- 148002 474567 Special Student Needs-C. Perkins Fv20

Amount: \$1,000

Amount: \$1,000

#### 2. Transfer from Theodore Roosevelt High School to Early College and Career - City Wide

Rationale: CTE Department in preparation for the end of school year

Transfer	From
ransier	rrom:

46271	Theodore Roosevelt High School
369	Title I - School Improvement Carl Perkins

53307	Commodities: Software Licenses (Instructional)
148002	Medical Health Career Academy

48002 474567 Special Student Needs-C. Perkins Fy20

#### Transfer To:

Transfer To

13727

57915

119035

474567

369

Early College and Career - City Wide Title I - School Improvement Carl Perkins 13727 369 57915 Miscellaneous - Contingent Projects Other Instruction Purposes - Miscellaneous

Early College and Career - City Wide

Title I - School Improvement Carl Perkins Miscellaneous - Contingent Projects

Other Instruction Purposes - Miscellaneous Special Student Needs-C. Perkins Fy20

- 119035 Special Student Needs-C. Perkins Fy20 474567

3. Transfer from Benito Juarez Community Academy High School to Early College and Career - City Wide

Rationale: CTE Department in preparation for the end of school year

Transfer From:

- 46421 Benito Juarez Community Academy High School 369
- Title I School Improvement Carl Perkins Commodities: Software Licenses (Instructional) 53307
- Medical Health Career Academy Special Student Needs-C. Perkins Fy20 148002
- 474567

Amount: \$1,000

Transfer To

- 13727 Early College and Career - City Wide Title I - School Improvement Carl Perkins Miscellaneous - Contingent Projects 369 57915
- 119035
- Other Instruction Purposes Miscellaneous Special Student Needs-C. Perkins Fy20 474567

29

#### 4. Transfer from Paul Laurence Dunbar Career Academy High School to Early College and Career - City Wide

Rationale: CTE Department in preparation for the end of school year

	Transfer I	From:	Transfer 1	Го:
	53021	Paul Laurence Dunbar Career Academy High School	13727	Early College and Career - City Wide
	369	Title I - School Improvement Carl Perkins	369	Title I - School Improvement Carl Perkins
	53307	Commodities: Software Licenses (Instructional)	57915	Miscellaneous - Contingent Projects
	148002	Medical Health Career Academy	119035	Other Instruction Purposes - Miscellaneous
	474567	Special Student Needs-C. Perkins Fy20	474567	Special Student Needs-C. Perkins Fy20
Amount:	\$1,000			

#### 5. Transfer from George Westinghouse College Prep to Early College and Career - City Wide

Rationale: CTE Department in preparation for the end of school year

Transfer From:

- 53071 369 George Westinghouse College Prep
- Title I School Improvement Carl Perkins Commodities: Software Licenses (Instructional)
- 53307
- 148002 474567 Medical Health Career Academy Special Student Needs-C. Perkins Fy20

Amount: \$1,000

#### 6. Transfer from Computer Science to Computer Science

Rationale: Transferring to equipment

Transfer From:

Indusier	From.
11405	Computer Science
115	General Education Fund
53306	Commodities: Software (Non-Instructional)
222209	Computer/Media Techonology Services
000000	Default Value

Amount: \$1,000

#### 7. Transfer from Pre-K - 12 Curriculum to George B Swift Elementary Specialty School

Rationale: Transfer of funds for book purchases

Transfer From:			
10814	Pre-K - 12 Curriculum		
115	General Education Fund		
53310	Commodities - Library Books		
221220	Library Automation		
000000	Default Value		

Transfer To:

Transfer To:

119035 474567

25571 George B Swift Elementary Specialty School 115 General Education Fund 53305 Instructional Materials (Non-Digital) 221220 Library Automation 000000 Default Value

 ransfer 10:

 13727
 Early College and Career - City Wide

 369
 Title I - School Improvement Carl Perkins

 57915
 Miscellaneous - Contingent Projects

 119035
 Other Instruction Purposes - Miscellaneous

 474567
 Special Student Needs-C. Perkins Fy20

Transfer To: 11405 Computer Science 115 General Education Fund 55005 Property - Equipment 221117 Computer Education 200000 Default Veha

000000 Default Value

Amount: \$1,000

8. Transfer from Pre-K - 12 Curriculum to William P Nixon Elementary School

Rationale: Transfer of funds for book purchases

Transfe	r From:	Transfer 1	۲o:
10814	Pre-K - 12 Curriculum	24681	William P Nixon Elementary School
118	General Education Fund	115	General Education Fund
53310	Commodities - Library Books	53305	Instructional Materials (Non-Digital)
221220	Library Automation	221220	Library Automation
000000	Default Value	000000	Default Value
Amount: \$1,000			

#### 9. Transfer from Pre-K - 12 Curriculum to Walt Disney Magnet Elementary School

Rationale: Transfer of funds for book purchases

Transfer From:		Transfer	Го:
10814	Pre-K - 12 Curriculum	29401	Walt Disney Magnet Elementary School
115	General Education Fund	115	General Education Fund
53310	Commodities - Library Books	53305	Instructional Materials (Non-Digital)
221220	Library Automation	221220	Library Automation
000000	Default Value	000000	Default Value

Amount: \$1,000

#### 2206. Transfer from Early Childhood Development - City Wide to Early Childhood Development - City Wide

Rationale: Transfer for budget closeout process

Transfer From: Transfer To:				•	
	ransier r		Transfer To;		
	11385	Early Childhood Development - City Wide	11385	Early Childhood Development - City Wide	
	362	Early Childhood Development	362	Early Childhood Development	
	54125	Services - Professional/Administrative	57940	Miscellaneous Charges	
	410001	Payment To Other Government Units	888888	Contingency Balancing Program	
	376671	State Preschool For All Age 0-3 Community Partnership	376671	State Preschool For All Age 0-3 Community	
		20		Partnership 20	
nt:	t: \$14,736,619				

Transfer To: 11385 Early Childhood Development - City Wide 362 Early Childhood Development 57940 Miscellaneous Charges

888888 Contingency Balancing Program 376673 State Preschool For All Age 3-5 Community

Transfer To: 46025 Construction of a replacement high school for Hancock

High School

Renovations

Default Value

Bond Series 2021

Capitalized Construction

451

56310

253508

000000

Partnerships Fy20

#### 2207. Transfer from Early Childhood Development - City Wide to Early Childhood Development - City Wide

Rationale: Transfer for budget closeout process

Transfer From:

11385	Early Childhood Development - City Wide
362	Early Childhood Development
54125	Services - Professional/Administrative
410001	Payment To Other Covernment Lipite

- 410001
   Payment To Other Government Units

   376673
   State Preschool For All Age 3-5 Community

   Partnerships Fy20
   Partnerships Fy20

Amount: \$15,463,381

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#### 2208. Transfer from Everett McKinley Dirksen Elementary School to Capital/Operations - City Wide

Rationale: Funds Transfer From Project# 2019-22871-ANX To Award# 2019-437-00-06 ; Change Reason : NA

Transfer From:		Transfer T	Transfer To:	
22871	Everett McKinley Dirksen Elementary School	12150	Capital/Operations - City Wide	
437	CIP Series 2018D	437	CIP Series 2018D	
56310	Capitalized Construction	56310	Capitalized Construction	
009531	Additions	253518	Annex	
000000	Default Value	000000	Default Value	

Amount: \$16,534,260

#### 2209. Transfer from Capital/Operations - City Wide to Construction of a replacement high school for Hancock High School

Rationale: Funds Transfer From Project To Award

Transfer	From:

Transfer F	rom:
12150	Capital/Operations - City Wide
451	Bond Series 2021
56310	Capitalized Construction
251392	Repairs & Improvements
000000	Default Value
000000	

Amount: \$20,982,244

Amount: \$31,473,366

2210. Transfer from Capital/Operations - City Wide to Construction of a replacement high school for Hancock High School

Rationale: Funds Transfer From Project To Award

Transfer From:		Transfer 1	Transfer To:	
12150	Capital/Operations - City Wide	46025	Construction of a replacement high school for Hancock	
			High School	
422	Series 2020A EBF	422	Series 2020A EBF	
56310	Capitalized Construction	56310	Capitalized Construction	
251392	Repairs & Improvements	253508	Renovations	
000000	Default Value	000000	Default Value	

# 2211. Transfer from Construction of a replacement high school for Hancock High School to Capital/Operations - City Wide

Rationale: Funds Transfer From Project To Award

Transfer From:			Transfer To:	
46025	Construction of a replacement high school for Hancock High School	12150	Capital/Operations - City Wide	
437	CIP Series 2018D	437	CIP Series 2018D	
56310	Capitalized Construction	56310	Capitalized Construction	
253508	Renovations	251392	Repairs & Improvements	
000000	Default Value	000000	Default Value	

Amount: \$52,455,611

#### APPROVE FINAL OPTION TO RENEW THE INTERGOVERNMENTAL AGREEMENT PROFESSIONAL LEARNING AND SCHOLARSHIPS WITH THE DEPARTMENT OF FAMILY & SUPPORT SERVICES (DFSS) – THE CITY OF CHICAGO

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

Approve the final option to renew the Intergovernmental Agreement (IGA) with the Department of Family and Support Services (DFSS) – the City of Chicago to provide professional learning and scholarships at a cost set forth in the compensation section of this report. A written option document is currently being negotiated. No payment shall be made to DFSS prior to the execution of the option document. 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:	Department of Family & Support Services – The City of Chicago 1615 W. Chicago Ave. Chicago, IL 60622 Cerathel Burgess-Burnett, Deputy Commissioner (312) 746-8545
USER:	Office of Early Childhood Education 42 W. Madison Street, Garden Level Chicago, IL 60602 Leslie McKinily, Deputy Chief Officer, Office of Early Childhood Education (773) 553-1939

**ORIGINAL AGREEMENT:** The original Agreement (authorized by Board Report 18-0228-EX2) in the amount of \$2,000,000 was for a term commencing March 1, 2018, and ending June 30, 2019, with the Board having two (2) options to renew for one (1) year. The Original Agreement was renewed for a one (1) year term commencing July 1, 2019 and ending June 30, 2020 (authorized by Board Report 19-0626-EX2.

**OPTION PERIOD:** The term of this agreement is being renewed for one (1) year commencing July 1, 2020, and ending June 30, 2021.

**OPTION PERIODS REMAINING:** There are no options remaining.

**DESCRIPTION:** In the past, Chicago Public Schools managed the Community Partnerships Program (CPP) and these services were under the guidance of the Office of Early Childhood Education. As of July 1, 2017, CPP transitioned under the Department of Family and Support Services (DFSS) and these services need to continue to be provided utilizing the Early Childhood Block grant that is allocated to Chicago Public Schools to DFSS.

**COMPENSATION:** DFSS shall be paid as set forth in the agreement. The estimated annual cost is \$1,000,000. The total amount authorized by this Board Report is \$1,000,000.

**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 the Chief Financial Officer to execute all documents required to administer or effectuate the agreement.

AFFIRMATIVE ACTION: Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services Contracts (MWBE Program), this contract is exempt as this agreement is for a not-for-profit organization.

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

FINANCIAL: Charge to the Office of Early Childhood Education Fiscal

Fiscal Year: 2021-22

Budget Classifications: 11385-362-54105-410001-TBD (\$1,000,000 - FY21-FY22) 11385-362-54105-410001-TBD

#### **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).

#### APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE DEPARTMENT OF FAMILY & SUPPORT SERVICES (DFSS) – THE CITY OF CHICAGO - COMMUNITY BASED ORGANIZATIONS

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an Intergovernmental Agreement (IGA) with the Department of Family and Support Services (DFSS) – the City of Chicago to provide support to approximately 102 agencies to service prenatal parents and birth to 5 years of age students at a cost set forth in the Compensation Section of this report. A written agreement is currently being negotiated. No payment shall be made to DFSS prior to the execution of the agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

AGENCY:	Department of Family & Support Services – The City of Chicago 1615 W. Chicago Ave. Chicago, IL 60622 Cerathel Burgess-Burnett, Deputy Commissioner (312) 746-8545
USER:	Office of Early Childhood Education 42 W. Madison Street, Garden Level Chicago, IL 60602 Leslie McKinily, Deputy Chief Officer, Office of Early Childhood Education (773) 553-1939

**DESCRIPTION:** The City of Chicago wants to continue its consolidation of the funding and oversight of community-based early childhood programming to DFSS, in accordance with the practice followed in predecessor grants (Board Report Nos. 17-0524-EX3; 18-0124-EX3; 18-0627-EX2; 18-1024-EX2; 19-0522-EX4; 19-0828-EX3). This IGA will continue to utilize the DFSS Children Services Division to perform administrative functions that were previously housed in CPS (community-based funding and capacity) accordingly to accommodate this new funding from the Early Childhood Block Grant.

**TERM:** The term of the agreement shall commence on July 1, 2020, and shall end on June 30, 2021. The agreement shall have five (5) options to renew for one (1) year periods each.

**COMPENSATION:** DFSS shall be paid as set forth in the agreement. The estimated annual cost not to exceed \$80,200,000. The total amount authorized by this Board Report is \$80,200,000.

**RESPONSIBILITIES OF THE PARTIES:** DFSS will use the monies to fund community-based organizations to implement early childhood programming under the Preschool For All (PFA) and Prevention Initiative (PI) for prenatal parents and children age birth to five; funds will be disbursed to community-based organizations to implement birth to age five programming. The context for services to children prenatal to age three will include home visiting and center-based program models and the service context for preschool children ages 3-5 will be the center-based program model. Furthermore, CPS will use best efforts to include the following concepts in the IGA:

#### Linguistic Diversity:

Beginning with school year 2021-2022, the IGA must include explicit conceptual language about how PI and PFA recognize emergent bilingual/multilingual development as a potential asset and not just as a risk factor. Recognizing the potential developmental and learning advantages associated with early bi/multilingual exposures must be specifically addressed with regard to supports for home language development, developmental screenings that take into consideration the contributions of all the languages children are exposed to, program quality benchmarks, parent education efforts, and program evaluation for both PI and PFA.

#### Data Sharing:

 DFSS shall provide reports to the CPS User sufficient to enable that User to provide an annual report to the Board with the data on birth to age five services as required for CPS' report to ISBE. The report from DFSS must reflect key details about the services funded by the Early Childhood Block Grant, including: actual family enrollment, actual child enrollment, funded family enrollment, funded child enrollment, actual participation of pregnant women, funded pregnant women, home visits, parent groups/sessions, and child hours of service.

#### Quality Monitoring:

DFSS shall provide reports to the CPS User sufficient to enable that User to provide an annual report to the Board that aggregates yearly results of the metrics specified in VI. Program Accountability and Improvement, including Attendance, Enrollment, Program Compliance, TS Gold Child Outcomes, and CLASS.

Collaboration:

- Beginning with school year 2020-2021, reports must be submitted by DFSS to the CPS User sufficient to enable that User to provide an annual report to the Board that estimates the number of PFA-eligible students by community area, network, race/ethnicity, English Learner status, and diverse learner status. The report from DFSS also must include sufficient information to enable that User, in collaboration with DFSS, to prepare and provide to the Board a plan that specifies how CPS and DFSS, in collaboration with Community-Based Organizations (CBOs), will meet this demand for the following school year. The DFSS report further must include information sufficient to enable the CPS User to address in its report to the Board the degree to which DFSS and CPS programs offer similar services to four and five year olds.
- In alignment with CPS' Equity Framework and the Spectrum of Inclusive Partnerships, CPS, within its oversight of DFSS, will actively promote consultation, involvement and collaboration with CBOs in PFA as specified in Section III-J, Community Collaboration of Exhibit A – Scope of Services.
- CPS will actively promote collaboration with partner institutions of Chicago Early Learning, including CPS, DFSS and the CBOs included in the IGA, to promote increased resources for additional outreach to support families through the application and enrollment process and improve the application process so that it is more accessible for families.

**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 documents required to administer or effectuate the agreement.

**AFFIRMATIVE ACTION:** Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is exempt as this agreement is an intergovernmental agreement.

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

FINANCIAL: Char	ge to: Office of Early Childhood Education	Fiscal Year: FY21
Budget Classification	s: 11385-362-54125-410001-376671 11385-362-54125-410001-376673	(\$80,200,000 FY21)

Future year funding is contingent upon budget appropriation and approval.

#### GENERAL CONDITIONS:

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

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

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

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

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

# 20-0624-FN1

#### AUTHORIZE PLACEMENT OF THE BOARD'S FY 2021 EXCESS LIABILITY AND PROPERTY INSURANCE PROGRAMS WITH VARIOUS INSURANCE COMPANIES THROUGH MESIROW INSURANCE SERVICES, INC.

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

Authorize Mesirow Insurance Services, Inc., (Mesirow) to place insurance policies on behalf of the Board for liability and property insurance programs in the aggregate amount not to exceed \$9,500,000 and at an annual premium cost not to exceed \$9,500,000, subject to the review and approval of the Treasurer or Chief Financial Officer. These placements will be arranged through Mesirow, the Board's insurance broker, which was selected on a competitive basis pursuant to former Board Rule 7-2. The policies of coverage constitute the contract between the Board and insurance carriers.

# INSURANCE BROKER:

USER:

Vendor# 84715 Mesirow Insurance Services, Inc. 353 N. Clark Street Chicago, Illinois 60654 Linda Price, Executive Vice President (312) 595-7260 Ownership: Alliant Insurance Services, Inc. - 100%

Finance Department/Risk Management 42 West Madison Street – 2nd Floor Walter M. Stock, Treasurer (773) 553-2795 **TERM:** The term of each insurance policy shall commence on July 1, 2020, and shall end on June 30, 2021.

# FINANCIAL:

Charge to Risk Management, Unit 12460 Fund 210. Total for FY21 not to exceed \$9,500,000.

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

# 20-0624-OP1

#### AMEND BOARD REPORT 20-0226-OP2 APPROVE LEASE WITH INVESCOMEX I, LLC FOR THE USE OF SPACE LOCATED AT 4628-36 SOUTH KEDZIE AVENUE FOR COLUMBIA EXPLORERS PRE-K PROGRAM

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve lease agreement with Invescomex I, LLC for use of space at 4628-36 S. Kedzie Avenue, Chicago, Illinois for use by the Columbia Explorers Pre-K program. A written agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event that a written agreement is not executed within 90 days of the date of this <u>amended</u> Board Report.

This June 2020 amended Board Report is necessary to revise the square foot and annual rent amounts.

LANDLORD: Invescomex I, LLC 5503 W. Cermak Rd. Cicero, IL 60804 Contact: Evelia Rodriguez Phone: 773.617.1192 / Email: eveliadulce@yahoo.com

LEASED PREMISES: 4628-36 S. Kedzie Ave, consisting of up to 5,000 square feet.

TERM: The term of the lease agreement shall commence no sooner than on March 1, 2020 and shall end on June 30, 2025.

**RENEWAL OPTIONS:** There shall be two 2-year options to renew, which can be exercised upon mutual agreement of both parties.

USE: To provide Pre-K space for Columbia Explorers Elementary School, located at 4520 S. Kedzie Ave.

**RENT:** The rent shall be <u>\$26.77</u> <del>\$25</del> per square foot <u>per year with a three percent (3%) annual increase</u> <u>during the Term.</u>, to be paid monthly (i.e., for 5,000 square feet the monthly rent is \$10,416.66 and the annual rent is <u>\$125,000</u>). This rent amount includes real estate taxes. <u>insurance</u> and common area maintenance expenses, including custodial services. <u>The total rent during the initial term is \$755,244.52</u>.

Rent shall be paid monthly as follows:

Lease Year (July 1- June 30 each year with exception of first year which is a 16- month period)	<u>Annual Rent</u>	Monthly Rent
March1, 2020 – June 30, 2021	<u>\$178,466.72</u>	<u>\$11,154.17</u>
July 1, 2021 – June 30, 2022	\$137,865.50	<u>\$11,488.79</u>
July 1, 2022 – June 30, 2023	<u>\$142,001.46</u>	<u>\$11,833.45</u>
<u>July 1, 2024 June 30, 2024</u>	<u>\$146,261.50</u>	<u>\$12,188.46</u>
<u>July 1, 2024 – June 30, 2025</u>	<u>\$150,649.34</u>	<u>\$12,554.11</u>

UTILITIES, MAINTENANCE AND JANITORIAL: Tenant shall be responsible for utilities (except water, from which CPS is exempt), which shall be separately metered for the Premises. Landlord shall deliver the HVAC equipment, plumbing and electric in good working order at the commencement of the lease. Tenant shall maintain the HVAC equipment, plumbing and electric throughout the term of the lease. Landlord shall be responsible for maintenance and repairs to the roof and the structure of the building and snow plowing.

**INSURANCE/INDEMNIFICATION:** Any and all insurance/indemnification language shall be negotiated by the General Counsel.

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 or his designee to execute any and all ancillary documents related to the lease agreement.

AFFIRMATIVE ACTION: Exempt

LSC REVIEW: Not applicable

FINANCIAL: The total not-to-exceed amount to be paid by the Board is \$755,244.52 \$666,666.64.

Charge to Real Estate:

March 1, 2020 – June 30, 2020	<u>\$44,616.68</u>
July 1, 2020 - June 30, 2021	<u>\$133,850.04</u>
July 1, 2021 – June 30, 2022	<u>\$137,865.50</u> <del>\$125,000</del> FY22
July 1, 2022 – June 30, 2023	<u>\$142,001.46</u>
July 1, 2023 – June 30, 2024	<u>\$146,261.50</u>
July 1, 2024 – June 30, 2025	<u>\$150,649.34</u>

#### **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).

#### APPROVE RENEWAL OF LEASE AGREEMENT WITH BROTHERS C&S, L.L.C. FOR USE OF SPACE AT 4014, 4024, AND 4028 WEST 59<sup>TH</sup> STREET FOR USE FOR PECK PRE-K PROGRAMMING

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve renewal of the lease agreement with Brothers C&S, L.L.C. to provide space for Peck Elementary School's Pre-K program. A written lease renewal agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease renewal agreement is not executed within 90 days. Information pertinent to this lease renewal agreement is stated below.

LANDLORD: Brothers C&S, L.L.C., 5618 West 95<sup>th</sup> Street Oak Lawn, IL 60453 Contact: Charles Dinolfo Phone: 708.398.6400 / Email: cdinolfo@c21affiliated.com

TENANT: Board of Education of the City of Chicago

PREMISES: 4014, 4024, and 4028 West 59<sup>th</sup> Street, consisting of a total of approximately 7,931 square feet.

USE: To provide Pre-K classrooms to Peck Elementary, located at 3826 West 59th Street.

**ORIGINAL LEASE AGREEMENT:** The original lease agreement (authorized by Board Report 15-0527-OP10) consolidated three prior separate leases for 4014, 4024 and 4028 West 59<sup>th</sup> Street into a single lease agreement for a term commencing July 1, 2015 and ending June 30, 2020. The consolidated lease agreement superseded the three prior separate leases and included one (1) option to renew for a period of five (5) years.

**RENEWAL TERM:** The consolidated lease agreement shall be renewed for a term commencing July 1, 2020 and ending June 30, 2021. In lieu of a five (5) year renewal period, the parties have mutually agreed to renew for a one-year term.

**RENT:** During this renewal term, the rent shall be \$14,500 per month; the total rent for the one-year renewal term is \$174,000.

**OPTIONS TO RENEW REMAINING:** There are no options to renew remaining.

**UTILITIES, MAINTENANCE AND TAXES:** CPS shall continue to be responsible for utilities (except water, from which CPS is exempt) and regular maintenance, including custodial services, of the Premises. Landlord shall be responsible for maintenance and repairs for all structural elements, including the roof, and for all common areas of the property, including snow removal and landscaping. In addition, Landlord shall be responsible for all property taxes assessed to the Premises.

**INSURANCE/DEMNIFICATION:** Any and all insurance/indemnification language shall be negotiated by the General Counsel.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal agreement. Authorize the President and Secretary to execute the lease renewal agreement. Authorize the Chief Operating Officer or Chief Facilities Officer to execute any and all ancillary documents related to the lease renewal agreement.

LSC REVIEW: Not applicable.

**FINANCIAL:** The total rent to be paid by the Board for the one-year term is \$174,000.

Charge to: Real Estate Budget Classification: 11910.230.57705.254903.000000.2015

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 20-0624-PR1

# AUTHORIZE THE FIRST RENEWAL AGREEMENTS WITH VARIOUS NON-FOR-PROFIT ORGANIZATIONS FOR COMMUNITY SCHOOLS INITIATIVE (CSI) PARTNER AGENCY SERVICES

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

Authorize the first renewal agreements with various Non-For-Profit Organizations (NFPs) to provide Community Schools Initiative (CSI) Partner Agency Services at an estimated aggregate annual cost set forth In the Compensation Section of this report. A written document exercising this option is currently being negotiated with each NFP. No payment shall be made to any Non-For-Profit Organization during the option period prior to execution of its written document. The authority granted herein shall automatically rescind with respect to an NFP in the event its written document is not executed within 90 days of the date of this Board Report. Information perinent to this option is stated below.

Specification Number: 14-350044

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

#### **USER INFORMATION:**

Project 11371 - Student Support and Engagement 42 West Madison Street Chicago, IL 60602 Berg, Ms. Autumn L. 773-553-3138

PM Contact: 10870 - College and Career Success Office 42 West Madison Street Chicago, IL 60602 Deuser, Mr. Michael K. 773-553-2108

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 15-0325-PR1) in the aggregate amount of \$25,000,000 are for a term commencing July 1, 2015 and ending June 30, 2020, with the Board having two (2) options to renew for one (1) year terms. The original Board Report was amended by Board Report 17-0426-PR1 to add three (3) not-for-profit organizations and to reauthorize Agreements with three (3) not-for-profit organizations. The original Agreements were awarded on a competitive basis pursuant to former Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each Agreement is being renewed for one (1) year commencing July 1, 2020 and ending June 30, 2021.

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

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

### SCOPE OF SERVICES:

The Not-for-profit organizations shall continue work with the community schools to fulfill the goals of the CPS Community Schools Initiative, including the following: (1) improve the physical, social and emotional well-being of participating students and (2) improve student academic development and performance. To accomplish these goals, each Partner School and its Lead Partner shall provide a safe, supervised environment within the school building for out-of-school time educational, cultural, and recreational activities tailored to meet the needs of high-risk students and their families. Adult family activities and services may take place during the regular school day. Student and family activities and services will be tailored to the needs specific to each school site as determined, in part, through the CSI Needs Assessment.

The Not-for-Profit organizations will be required to provide programs and services in the following categories: (1) academic programs for students, (2) health services and referrals for students and families, (3) social emotional learning and supports for students and families, (4) enrichment and recreational activities for students, and (5) family programming. The opportunities provided must align to the Illinois Common Core Standards, the school's Continuous Improvement Work Plan ("CIWP"), and the

Illinois Social and Emotional Learning Standards where relevant. Students and their families shall be able to choose from a variety of recreational, cultural, and enrichment activities that provide opportunities to explore and develop skills, talents, and hobbies.

#### DELIVERABLES:

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

#### OUTCOMES:

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

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

#### COMPENSATION:

Vendors shall be paid during this option period as follows:

The sum of payments to all not-for-profit organizations during the term shall not exceed \$11,000,000 in the aggregate. From time to time, the Chief Officer of College and Career Success may reallocate funds among the not-for-profit organizations and change school assignments. Not-for-profit organizations shall be paid as invoices are submitted and paid by the school.

Estimated aggregate annual costs for this option period for all vendors are set forth below: \$11,000,000, FY21

#### AUTHORIZATION:

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

# AFFIRMATIVE ACTION:

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

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Multiple Funds, Multiple Units \$11,000,000, FY21 Not to exceed \$11,000,000 in the aggregate for the one (1) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

1)

Vendor # 47733 AMERICA SCORES CHICAGO 600 W. CERMAK RD #204 CHICAGO, IL 60616 Ammy Mummery 312 666-0496

Ownership: Not-For-Profit

2)

Vendor # 39142 BRIGHTON PARK NEIGHBORHOOD COUNCIL 4477 S. ARCHER AVE. CHICAGO, IL 60632 Patrick Brosnan 773 523-7110

Ownership: Not-For-Profit

3)

Vendor # 14221 B.U.I.L.D. INCORPORATED 5100 W. HARRISON CHICAGO, IL 60644 Adam Alonso 773 227-2880

Ownership: Not-For-Profit

4)

Vendor # 34824 CHANGING WORLDS 329 WEST 18 STREET, SUITE 506 CHICAGO, IL 60616 Alicia Vega 312 421-8040

Ownership: Not-For-Profit

5)

6)

7)

Vendor # 25624 CHILDREN'S HOME & AID SOCIETY OF ILLINOIS 125 S. WACKER, 14TH FLOOR CHICAGO, IL 60606-4475 Houri Gueyikian 312 455-5280

Ownership: Not-For-Profit

Vendor # 74997 COLUMBIA COLLEGE CHICAGO 600 S MICHIGAN AVE CHICAGO, IL 60605 David Flatley 312 369-8851

Ownership: Not-For-Profit

Vendor # 13374 COMMUNITIES IN SCHOOLS OF CHICAGO 815 W. VAN BUREN CHICAGO, IL 60607 Nora Garcia 312 829-2475

Ownership: Not-For-Profit

8)

Vendor # 45510 ENLACE CHICAGO 2756 S. HARDING AVE CHICAGO, IL 60623 Katya Nuques 773 542-9233

Vendor # 48890 FAMILY FOCUS, INC. 310 S. PEORIA ST., SUITE 301 CHICAGO, IL 60607 Caterina A. Varvaro 312 421-5200

Ownership: Not-For-Profit

10)

12)

9)

Vendor # 27716 GADS HILL CENTER 1919 W. CULLERTON CHICAGO, IL 60608 Ernersto De La Torre 312 226-0963

Ownership: Not-For-Profit

11) Vendor # 24486 LOGAN SQUARE NEIGHBORHOOD ASSOCIATION 2840 N. MILWAUKEE AVENUE CHICAGO, IL 60618 Nancy Aardema 773 384-4370

Ownership: Not-For-Profit

Vendor # 46701 METROPOLITAN FAMILY SERVICES 1 NORTH DEARBORN-STE 1000 CHICAGO, IL 60602 Theresa C. Nihill 312 986-4000

Ownership: Not-For-Profit

13)

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

Ownership: Not-For-Profit

14)

15)

16)

Vendor # 94620 NEW LIFE CENTERS OF CHICAGOLAND, NFP 4101 WEST 51ST STREET CHICAGO, IL 60632 Nina Lopez 773 838-9470

Ownership: Not-For-Profit

Vendor # 96850 PHALANX FAMILY SERVICES 837 W. 119TH STREET CHICAGO, IL 60643 Robble Sanders 773 291-1086

Ownership: Not-For-Profit

Vendor # 34171 SGA YOUTH & FAMILY SERVICES, NFP 11 EAST ADAMS SUITE 1500 CHICAGO, IL 60603 Martha Guerrero 312 447-4323

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

Ownership: Not-For-Profit

18)

Vendor # 12392 UCAN 3605 W. FILLMORE STREET CHICAGO, IL 60624 Zack Schrantz 773 290-5804

Ownership: Not-For-Profit

19)

Vendor # 32189 URBAN GATEWAYS 100 S. STATE ST 4TH FLOOR CHICAGO, IL 60603 John W. Adams 312 445-2742

Ownership: Not-For-Profit

20)

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

Ownership: Not-For-Profit

# 20-0624-PR2

# AUTHORIZE THE SECOND RENEWAL AGREEMENTS WITH VARIOUS NOT-FOR-PROFIT ORGANIZATIONS FOR COMMUNITY SCHOOLS INITIATIVE (CSI) SUSTAINABLE COMMUNITY SCHOOL SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the second renewal agreements with various not-for-profit organizations (Lead Partners) to provide Community Schools Initiative (CSI) Partner Agency Services at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated with each NFP. No payment shall be made to a not-for-profit organization during the option period prior to execution of its written document. The authority granted herein shall automatically rescind with respect to an NFP in the event its written document is not executed within 90 days of the date of this Board Report. Information perion period prior is stated below.

Specification Number : 18-350012

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

# **USER INFORMATION :**

Project 11371 - Student Support and Engagement 42 West Madison Street Chicago, IL 60602 Berg, Ms. Autumn L. 773-553-3138

21)

22)

Vendor # 30499 Young Men's Christian Association of Chicago dba YMCA of Metropolitan Chicago 1030 W. VAN BUREN ST CHICAGO, IL 60607 Tameika Elzy 312 440-2403

Ownership: Not-For-Profit

Vendor # 11060 YOUTH GUIDANCE 1 NORTH LASALLE ST., #900 CHICAGO, IL 60602 Amber Brooks 312 253-4900

PM Contact: 10870 - College and Career Success Office 42 West Madison Street Chicago, IL 60602 Deuser, Mr. Michael K. 773-553-2108

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 18-0627-PR1) in the amount of \$10,000,000 are for a term commencing July 1, 2018 and ending June 30, 2019, with the Board having three (3) options to renew for one (1) year terms. The original Agreements were extended for a period commencing July 1, 2019 and ending August 31, 2019 pursuant to Board Rule 7-13. The first renewal agreements (authorized by Board Report 19-0724-PR3) in the amount of \$10,000,000 are for a one (1) year term commencing on September 1, 2019, and ending August 31, 2020. The original Agreements were awarded on a competitive basis pursuant to former Board Rule 7-2.

# **OPTION PERIOD:**

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

# **OPTION PERIODS REMAINING:**

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

# SCOPE OF SERVICES:

Lead Partners shall continue to work with the community school(s), referred to as Partner School(s), to fulfill the goals of the CPS CSI-SCS Initiative, including the following: (1) improve the physical, social and emotional well-being of participating students and (2) improve student academic development and performance. To accomplish these goals, each Partner School and its Lead Partner shall provide a safe, supportive environment within the school building for out of school time educational, cultural, and recreational activities tailored to meet the needs of high-risk students and their families. Adult family activities and services will be tailored to the needs specific to each school day. Student and family activities and services will be tailored to the needs specific to each school site as determined, in part, through the CSI Needs Assessment.

Lead Partners will be required to provide programs and services in the following categories: (1) academic programs for students, (2) health referrals to students and families, (3) social emotional learning and supports for students and families, (4) enrichment and recreational activities for students, and (5) family programming. The opportunities provided must align to the Illinois Common Core Standards, the school's Continuous Improvement Work Plan (CIWP), and the Illinois Social and Emotional Learning Standards, where relevant. Students and their families shall be able to choose from a variety of recreational, cultural and enrichment activities to explore and develop skills, talents, and hobbies.

#### DELIVERABLES:

The specific services Lead Partner will provide to Participants at a Partner School shall be detailed in the CSI Service Plan Lead Partner electronically submits to the CSI Program Manager for approval. Service Plans shall only include those types of Services described herein and may not include any Services not described in Lead Partner's Scope of Services.

#### OUTCOMES:

Lead Partners Services shall result in the following: (1) Improvement of the physical, social and emotional well-being of participating students; and (2) Improved student academic development and performance.

#### COMPENSATION:

Lead Partners shall be paid during this option period as follows:

The not-for-profits shall be paid as specified in their respective agreement; the sum of payments to all not-for-profit organizations during the one (1) year term shall not exceed \$10,000,000 in the aggregate. From time to time, the Chief Officer of College and Career Success may reallocate funds among the not-for-profit organizations and change school assignment. Not-for profit organizations shall be paid as invoices are submitted and verified by the school.

Estimated annual costs for this option period are set forth below: \$8,000,000, FY21 \$2,000,000, FY22

#### AUTHORIZATION:

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

#### AFFIRMATIVE ACTION:

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

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL: Multiple Funds, Multiple School Units \$8,000,000, FY21 \$2,000,000, FY22 Not to exceed \$10,000,000 in the aggregate for the one (1) year term. Future year funding is contingent upon budget appropriation and approval.

Not Applicable

CFDA#:

**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).

		5)	
1)	Vendor # 47733 AMERICA SCORES CHICAGO	-,	Vendor # 34824 CHANGING WORLDS 329 WEST 18 STREET, SUITE 506
	600 W. CERMAK RD #204		CHICAGO, IL 60616
	CHICAGO, IL 60616		Alicia Vega
	Amy Mummery		312 421-8040
	312 666-0496		
	Ownership: Not-For-Profit	-	Ownership: Not-For-Profit
2)		6)	Vendor # 13374
2)	Vendor # 96479		COMMUNITIES IN SCHOOLS OF CHICAGO
	BLOCKS TOGETHER		815 W. VAN BUREN
	3711 W. Chicago Ave.		CHICAGO, IL 60607
	CHICAGO, IL 60651		Cecilia Lozano
	Cecil Carroll		312 829-2475
	773 940-2319		
			Ownership: Not-For-Profit
	Ownership: Not-For-Profit		
3)		7)	Vendor # 45510
5)	Vendor # 42703		ENLACE CHICAGO
	BOYS & GIRLS CLUBS OF CHICAGO 1		2756 S. HARDING AVE
	2102 W MONROE STREET		CHICAGO, IL 60623
	CHICAGO, IL 60612		Katya Nugues
	Mimi LeClair		773 542-9233
	312 235-8000		
			Ownership: Not-For-Profit
	Ownership: Not-For-Profit	•	
4)		8)	Vendor # 48890
-17	Vendor # 39142		FAMILY FOCUS, INC.
	BRIGHTON PARK NEIGHBORHOOD		310 S. PEORIA ST., SUITE 301
	COUNCIL		CHICAGO, IL 60607
	4477 S. ARCHER AVE.		Caterina A. Varvaro
	CHICAGO, IL 60632		312 421-5200
	Patrick Brosnan		
	773 523-7110		Ownership: Not-For-Profit
	Ownership: Not-For-Profit		

9) Vendor # 19545 KENWOOD OAKLAND COMMUNITY ORGANIZATION 4242 S. COTTAGE GROVE AVE. CHICAGO, IL 60653 J. Brian Malone 773 548-7500

Ownership: Not-For-Profit

10)

11)

Vendor # 62669 KUUMBA LYNX 4501 N . CLARENDON CHICAGO, IL 60640 Jacinda Buillie 773 550-4229

Ownership: Not-For-Profit

Vendor # 24486 LOGAN SQUARE NEIGHBORHOOD ASSOCIATION 2840 N. MILWAUKEE AVENUE CHICAGO, IL 60618 Nancy Aardema 773 384-4370

Ownership: Not-For-Profit

12)

Vendor # 46701 METROPOLITAN FAMILY SERVICES 1 NORTH DEARBORN-STE 1000 CHICAGO, IL 60602 Theresa Nihili 312 986-4000

Ownership: Not-For-Profit

13)

14)

15)

16)

Vendor # 99419 NORTHWEST SIDE HOUSING CENTER 5233 W. DIVERSEY AVE CHICAGO, IL 60639 James Rudyk 773 283-3888

Ownership: Not-For-Profit

Vendor # 23713 THE PUERTO RICAN CULTURAL CENTER 2546 W DIVISION ST CHICAGO, IL 60622 Juan Calderon 773 895-9032

Ownership: Not-For-Profit

Vendor # 34171 SGA YOUTH & FAMILY SERVICES, NFP 11 EAST ADAMS SUITE 1500 CHICAGO, IL 60603 Martha Guerrero 312 447-4323

Ownership: Not-For-Profit

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

Ownership: Not-For-Profit

17)

Vendor # 11060 YOUTH GUIDANCE 1 NORTH LASALLE ST., #900 CHICAGO, IL 60602 Amber Brooks 312 253-4900

# AUTHORIZE THE THIRD AND FINAL RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR ARTS AND CULTURAL ENRICHMENT (OUT-OF-SCHOOL), ACADEMIC SUPPORT (OUT-OF-SCHOOL), AND STUDENT HEALTH AND WELLNESS (IN-SCHOOL, OUT-OF-SCHOOL, RECESS) SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the third and final renewal agreements with various Vendors to provide Arts and Cultural Enrichment (Out-Of-School), Academic Support (Out-Of-School), and Student Health and Wellness (In-School, Out-Of-School, Recess) Services to the Office of College and Career Success and the Office of Student Health and Wellness at an estimated aggregate annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated with each Vendor. No payment shall be made to any Vendor during the option period prior to execution of its written document. The authority granted herein shall automatically rescind with respect to a Vendor in the event its written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 15-350069

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

#### USER INFORMATION :

Project Manager:	14050 - Office of Student Health & Wellness 42 West Madison Street Chicago, IL 60602 Declemente, Mrs. Tarrah K. 773-553-1886
Project Manager:	11371 - Student Support and Engagement 42 West Madison Street Chicago, IL 60602 Monagan, Mrs. Megan Elizabeth 773-553-2910

#### PM Contact:

10870 - College and Career Success Office

42 West Madison Street

Chicago, IL 60602

Deuser, Mr. Michael K.

773-535-2102

#### ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 16-0323-PR2) in the amount of \$20,000,000 in the aggregate for all vendors are for a term commencing August 1, 2016 and ending July 31, 2018. The agreements were amended (authorized by Board Report 18-0321-PR3) to include three (3) options to renew for periods of one (1) year each and to exercise the first option to renew the agreements for a term beginning August 1, 2018 and ending July 31, 2019, in the amount of \$8,000,000 in the aggregate for all vendors. The second renewal agreements (authorized by Board Report 19-0522-PR3) in the amount of \$6,000,000 in the aggregate for all vendors is for a one (1) year term commencing on August 1, 2019, and ending July 31, 2020. The original Agreements were awarded on a competitive basis pursuant to former Board Rule 7-2.

#### **OPTION PERIOD:**

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

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

There are no option periods remaining.

#### SCOPE OF SERVICES:

Vendors will continue to provide to the Board high-quality Out-of-School Time (OST) Arts and Cultural Enrichment; OST Academic Support; In- or- Out-of-School Health and Wellness programming (includes Recess Facilitation) referred to herein as "Programs". Selected Programs provide critical services to schools by increasing schools' capacity to offer engaging OST Programs that extended learning beyond the school day. Student health and wellness Programs aim to remove health related barriers to learning. All Programs may include time before and after school, on weekends, or during summer and intersession; Student Health and Wellness Programs may take place during the school day as well. Programs may serve students from grades K-12.

#### DELIVERABLES:

Vendors will continue to provide the following deliverables for Arts and Cultural Enrichment, Academic Support, and Health and Wellness:

Provide direct instruction to students that provides in-depth exposure to specific content area
 Participate in professional development and training as directed by the Board.

OST Only:

- Integrate a culminating project or event into programming to provide students with the opportunity to demonstrate their learning to school staff, families, and their peers

- Communicate regularly with families to provide feedback on student progress and to engage families in the content being taught through the programming

- Maintain an average program attendance rate of 80%

# OUTCOMES:

Vendors' services will continue to result in increased numbers of students participating in meaningful, engaging programming that reflects the students' interests and enhances their readiness for college and career. As a result of participating in programming, students will demonstrate:

- Increased attendance in school;

- Increased engagement in school;

- Increased knowledge and skills in the content areas covered in the programming;

- Increased readiness for success in high school and college;

- Increased awareness of career options in focus content areas

In addition, CPS will gain increased efficiencies across multiple departments in Chicago Public Schools at both the central office and school levels through district level contracting. School leaders will be able to secure approved programs at pre-negotiated pricing and leverage the Board Report to purchase year-long programs without having to submit individual Chief Purchasing Officer Requests. OCCS, OSHW, Procurement, and schools all benefit from these efficiencies.

#### COMPENSATION:

Vendors shall be paid during this option period as follows:

Vendors shall be paid as specified in their respective agreement, total for the renewal term not to exceed \$6,000,000 in the aggregate for all vendors.

Estimated aggregate annual costs for this option period are set forth below: \$5,500,000, FY21 \$500,000, FY22

# AUTHORIZATION:

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

#### AFFIRMATIVE ACTION:

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

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Multiple Funds, Multiple School Units \$5,500,000, FY21 \$500,000, FY22 Not to exceed \$6,000,000 in the aggregate for one (1) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

1)

5) Vendor # 30370 Vendor # 30111 AFTER SCHOOL MATTERS, INC. 66 EAST RANDOLPH ST. CHICAGO, IL 60601 Carly Bishop Elizabeth Diaz 773 445-3838 312 239-5228 Category 1, 2, 3 Ownership: Not-For-Profit 6) 2) Vendor # 39142 Vendor # 13789 ALTERNATIVES INC. COUNCIL 4730 N. SHERIDAN ROAD CHICAGO, IL 60640 Bessie Alcantara Patrick Brosnan 773 506-7474 773 523-7110 Category 2 Ownership: Not-For-Profit 7) Vendor # 47733 Vendor # 64915 AMERICA SCORES CHICAGO 600 W. CERMAK RD #204 PRACTICES CHICAGO, IL 60616 Amy Mummery Erika Panichelli 312 666-0496 708 997-2179 Category 1, 2, 3 Ownership: Not-For-Profit 8)

4)

3)

Vendor # 90836 BETWEEN FRIENDS P.O. BOX 608548 CHICAGO, IL 60660 Yesenia Maldonado 773 274-5232

Category 3 Ownership: Not-For-Profit

Beverly Arts Center of Chicago 2407 W. 111TH STREET CHICAGO, IL 60655

Category 2 Ownership: Not-For-Profit

**BRIGHTON PARK NEIGHBORHOOD** 4477 S. ARCHER AVE. CHICAGO, IL 60632

Category 1, 2, 3 Ownership: Not-For-Profit

MINDFUL PRACTICES, LLC dba MINDFUL 204 S. RIDGELAND OAK PARK, IL 60302

Category 2,3 Ownership: Single-Member LLC

Vendor # 34824 CHANGING WORLDS 329 WEST 18 STREET, SUITE 506 CHICAGO, IL 60616 Alicia Vega 312 421-8040

Category 2 Ownership: Not-For-Profit

Vendor # 20041 CHICAGO CHILDREN'S ADVOCACY CENTER 1240 S. DAMEN AVENUE CHICAGO, IL 60608 Julia Strehlow 312 492-3700

Category 3 Ownership: Not-For-Profit

10)

9)

Vendor # 67054 CHICAGO JAZZ PHILHARMONIC 1111 NORTH WELLS STREET., STE 501 CHICAGO, IL 60610 Birdie Soti 312 573-8932

Category 2 Ownership: Not-For-Profit

11)

Vendor # 85881 CHICAGO RUN 3611 NORTH KEDZIE CHICAGO, IL 60618 Danya Rosen 773 463-1234

Category 3 Ownership: Not-For-Profit

12)

Vendor # 18448 CLASSROOM, INC. 245 FIFTH AVE., 20TH FLR. NEW YORK, NY 10016 Christina Oliver 212 545-8400

Category 1 Ownership: Not-For-Profit

Vendor # 94892 EDUMOTION, LLC DBA DANCING WITH CLASS 5246 NORTH ELSTON AVE. 2ND FLR. CHICAGO, IL 60630 Margot Toppen 312 371-7318

Category 2, 3 Ownership: LLC - Margot McGraw Toppen -90%; Trevor Allen Toppen 10%

14)

15)

16)

13)

Vendor # 17188 FOCUSED FITNESS, LLC 2426 S. DISHMAN MICA RD SPOKANE VALLEY, WA 99206 Ron Malm 509 327-3181

Category 3 Ownership: For-Profit - Karen Cowan 47%, Ron Malm 47%

Vendor # 16082 FREE LUNCH ACADEMY 7837 S. COLFAX AVE. CHICAGO, IL 60649 Calvin King 773 526-2312

Category 2 Ownership: Not-For-Profit

Vendor # 68933 GILLOURY INSTITUTE DBA SILK ROAD RISING 6 EAST MONROE ST. APT 801 CHICAGO, IL 60603-2711 Malik Gillani 312 857-1234x202

Category 2 Ownership: Not-For-Profit

17) 21) Vendor # 66033 GIRLS IN THE GAME, NFP DOUGLAS PARK CULTURAL CENTER CHICAGO, IL 60623 Elizabeth Tumiel 312 6334263 Category 3 Ownership: Not-For-Profit 18) Vendor # 96575 THE INTONATION MUSIC WORKSHOP 22) 4434 S. LAKE PARK AVE. ROOM 110 CHICAGO, IL 60653 Mike Simons 312 469-0554 Category 2 Ownership: Not-For-Profit 19) Vendor # 30857 JEWISH COMMUNITY CENTERS OF 23) CHICAGO 30 SOUTH WELLS ST., STE 4000 CHICAGO, IL 60606 Joan Beadle 312 444-2879 Category 3 Ownership: Not-For-Profit 20) Vendor # 27229 24) THE JOFFREY BALLET 10 EAST RANOLPH STREET.

CHICAGO, IL 60601 Julianna Jarik 312 386-8931

Category 2,3 Ownership: Not-For-Profit

Vendor # 97156 LMS INNOVATIONS, INC. DBA PLAY IN A BOOK 2734 WEST LELAND AVE.#3 CHICAGO, IL 60625 Marlon St. John 312 613-2345

Category 1, 2 Ownership: For Profit: Laura St. John -51% Marlon St. John 49%

Vendor # 46701 METROPOLITAN FAMILY SERVICES 1 NORTH DEARBORN-STE 1000 CHICAGO, IL 60602 Theresa C. Nihill 312 986-4000

Category 1,3 Ownership: Not-For-Profit

Vendor # 98501 PLAYWORKS EDUCATION ENERGIZED 770 N HALSTED, STE 206 CHICAGO, IL 60642 Colleen Harvey 312 324-0280

Category 3 Ownership: Not-For-Profit

Vendor # 81000 PROJECT SYNCERE 9012 S. STONY ISLAND AVE. CHICAGO, IL 60617 Jason Coleman 773 982-8261

Category 1 Ownership: Not-For-Profit

25) Vendor # 49935 RIGHT AT SCHOOL, LLC 622 DAVIS ST. STE 300 EVANSTON, IL 60201 Bryan Netzly 317 496-6855 Category 3 Ownership: LLC - Right At School Acquisition LLC 100% 30) 26) Vendor # 94829 SMARTY PANTS YOGA, INC. DBA MISSION PROPELLE 4124 GROVE STREET SKOKIE, IL 60076 Anne Warshaw 954 649-8817 Category 1, 2 Ownership: For Profit: Annie 31) Warshaw 51%, Jill Carey 49% 27) Vendor # 99256 SPARK PROGRAM, INC. 67 E MADISON ST SUITE 2101 CHICAGO, IL 60603 Ashley Leonard 312 470-4300 Category 2 Ownership: Not-For-Profit 32) 28) Vendor # 67930 TRUE STAR FOUNDATION, INC.

1130 S WABASH # 302 CHICAGO, IL 60605 JeQuana N. Thompson 312 588-0100

Category 2 Ownership: Not-For-Profit

29)

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

Category 3 Ownership: Not-For-Profit

Vendor # 30499 Young Men's Christian Association of Chicago dba YMCA of Metropolitan Chicago 1030 W. VAN BUREN ST CHICAGO, IL 60607 Julie Burke 312 440-2403

Category 1, 3 Ownership: Not-For-Profit

Vendor # 11060 YOUTH GUIDANCE 1 NORTH LASALLE ST., #900 CHICAGO, IL 60602 Ashley Brooks 312 253-4900

Category 1,3 Ownership: Not-For-Profit

Vendor # 14841 YWCA METROPOLITAN CHICAGO **1 NORTH LASALLE STREET** CHICAGO, IL 60602 Nabilah Talib 312 372-6600

Category 3 Ownership: Not-For-Profit

### AUTHORIZE A NEW AGREEMENT WITH SAGA INNOVATIONS, INC. FOR IN-CLASS MATH TUTORING SERVICES TO AT-RISK STUDENTS AT VARIOUS HIGH SCHOOLS

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

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

Specification Number : 20-350020

Contract Administrator : Kestel-Kolstad, Miss Kayla N / 773-553-2280

#### VENDOR:

 Vendor # 16228 SAGA Innovations, Inc. 10 Laudholm Rd. Newton, MA 02458

> Alan Safran 657 501-9401

Ownership: Not-for-Profit

# **USER INFORMATION :**

Project Manager:	10871 - Science, Technology, Engineering, and Math (STEM) programs
	42 W Madison
	Chicago, IL 60602
	Mcdermott, Mrs. Elizabeth G.
	773-553-6239

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

#### TERM:

The term of this agreement shall commence on July 1, 2020 and shall end June 30, 2022. This agreement shall have two (2) options to renew for periods of two (2) years each.

#### EARLY TERMINATION RIGHT:

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

#### SCOPE OF SERVICES:

Vendor will provide an intensive, high-dosage tutoring program that both personalizes and differentiates instruction for every student based on their academic needs and individual learning styles and will utilize a research and evidenced based intervention to substantially increase the success of struggling students in high school. The number of students served per school will vary by selected school size, although it will be approximately 45-170 students per school. The projected schools for service are Amundsen High School, Bogan High School, Corliss High School, Curie High School, Englewood STEM High School, Farragut High School, Foreman High School, Harlan High School, Kelly High School, Little Village Lawndale High School campus, Morgan Park High School, Phillips High School, Schurz High School, Sullivan High School, and Steinmetz High School. The total projected number of students across all these schools that will be served is one thousand eight hundred eighty (1880). The program is projected to start on September 8, 2020 and will include an opportunity to connect with teachers and staff of the school. The program shall be for Board students in high school, identified as most critical. The program shall include training of their tutors on managing students' behavior and strategles for working with adolescents. The program will also include regular communication with school staff to maximize support to students.

#### DELIVERABLES:

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

# OUTCOMES:

Vendor's services will result in a successful math tutoring program that will increase the academic outcomes of the students involved. The program will decrease the achievement gap for students that are identified.

#### COMPENSATION:

Vendor shall be paid during this contract as specified in the agreement; estimated annual costs for the two year term are set forth below: \$3,415,641, FY21 \$3,442,278, FY22

#### REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for the following expenses: none.

#### AUTHORIZATION:

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

#### AFFIRMATIVE ACTION:

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

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Fund 332 Science, Technology, Engineering and Math (STEM) Programs Unit #10871 \$3,415,641, FY21 \$3,442,278, FY22 Not to exceed \$6,857,919 for the two year term. Future year funding is contingent upon budget appropriation and approval.

#### CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 20-0624-PR5

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

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

This report details the award of Capital Improvement Program construction contracts in the total amount of \$54,678,743.81 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-2 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of \$287,575.18 as listed in the attached June Change Order Logs (e-Builder \$213,714.72 and PCM \$73,860.46). These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-13 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

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

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

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

Budget classification:

Fund - 412, 422, 425, 427, 431, 435, 436, 437, 439, 451, 453, 485, 486, 487 & 488 will be used for all Change Orders (June Change Order Log); Funding source for new contracts is so indicated on Appendix A

Funding Source: Capital Funding

# **GENERAL CONDITIONS:**

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

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

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

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

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

Appendix	A
June	
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GROUPED/PACKAGED	SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM.	ACTION			PROJECT SCOPE AND NOTES	REASON FOR PROJEC
	Sullivan	Tyler Lane	3699320	GC	\$20,154,074.00	4/3/2020	9/18/2021	2020	0	32	0	9	Major roof and envelope renovations due to water damage	4
	Schurz	KR Miller	3699323	60	\$3,483,700.00	4/6/2020	8/31/2020	2020	11	16	0	0	Targeted roof masonry repairs, auditorium and library repairs and electrical upgrades	4
	Cleveland	AGAE	3698926	JOC	\$435,085.86	4/1/2020	4/30/2020	2020	0	45	0	7	Environmental mitigation and modular ramp repairs	7
	Hibbard	FH Paschen	3699188	GC	\$1,674,000.00	4/6/2020	8/31/2020	2020	5	26	0	8	Upgrades to existing turf, pedestrians space, playground equipment and ADA parking	8
	Irving	Friedler	3698950	GC	\$443,428.00	4/3/2020	8/31/2020	2020	0	33	0	30	Provide drainage infrastructure, new playground and PIP surfacing.	8
	Skinner	MZI	3699535	ντ	\$95,227.00	4/6/2020	8/31/2020	2020	0	52	0	7	Improvements to support use of spaces for Prek Classroom	7
CR-20-8A	North Grand, Vaughn	CCC Holdings	3699662, 3699663	GC	\$1,043,031.00	4/16/2020	8/31/2020	2020	C	24	0	2	Science classroom renovation	7
MCR-20-1	Garvey, Fernwood	Path	3699670, 3699671	GC	\$4,767,000.00	4/14/2020	8/31/2021	2020	o	6	25	7	Roof replacement and target masonry repairs	4
	Prosser	Burling	3702270	GC	\$2,997,600.00	4/28/2020	8/31/2020	2020	15	16	0	7	Roof and target masonry renovation with parking lot improvements	4
	Barry	FH Paschen	3700223	GC	\$1,184,000.00	4/14/2020	8/31/2020	2020	0	0	42	12	Space-to-grow program	9
	Bouchet	All Bry	3700224	GC	\$357,900.00	4/14/2020	8/31/2020	2020	4	26	0	36	Playground replacement.	8
	Beasley	Friedler	3700225	GC	\$942,188.00	4/14/2020	8/31/2020	2020	٥	31	0	10	New turf field and includes landscaping and drainage infrastructure	8
	Drummond	Friedler	3700231	GC	\$393,680.00	4/14/2020	8/31/2020	2020	0	31	0	10	New playground and site infrastructure	8
ICR-20-2	Evergreen, Chicago Military	FH Paschen	3700233, 3700234	GC	\$659,500.00	4/14/2020	8/31/2020	2020	6	23	o	11	Improvements to support use of spaces for STEM Program	7
SCI-20-3	Air Force, Kenwood, King, Phillips	KR Miller	3700235, 3700236, 3700237, 3700238	GC	\$2,890,000.00	4/24/2020	8/31/2020	2020	9	22	11	D	Improvements to support Science and Media Lab curriculum	7
	Melody	All Bry	3700401	GC	\$975,000.00	4/16/2020	8/31/2021	2020	1	63	0	7	Space-to-grow program	9
Partial PO# (\$ 7,894,579.05 - Pending)	Lovett	Tyler Lane	3701664	GC	\$5,479,562.95	4/28/2020	8/31/2021	2020	5	50	0	8	Roof replacement, structural and target masonry repairs.	4
	Eberhart	PMJ	3700807	٧r	\$649,639.00	4/17/2020	8/31/2020	2020	۵	30	0	7	Improvements to support use of spaces for Prek Classroom	7
ICR-20-1	Cardenas, Fairfield	AGAE	3700510, 3700511	GC	\$1,338,716.00	4/23/2020	8/31/2020	2020	c	29	3	7	Interior renovations and improvements to support use of space for IB-MYP program	7
	Pulaski	Friedler	3700521	GC	\$959,648.00	4/23/2020	8/31/2020	2020	0	30	0	7	Site and playing area improvements.	1
	Northside Learning	Murphy & Jones	3701344	GC	\$989,965.00	4/24/2020	8/31/2020	2020	0	30	0	7	Renovation and upgrades to existing green house.	1
	Everett	PMJ	3701345	٧٢	\$255,337.00	4/21/2020	8/31/2020	2020	٥	30	0	7	Improvements to support use of spaces for STEM Program	7
STK-20-1	Decatur, Gale, Von Steuben	All Bry	3700808, 3700809, 3700810	GC	\$966,000.00	4/21/2020	8/31/2020	2020	42	0	0	7	Renovation of existing chimney stack	1
			3700911	-				1						1

Total \$54,678,743.81

\$1,504,825.00

\$39,637.00

4/30/2020

4/30/2020

8/31/2020

8/31/2020

2020

2020

4

C

1

30

0

0

68

34

Renovation of existing chimney stack

Improvements to support use of space for World Language Magnet Cluster program

GC

GC

3700811,

3702653,

3702657, 3702665

3701732

Reliable

Murphy & Jones

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 Portfelio Strategy	
8. Support for other District Initiatives	
9. External Funding Provided	

Harvard, Mason, Pulaski, Talcott

Joplin

1

7

STK-20-1

# JUNE 2020

ort run on: 5/7/2	Page 1 Re	1	oroval cycles range from o 04/30/2020 Order L <mark>og</mark>			gram	vement Prog	apital Improv
al % of Contrac	Revised Contract To Amount To	Total Change Orders	Number of Change Orders	Original Contract Amount	Oracle PO Number	Vendor	Project	School
21.31%	\$2,661,787.58	\$467,633.58	31	onstruction \$2,194,154.00		ity Academy High Schoo ICR (2019-46421-ICR) CCC Holdings DBA Chin	2019 Juarez	
Change Amo	Reason Code			Change Order Descriptio		Date Approved	Change	Date of C
\$772	Owner Directed			Contractor to provide labor wired glass within the door		04/16/2020	/2020	03/27/
\$6,964	Owner Directed			Contractor to provide labor needed to cover exposed p		04/16/2020	/2020	02/04/
\$7,737	Project Total This Period:							
3.88%	\$13,516,498.00	\$504,746.00	31	\$13,011,752.00		gh School Park ICR (2019-46171-ICI TYLER LANE CONSTRI		
Change Amo	Reason Code			Change Order Descriptio	Oracle PO No. 3583268	Date Approved	<u>Change</u>	Date of (
\$189,01	Discovered Conditions		ool corridors. Contracto	Contractor to provide labor underlayment in various so paint various walls through		04/16/2020	/2019	07/15/
\$189,01	Project Total This Period:							

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

CPS

# JUNE 2020

Capital Improve	ement Prog	gram		04/01/2020	proval cycles range from to 04/30/2020 Order Log	n	Page	2 Report run on: 5/7/2020
School	Project	Vendor	Oracle PO Number	Original Contract	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract
John J Audub 20	19 AUDUI	ntary School BON MCR (2019-22091-N TYLER LANE CONSTRU		\$3,689,000.00	28	\$221,892.14	\$3,910,892.14	6.01%
Date of Cl	hange	Date Approved	Oracle PO No.	Change Order Description	1		Reason Code	Change Amount
09/16/20	019	04/16/2020	3576791	Contractor to provide labor time to be ready for school		ntire school on premium	Owner Directed	\$12,553.84
							Project Total This Period:	\$12,553.84
	019 REAVI	Science Specialty ES S MEP (2019-25091-MEP FRIEDLER CONSTRUCT	A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT OF A CONTRACT. CONTRACT OF A CONTRACT. CONTRACTACTACT					
		FRIEDLER CONSTRUCT	3599260	\$3,542,800.00	11	\$260,444.13	\$3,803,244.13	7.35%
Date of Cl	hange	Date Approved	Oracle PO No. 3669306	Change Order Description	1		Reason Code	Change Amount
02/27/2	020	04/16/2020		Contractor to provide labor concrete pads for existing b		e and replace existing	Omission - AOR	\$2,490.00
04/17/2	020	04/17/2020		Contractor to provide labor areas on the second floor.	and materials to paint to	match existing in select	School Request	\$1,914.11
						·	Project Total This Period:	\$4,404.11

Total Change Orders for This Period: \$213.714.72

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

	provement	Program		04/01/2020 t	oroval cycles range from o 04/30/2020				Page 1 of
				ANGE ORD	ER LOG				
ichool	Vendor P	roject Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Num
Newton Bate	man Element	ary School							
	nan MEP 201 R. Miller Contr		\$4,579.660.00	21	\$301,878.90	\$4,881,538.90	6.59%		
Change Date		Change Order Description		21	\$001,070.00		on_Code		
04/02/20	04/29/20	Contractor to provide cre	dit for using existing hang	ers and supports	for the new light fixtures	Owne	r Directed	3496132 / 3514104	-\$14,686.0
04/16/20	04/29/20	Contractor to provide lab	or and materials to repair	and stripe school	parking lot.	Disco	vered Cond	ditions	\$10,412.5
								Project	Total: -\$4,273.5
								· · · <b>·</b> · · · ·	
George F Ca 2018 Casse	SSELL SCROOL	22651-MCR							
O	ld Veteran Cor	nstruction, Inc	\$4,666,865.88	32	\$384,912.54	\$5,051,778.42	8.25%		
Change Date	App Date	Change Order Description	ons			Reaso	on Code	3485389 / 3512369	
	04/20/20		or and materials to provid	e rodding and tele	evising to the school sewe	r Scho	ol Request		\$2,956.8
08/13/19	0 1120120	drains.							
08/13/19 10/30/18			or and materials to install f the building.	a 6" downspout a	at two exterior locations a	long Disco	vered Cond	ditions	\$4,029.9
		Contractor to provide lab		a 6" downspout a	at two exterior locations a	long Disco	vered Cond		. ,
10/30/18		Contractor to provide lab the east and west side o		a 6" downspout :	at two exterior locations al	long Disco	wered Cond		\$4,029.9 t Total: \$6,986.8
10/30/18 Неягу R Clis 2019 Clisso	04/29/20 sold Element old ADA 2019	Contractor to provide lab the east and west side of ary School		a 6" downspout a		long Disco \$3,269,401.02			. ,
10/30/18 Неягу R Clis 2019 Clisso	04/29/20 sold Element old ADA 2019 H. Paschen, S	Contractor to provide lab the east and west side of ary School -22761-ADA S.N. Nielsen & Assoc	f the building. \$3,163,000.00			\$3,269,401.02			. ,

0	blic Schools ovement Prog	gram	These	change order app 04/01/2020	proval cycles range fr to 04/30/2020	rom			5/7/20 Page 2 of 3
Jupitul Inipi	ovement 110	514111	CH	IANGE ORD					1450201
chool Ve	endor Project	Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Numbe
James Ward E	lementary Schoo	4							
	ROF 2018-25751 iable & Associates		\$2,938,000.00	5	\$142,692.32	\$3,080,692.32	4.86%		
Change Date	App Date	Change Order Descriptions				Reaso	on Code		
03/17/20	04/29/20	Contractor to provide labor and associated with room 027 to lo install 65' of piping associated	cate existing leak(s	). Contractor to pr	ovide labor and materia		overed Conditions	3545550	\$54,938.07
								Destant	T-1-1-054 000 0
								Project	10tai: \$54,938.07
Eli Whitney Sc	chool							Project	10tai: \$54,938.07
2018 Whitney	y ROF 2018-2584		\$5 200 000 00	21	\$379 479 57	\$5 579 479 57	7 30%	Project	Total: \$54,938.07
2018 Whitney F.H			\$5,200,000.00	21	\$379,479.57	\$5,579,479.57 <u>Reas</u> e	on Code		10tal: \$54,938.07
2018 Whitney F.H	<b>y ROF 2018-2584</b> . Paschen, S.N. N	ielsen & Assoc	d materials to perfo	rm environmental		Rease	on Code	28 / 3512368	\$6,183.26
2018 Whitney F.H Change Date	y ROF 2018-2584 . Paschen, S.N. N <u>App Date</u>	ielsen & Assoc <u>Change Order Descriptions</u> Contractor to provide labor an	d materials to perfo	rm environmental		Rease	on Code 34820	128 / 3512368	
F.H <u>Change Date</u> 04/20/20	y ROF 2018-2584 . Paschen, S.N. N <u>App Date</u> 04/29/20	ielsen & Assoc <u>Change Order Descriptions</u> Contractor to provide labor an	d materials to perfo	rm environmental		Rease	on Code 34820	128 / 3512368	\$6,183.26
2018 Whitney F.H Change Date 04/20/20 Michelle Clark 2017 Clark H	y ROF 2018-2584 . Paschen, S.N. N <u>App Date</u> 04/29/20	ielsen & Assoc <u>Change Order Descriptions</u> Contractor to provide labor an various classrooms in the lowe Magnet High School 51-MCR	d materials to perfo	rm environmental		Rease	on Code 34820 vvered Conditions	128 / 3512368	\$6,183.26
2018 Whitney F.H <u>Change Date</u> 04/20/20 Michelle Clark 2017 Clark H	y ROF 2018-2584 . Paschen, S.N. N <u>App Date</u> 04/29/20 . Academic Prep I S MCR 2017-410	ielsen & Assoc <u>Change Order Descriptions</u> Contractor to provide labor an various classrooms in the lowe Magnet High School 51-MCR	d materials to perfo er level of the schoo	rm environmental	cleaning of lead based	Rease dust from Disco \$6,150,932.88	on Code 34820 vvered Conditions	128 / 3512368	\$6,183.26

Project Total: -\$21,600.00

F

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

Chicago Public Schools Capital Improvement Program			These change order approval cycles range from 04/01/2020 to 04/30/2020						5/7/20 Page 3 of 3
			CH	ANGE OR	DER LOG				0
chool Ve	endor Projec	t Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Numbe
Marie Sklodow	vska Curie Metro	opolitan High School							
	IP 2017-53101-5								
	. Paschen, S.N. I		\$14,583,000.00	57	\$948,838.83		6.51%		
Change Date	App Date	Change Order Descriptions	<u>ì</u>			Reaso	n Code	3299236	
03/13/20	04/07/20	Contractor to provide labor the installation of new duct				ommodate Disco	vered Conditions	3233230	\$24,849.58
								Project	Total: \$24,849.58
		er School							
Bronzeville Lig	ghthouse Charte								
2017 Hartiga	ghthouse Charte n MCR 2017-66 George Sollitt C	421-MCR	\$9,558,212.00	69	\$1,763,199.00	\$11,321,411.00	18.45%		
2017 Hartiga	n MCR 2017-66	421-MCR		69	\$1,763,199.00		18.45% on <u>Code</u>	3460671	

Total Change Orders for this Period \$73,860.46

60

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

June 24, 2020

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

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

Authorize the first renewal agreement with The Institute for Excellence in Education DBA National Charter Schools Institute to provide a web-based school oversight system to the Office of Innovation and Incubation at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

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

#### VENDOR:

 Vendor # 17400 THE INSTITUTE FOR EXCELLENCE IN EDUCATION DBA NATIONAL CHARTER SCHOOLS INSTITUTE 711 W. PICKARD ST. STE M MT. PLEASANT, MI 48858

> Jackie Mullikin 989 317-3510

Ownership: Non Profit

#### **USER INFORMATION:**

Project

Manager: 13610 - Innovation and Incubation

42 West Madison Street

Chicago, IL 60602

Washington, Ms. Rochelle

773-553-2197

#### PM Contact:

12120 - Office Of Portfolio Management

42 West Madison Street

Chicago, IL 60602

Howell, Mr. Bing

773-553-3410

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 19-0626-PR4) in the amount of \$150,000 is for a term commencing July 1, 2019 and ending June 30, 2020, with the Board having 2 options to renew for one (1) year terms. The original agreement was awarded on a non-competitive basis: the single-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing July 1, 2020 and ending June 30, 2021.

# **OPTION PERIODS REMAINING:**

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

#### SCOPE OF SERVICES:

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

#### DELIVERABLES:

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

#### OUTCOMES:

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

#### COMPENSATION:

Vendor shall be paid during this option period as follows: Estimated annual costs for this option period are set forth below: \$150,000, FY21

#### AUTHORIZATION:

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

# **AFFIRMATIVE ACTION:**

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

#### LSC REVIEW:

Local School Council approval is not applicable to this report

### FINANCIAL:

Fund 115, Innovation and Incubation, Unit 13610 \$150,000, FY21 Not to exceed \$150,000 for the one (1) year term. Future year funding is contingent upon budget appropriation and approval.

#### CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# AUTHORIZE A NEW AGREEMENT WITH NCS PEARSON INC. TO PURCHASE A DEVELOPMENTAL SCREENING TOOL

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with NCS Pearson Inc. to provide a developmental screening tool for the Department of Early Childhood Education at an estimated annual cost set forth in the Compensation Section of this report. The Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on April 7, 2020 and approved by the Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on April 1, 2020, found here: cps.edu/procurement. The item will remain on the Procurement website until the June 24, 2020 Board Meeting. This process complies with the independent consultant's recommendations for sole source procurements and the Boards "Single/Sole Source Committee Charter." A written Agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written Agreement. The authority granted herein shall automatically rescind in the event a written Agreement is not executed within 90 days of the date of this Board Report. Information perlinent to this Agreement is stated below.

#### VENDOR:

 Vendor # 34595 NCS PEARSON, INC.
 5601 Green Valley Drive Bloomington, MN 55437 Selina Oliver
 201 236-1585

> Ownership - For Profit: PN Holdings, Inc. -100%; Pearson Education, Inc. - 100%; Pearson Overseas Holdings Limited (a UK company) - 100%

#### **USER INFORMATION :**

Project	12210 - Procurement and Contracts Office				
Manager:	42 West Madison Street				
	Chicago, IL 60602				
	Banks, Ms. Jasmine				
	773-553-2280				

Project Manager: 11360 - Early Childhood Development 42 West Madison Street Chicago, IL 60602 Noble, Mr. Arthur 773-553-2010

# TERM:

The term of this Agreement shall commence on July 1, 2020 and shall end June 30, 2021. The Agreement shall have two (2) options to renew for periods of twelve (12) months each.

#### EARLY TERMINATION RIGHT:

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

#### SCOPE OF SERVICES:

The City of Chicago and DFSS require this screening tool for all Head Start funded programs. In order to align screening tools across Chicago early preschool programs, CPS will continue with this screening tool.

The Early Screening Inventory Third Edition is a developmental screening instrument that addresses a student's developmental, sensory, and behavioral levels (published by Pearson). Teachers are the primary user of this tool and results are often shared with families as needed.

The Parent Questionnaire Report: Details responses to the parent questionnaire, a qualitative questionnaire to capture the primary caregivers' perceptions of the child's development.

Child scores are used to refer students for further evaluation, group students to meet developmental milestones, and identify activities to continue learning in the home environment.

Pearson will provide the Office of Early Childhood Education (OECE) with physical copies of all materials within the Early Screening Inventory (ESI-R) Third Edition as requested and paid for by CPS. The ESI-R Is a research based developmental screening tool that meets the screening purposes required by the Boards grant with the Illinois State Board of Education and ExcelRate Illinois (the State of Illinois early childhood program rating system). This screening tool will be available in English and Spanish. Early childhood teachers will use the ESI-R results when referring a child or evaluating a child for specialized services.

# DELIVERABLES:

Vendor will provide an Early Childhood Developmental Screening Tool.

#### OUTCOMES:

Vendor's services will result in early detection and identification of preschool age children who may need further evaluation or special education services.

#### COMPENSATION:

Vendor shall be paid as follows: Estimated annual costs for the one (1) year term are set forth below: \$150,000, FY21

#### **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 Early Childhood Education 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, this contract is waived of the M/WBE participation goals of 30% MBE and 7% WBE, because the contract is not further divisible.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 362, Early Childhood Education, Unit 11385 \$150,000, FY21 Not to exceed \$150,000 for the (1) one year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# AUTHORIZE THE FIRST RENEWAL AND AMEND AGREEMENT WITH CBRE, INC. FOR REAL ESTATE BROKERAGE SERVICES

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

Authorize the first renewal and amend agreement with CBRE, Inc. to provide Real Estate Brokerage Services to the Real Estate Department at an estimated cost set forth in the Compensation Section of this report. A written document exercising this option and amending the agreement is currently being negotiated. No payment shall be made to the Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This June 2020 amendment is necessary to update the scope of services and fee schedule to add brokerage leasing services to assist CPS Real Estate Department with securing leased properties owned by third parties for use by CPS. A written document exercising this option and amendment is currently being negotiated. No payment shall be made to the Vendor during the period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report.

Contract Administrator : Saintil, Ms. Keisha / 773-553-2280 CPOR Number : 19-0521-CPOR-7256

#### VENDOR:

 Vendor # 38210 CBRE, INC.
 321 N. CLARK ST. STE 3400 CHICAGO, IL 60654 Mike Nardini
 312 935-1030

Ownership: CBRE Group, Inc. (100%)

# **USER INFORMATION :**

Project	11910 - Real Estate
Manager:	42 West Madison Street
	Chicago, IL 60602
	Davis, Mrs. Sevara E.
	773-553-2900

# ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 19-0724-PR12) in the amount of \$250,000 is for a term commencing August 1, 2019 and ending July 31, 2020, with the Board having two (2) options to renew for (1) one year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-3.

#### **OPTION PERIOD:**

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

#### OPTION PERIODS REMAINING:

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

#### SCOPE OF SERVICES:

Vendor will continue to develop comprehensive marketing strategies, target potential buyers, prepare marketing materials, advertise in real estate listings, and coordinate showings to assist the Board in reaching the largest potential market to sell Board properties.

Vendor will provide leasing options of properties owned or controlled by third parties to the Board for approval and assist with any necessary negotiation, site visits, and correspondence.

#### **DELIVERABLES:**

For Vendor's real estate sales services hereunder, Vendor will continue to provide all marketing materials and develop lists of prospective buyers, which will be updated continuously as additional prospective buyers are identified.

For Vendor's leasing services hereunder, Vendor will research and suggest locations for lease by CPS of properties owned or controlled by third parties. Vendor will set up site visits, correspond with leasing agents, and conduct negotiations in the best interest of the Board.

# OUTCOMES:

Vendor's real estate sales services will continue to result in the implementation of a comprehensive marketing strategy for the Board, including targeting potential buyers, preparing marketing materials, advertising in real estate listings and coordinating showings.

Vendor's leasing services will result in CPS' ability to lease properties owned or controlled by third parties.

#### COMPENSATION:

For property sales of Board owned or controlled properties, Vendor shall be paid a brokerage fee of 2.5% of the sale price. For properties leased by the Board through Vendor's leasing services hereunder. Vendor shall be paid a portion of the base lease rental in accordance with the terms of the agreement negotiated, not to exceed a negotiated percentage of the base rental value of the lease as agreed by the Director of Real Estate.

#### AUTHORIZATION:

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

#### AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Enterprise Participation in Goods and Services Contracts (M/WBE Program), this contract is exempt from MWBE review, because there is no cost to the Board.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

Not Applicable

# FINANCIAL:

Fund 412 Department of Real Estate, 11910 Fee for service will be based on 2.5% of the sale price for each property sold, or a portion of the lease agreement. This service is of no cost to the Board.

#### CFDA#:

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 20-0624-PR9

#### AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR AUDIT SERVICES

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

Authorize new agreements with various vendors to provide audit services to the Department of Internal Audit and Compliance at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-3. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to the 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 this agreement is stated below.

Specification Number : 19-350044

Contract Administrator : Cantero, Mrs. Nanzi / 773-553-2237

# **USER INFORMATION :**

Contact: 10430 - Office of Internal Audit and Compliance 42 West Madison Street Chicago, IL 60602 Jacob, Miss Angelica M 773-553-2526

#### TERM:

The term of each agreement shall commence on September 1, 2020 and shall end August 31, 2023. 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.

#### SCOPE OF SERVICES:

Vendors may provide internal audit services focused on the following categories: school audit execution, central office audit execution, risk assessment activities, and data analytics. Vendors will conduct audits as requested for either schools or central office departments as the need arises. Other projects may include risk assessment activities and data analytic projects.

#### DELIVERABLES:

Vendors may only provide audit services in the categories for which each is being awarded as specified in their Agreement. The categories and respective deliverables are the following:

1. School Audits - Executed audits and final audit reports identifying findings, recommendations and process improvements.

2. Central Office Audits - Executed audits and final audit reports identifying findings, recommendations, process improvements, and efficiency and cost savings opportunities.

3. Risk Assessment Activities - Documentation of agreed upon risk assessment activities including risk assessment interview notes, detailed risk registers, executive leadership and board presentation materials.

4. Data Analytics - Summary of results for agreed upon analytic project which may include findings, process improvements or cost saving opportunities.

#### OUTCOMES:

Vendors' services will result in the following:

- 1. Performing school audits in an accurate and timely manner.
- 2. Performing Central Office audits in an accurate and timely manner.
- 3. Performing assigned risk assessment activities in line with leading best practices.
- Performing data analytic projects in an accurate and timely manner which increases department efficiencies.

#### COMPENSATION:

Each Vendor shall be paid as specified in their respective agreement; total compensation shall not-to-exceed \$2,250,000 in the aggregate for the three (3) year term of the Agreements. Future funding contingent on budget approval.

#### **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 Internal Audit 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), the Business Diversity goals for this pool are 30% MBE and 7% WBE. This vendor pool is comprised of 6 vendors with 3 MBEs. The User group has committed to achieve the Business Diversity goals through the utilization of the certified diverse suppliers and certified diverse subcontractors.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Fund 115 Internal Audit and Compliance, Unit 10430 \$750,000, FY21 \$750,000, FY22 \$750,000, FY23 Not to exceed \$2,250,000 in the aggregate for all Vendors for the three (3) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

4)

1)

Vendor # 19608

ADELFIA LLC 400 E. RANDOLPH STREET STE 700 CHICAGO, IL 60601

Maria F. Balita

312 240-9500

Categories: 1, 2 and 3 Ownership: Stella Marie Santos - 17.3%; Jennifer Roan-17.3%; Annabelle Abueg-17.3%; Maria Fides Balita-17.3% and Maria Divina Valera-17.3% 5)

2)

Vendor # 96159

BRONNER GROUP, LLC 120 NORTH LASALLE STREET CHICAGO, IL 60602

Marilyn Katzin

312 759-5101

Categories: 1, 2 and 3 Ownership: Gila J. Bronner - 100% 6)

3)

Vendor # 34134

Guidehouse Inc. 1800 Tysons Blvd, 7th floor Mclean, VA 22102

Raveen Rao

630 650-1034

Categories: 2, 3 and 4 Ownership: Guidehouse LLP - 100%

Vendor # 23326

KPMG LLP 200 E RANDOLPH STREET CHICAGO, IL 60601

James Czarnecki

312 665-3428

Categories: 1, 2, 3 and 4 Ownership: No partner or principal has more than 1% ownership

Vendor # 68985

RINGOLD FINANCIAL MANAGEMENT SERVICES, INC. 850 SOUTH WABASH AVENUE CHICAGO, IL 60605

Michelle Ringold

312 566-9705

Categories: 1, 2 and 3 Ownership: Michelle Ringold - 100%

Vendor # 29778

RSM US LLP 1 SOUTH WACKER DRIVE CHICAGO, IL 60606-3392

Nathaniel Ruey

312 634-3328

Categories: 2, 3 and 4 Ownership: No one partner owns more than 1%

# AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH OMICRON TECHNOLOGIES, INC. FOR STUDENT KEY CARD SYSTEMS AND ASSOCIATED SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Omicron Technologies, Inc. for the purchase of software and support services to all schools at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on April 23, 2020 and approved by the Chief Procurement Officer. Prior to approval as a Sole Source, the item was published on the Procurement website on April 21, 2020, found here: cps.edu/procurement. The item will remain on the Procurement website until the June 24, 2020 Board Meeting. This process complies with the independent consultant's recommendations for the sole source procurements and the Board's "Single/Sole Source Committee Charter". A written extension document is currently being negotiated. No payment shall be made to Omicron Technologies Inc during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information perinent to this extension is stated below.

Contract Administrator : Forero, Mr. Bryan / 773-553-2280

#### VENDOR:

 Vendor # 22049 OMICRON TECHNOLOGIES, INC.
 6348 N MILWAUKEE AVE., STE 328 CHICAGO, IL 60646 Lionel Rabb
 773 583-8267

Ownership: Lionel Rabb - 100%

# **USER INFORMATION :**

Project	12510 - Information & Technology Services
Manager:	42 West Madison Street
	Chicago, IL 60602
	Gallagher, Mr. Patrick F.
	773-553-1300

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 04-0922-PR9) in the amount of \$5,000,000 was for a term commencing October 1, 2004 and ending September 30, 2009, with the Board having two (2) options to renew for one (1) year terms each. The agreement was renewed (authorized by Board Report 09-0923-PR10) for a period commencing October 1, 2019 and ending September 30, 2010. The agreement was further renewed (authorized by Board Report 10-0922-PR10) for a period commencing October 1, 2010 and ending September 30, 2011. The agreement was subsequently extended for a term commencing October 1, 2011 and ending on September 30, 2012 and amended to add an additional option to renew (authorized by Board Report 11-0928-PR8). The agreement was further extended (authorized by Board Report 12-0925-PR7) for a period commencing October 1, 2012 and ending June 30, 2013. The agreement was further extended (authorized by Board Report 13-0626-PR36) for a period commencing July 1, 2013 and ending June 30, 2015. The agreement was further extended (authorized by Board Report 15-0826-PR9) in the amount of \$3,000,000 for a term commencing July 1, 2015 and ending June 30, 2017. The agreement was further extended (authorized by Board Report 17-0524-PR10) in the amount of \$2,500,000 for a term commencing July 1, 2017 and ending June 30, 2019. The agreement was further extended (authorized by Board Report 19-0626-PR10) in the amount of \$463,721 for a term commencing July 1, 2019 and ending June 30, 2020. The original agreement was awarded on a non-competitive basis.

#### **EXTENSION PERIOD:**

The term of this agreement is being extended for three (3) years commencing July 1, 2020 and ending June 30, 2023.

#### SCOPE OF SERVICES:

Omicron's Verify was one of five software packages that make up the Board's previous Student Information System (IMPACT). The new Aspen Student Information System which went live in April of 2019, took over a majority of the functionality that Verify offered including student incident management, student fees, as well as loss and theft claims. Software support, software licensing and help desk services for the ID/Security system will remain with vendor Omicron in a software package now called Focus. This agreement would also include the continuation of providing hardware and software for Door Swipes, Student ID card creation, and printed Tardy Passes operations at schools and other Board entities. The Focus software product is supported by a help desk, managed and manned by Omicron.

# DELIVERABLES:

The Focus software product will contain the following modules that the Board's schools currently utilize: - Student ID Module

- Building Access Module for students
- Visitor tracking module

Vendor will continue to provide help desk services via phone and the web. Services are provided throughout the school year including summer classes/school.

#### OUTCOMES:

Vendor's services will result in the implementation and operation of Board's student ID systems. Specific outcome areas are listed below:

Student ID Fulfillment Services, Software Licensing for school-based ID creation, building access and visitor tracking functionality. Omicron will support their software products by providing help desk services via phone and the web.

#### COMPENSATION:

Vendor shall be paid as follows: Estimated annual costs for the three (3) year term are set forth below: \$185,000, FY21 \$185,000, FY22

\$185,000, FY23

# AUTHORIZATION:

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

#### AFFIRMATIVE ACTION:

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

#### FINANCIAL:

Various Funds, ITS, Unit 12510 \$185,000, FY21 \$185,000, FY22 \$185,000, FY23 Not to exceed \$555,000 for the three (3) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

# 20-0624-PR11

#### AUTHORIZE A NEW AGREEMENT WITH CITYSPAN TECHNOLOGIES INC. FOR PROGRAM MANAGEMENT FUNCTIONS FOR STUDENT TRANSITION PROGRAMS SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Cityspan Technologies Inc. to provide program management functions for extended learning opportunities and case management for student transition programs to the Department of Information Technology Services at an annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on May 27, 2020 and approved by the Chief Procurement Officer. Prior to approval as a Sole Source, the item was published on the Procurement website on May 14, 2020, found

here: cps.edu/procurement. The item will remain on the Procurement website until the June 24, 2020 Board Meeting. This process complies with the independent consultant's recommendations for sole source procurements and the Boards "Single/Sole Source Committee Charter." A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Forero, Mr. Bryan / 773-553-2280

#### VENDOR:

 Vendor # 97779 CITYSPAN TECHNOLOGIES INC. 2054 UNIVERSITY AVE, 5F BERKELEY, CA 94704 Mark Min 510 665-1700

Ownership: Mark Min, 100%

#### **USER INFORMATION:**

Project Manager: 12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Kempner, Dr. Sara G.

773-553-1300

#### TERM:

The term of this agreement shall commence on July 1, 2020 and shall end June 30, 2022. This agreement shall have two (2) options to renew for periods of one (1) year each.

#### EARLY TERMINATION RIGHT:

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

#### SCOPE OF SERVICES:

Vendor will provide supplemental ITS software and will provide system-wide features, provider-level features, as well as collect student-level data for specific programs (e.g., out-of-school time programs, Community Schools). Vendor will also generate summary reports that meet program and funding requirements of the Chicago Public Schools.

In addition to student-level program participation data, Vendor will implement custom case management functionalities to track supports provided to students served by the Juvenile Justice Transition Support Team and the Student Outreach and Re-engagement (SOAR) Centers. Functionalities include student/specialist assignments, planning and tracking student outcomes, and creating individual success plans that integrate student enrollment and attendance data from IMPACT/SIM to track. Additional services include support for the IL-EMPOWER grant program serving 278 schools to allow the Office of Budget and Grants Management to collect and manage school-level information for the grant application and program implementation.

#### **DELIVERABLES:**

Vendor will:

 Provide licensing and systems maintenance to the Chicago Public Schools for a period of two (2) years.
 Provide user account management, annual program management setup, nightly data exchange with the CPS IMPACT systems, application development and configuration services for feature development in support of the following programs and processes:

- Title 1 Programs
- After School All Stars
- Community Schools Initiative
- OST Programs (YBTC, Science Olympiad, Debate, Decathlon, TPPI, etc.)
- SOAR
- SMART
- Individualized Success plans
- Thrive data exports
- Juvenile Justice
- Provide System that will accommodate for both system wide and provider specific feature sets.

- Provide System that will allow for robust reporting to satisfy all program specific requirements; including cross-provider and cross-school reports for state/federal grant tracking, school level teacher class schedule reporting, school level and provider level actuals vs. projection, provider level reporting to audit attendance data, and other reports as needed.

#### OUTCOMES:

Vendor's services will result in:

- A solution that allows CPS to track and report upon student participation for in-scope programs, including attendance and dosage where applicable.

- Program participation data back to the CPS data warehouse to allow for an analysis of program efficacy based on other student performance indicators that reside outside of the Vendor's program.

 Provide as needed user support, system configuration and or project management expertise to external service providers and community based organizations.

#### COMPENSATION:

Vendor shall be paid as follows: Estimated annual costs for the two (2) year term are set forth below: \$ 376,000, FY21 \$ 376,000, FY22

REIMBURSABLE EXPENSES:

None

#### AUTHORIZATION:

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

#### AFFIRMATIVE ACTION:

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

#### LSC REVIEW:

Local School Council approval is not applicable to this report

#### FINANCIAL:

Various Funds, ITS, 12510 Title 1 Subpart D Truants Alternatives Optional Education Program (TAOEP) 21st Century Community Learning Center \$ 376,000, FY21 \$ 376,000, FY22 Not to exceed \$752,000 for the two (2) year term. Future year funding is contingent upon budget appropriation and approval

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR FIELD SUPPORT SERVICES

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

Authorize new agreements with various vendors to provide field support services to schools at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-3. Written agreements for each Vendor's services are currently being negotiated. No services shall be provided by a Vendor and no payment shall be made to a Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind with respect to a Vendor in the event its written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 20-350016

Contract Administrator : Forero, Mr. Bryan / 773-553-2280

#### **USER INFORMATION :**

Project 12510 - Information & Technology Services Manager: 42 West Madison Street Chicago, IL 60602 Price, Ms. Debra 773-553-1300

#### TERM:

The term of each agreement shall commence on July 1, 2020 and shall end June 30, 2023. 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 this agreement with 30 days written notice.

#### SCOPE OF SERVICES:

Vendors will provide on-site technology break-fix repairs, related services and deskside support to schools and select administrative offices.

#### **DELIVERABLES:**

Vendors will provide specific services, including but not limited to the following:

- Proactive maintenance and technology training to requested schools
- Basic, Level 2, support for Interactive Whiteboards (IWBs), Audio/Visual Equipment and Peripheral
- equipment
- On-site support for school-based servers
- Warranty service for strategic district hardware

#### OUTCOMES:

Vendors' services will result in maximum uptime of the computer devices in the instructional and business environments at CPS.

#### COMPENSATION:

Vendor shall be paid as follows: Estimated annual costs for the three (3) year term are set forth below:

\$2,250,000, FY21 \$2,250,000, FY22 \$2,250,000, FY23

#### REIMBURSABLE EXPENSES: None

NONE

#### AUTHORIZATION:

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

#### AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), the Business Diversity goals for this pool are 30% MBE and 7% WBE. This vendor pool is comprised of 5 vendors with 4 MBEs and 1 WBE. The User group has committed to achieve the Business Diversity goals through the utilization of the certified diverse suppliers and certified diverse subcontractors.

#### LSC REVIEW:

Local School Council approval is not applicable to this report

#### FINANCIAL:

Various Funds, Information Technology Services, Unit 12510

FY21 \$2,250,000 ITS Operating Budget - \$750k, School Level Estimate - \$1.5M FY22 \$2,250,000 ITS Operating Budget - \$750k, School Level Estimate - \$1.5M FY23 \$2,250,000 ITS Operating Budget - \$750k, School Level Estimate - \$1.5M

Not to exceed: \$6,750,000 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).

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		4)	N/
1)	Vendor # 49050		Vendor # 49049
	AmeriCloud Solutions, Inc. 1635 W WISE RD #8 SCHAUMBURG, IL 60193		UIS CONSULTING, L.L.C. 225 W WASHINGTON ST SUITE 2200 CHICAGO, IL 60602
	Saleem Waheed 847 380-4180		Salman Khan 312 753-6830
	Ownership: Saleem Waheed 50%, Ahamed Ghani 50%		Ownership: Salman Khan 47%, Ahmed I Khan 25%, Ahmed Ghani 19.22%, Ahmed S Khan 8.78%
2)	Vendor # 35082	5)	Vendor # 63090
	RL CANNING, INC. 8700 W. BRYN MAWR AVE STE 120N CHICAGO, IL 60631		WYNNDALCO ENTEPRISES, LLC 19081 OLD LAGRANGE RD STE 106 MOKENA, IL 60448
	Gemara Williams		Herman Andalcio
	773 693-1900		312 256-9090
	Ownership: Rachel Canning 70%, Greg Canning 30%		Ownership: David R. Andalcio 100%
3)	Vendor # 29748		
	SMART TECHNOLOGY SERVICES, INCORPORATED 562 WEST WASHINGTON BOULEVARD CHICAGO, IL 60661		
	Stephen Baker		
	312 612-8225		

Vice President Revuluri moved and Board Member Sotelo seconded the motion to adopt Board Reports 20-0624-RS1 through 20-0624-RS3, 20-0624-RS5, 20-0624-PO1 through 20-0624-PO4, 20-0624-RU1, 20-0624-EX1, 20-0624-EX4, 20-0624-EX5, 20-0624-FN1, 20-0624-OP1, 20-0624-OP2, and 20-0624-PR1 through 20-0624-PR12.

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

Ownership: Stephen Baker 100%

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

Nays: None

President del Valle thereupon declared Board Reports 20-0624-RS1 through 20-0624-RS3, 20-0624-RS5, 20-0624-PO1 through 20-0624-PO4, 20-0624-RU1, 20-0624-EX1, 20-0624-EX4, 20-0624-EX5, 20-0624-FN1, 20-0624-OP1, 20-0624-OP2, and 20-0624-PR1 through 20-0624-PR12 adopted.

#### CHIEF FINANCIAL OFFICER REPORT FOR MAY 2020 ON THE EMERGENCY AUTHORITY EXERCISED UNDER RESOLUTION 20-0325-RS1

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

In accordance with Resolution 20-0325-RS1, the Board requires that the Chief Executive Officer submit a report of the authority exercised pursuant to that emergency ("emergency authority"). In compliance with the requirements of 20-0325-RS1, the Chief Financial Officer ("CFO") submits the attached CFO Emergency Expenditure Report, which summarizes the expenditures that the CEO approved cumulatively through May 31, 2020, which is hereby submitted to the Board.

Category	ltem	Quantity	Estimated Expenditures	Portion of Total Cost Attributed to the \$75 Million Emergency Authorization
Technology	Chromebooks	31,044	\$8,394,812	
	Dell Windows laptop	6,876	\$5,496,380	\$729,480
	Mifi units/hotspots	12,050	\$2,562,770	\$2,472,000
	iPads	26,690	\$6,174,663	\$894,700
	Device accessories packing and distribution	132,520	\$424,760	\$90,000
	Printing and translation of materials	1,314,142	\$507,682	\$469,673
	Licenses and software		\$191,022	
	Installation and set up services iPads/laptops	14,536	\$1,149,991	\$34,430
Total Technology			\$24,902,080	\$4,690,283
Educational Materials	AP exams	21,880	\$1,845,210	01155.000
	IEP DocuSign costs	27,000	\$1,155,000	
	Closure packet printing	531,089	\$531,089	
	Literacy supplies	354,312	\$529,320	\$8,600
Total Education Materials	Closure packet translation	53,203	\$53,203 <b>\$4,113,822</b>	\$1,163,600
Compensation	Premium pay for workers		\$19,173,833	\$11,805,261
Total Compensation			\$19,173,833	\$11,805,261
Emergency Supplies	Sanitizer, soap and facility supplies, mask	895,513	\$1,003,545	\$273,039
Total Emergency Supplies			\$1,003,545	\$273,039
Emergency Cleaning	Environmental cleaning, cleaning and disinfecting		\$530,894	
Total Cleaning			\$530,894	

## CFO EMERGENCY EXPENDITURE REPORT (Cumulatively through May 31, 2020)

	· · · · · · · · · · · · · · · · · · ·	1		
Nutrition	Reach-in refrigerator	1	\$4,360	
	Flyers	20,000	\$7,469	
	Students meals delivery	1,140,320	\$5,059,120	
Total Nutrition			\$5,070,949	\$0
· · · · · · · · · · · · · · · · · · ·	Student international travel cancellation expense			
Other	reimbursement		\$167,592	\$167,592
Total Other			\$167,592	\$167,592
Grand Total			\$54,962,715	\$18,099,775

## 20-0624-PR13

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

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

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

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

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## Board Rule 7-13(i) Report - April 2020 Contracts

Unit/Dept Number	Unit/Dept Name	Vendor Number	Vendor Name	Type of Contract	Total Cost/NTE	Start Date	End Date
11010	Talent Office	19614	SecondOpinionExpert	CPOR	\$70,000.00	4/1/2020	3/31/2022
10813	Social Science & Civic Engagement	42557	Facing History and Ourselves National Foundation, Inc	Delegation of Authority	\$25,200.00	4/10/2020	3/31/2023
12510	Information & Technology	19824	Aptris dba CDW Government	Delegation of Authority	\$0.00	7/1/2019	6/30/2020
12010	Nutrition Support Services	16469	D Bober/Extension	Delegation of Authority	\$0.00	8/1/2020	7/31/2021
22031	Louis A Agassiz Elementary School	N/A	Friends of Agassiz	Donation Under \$50k	\$29,250.00	2/28/2020	6/30/2020
22031	Louis A Agassiz Elementary School	N/A	Friends of Agassiz	Donation Under \$50k	\$20,000.00	2/28/2020	6/30/2020
23011	John B Drake Elementary School	N/A	Willow Creek	Donation Under \$50k	\$10,000.00	4/3/2020	6/30/2020
46611	Sarah E. Goode STEM Academy	N/A	IBM International Foundation	Donation Under \$50k	\$10,000.00	4/15/2020	12/31/2020
22031	Louis A Agassiz Elementary School	N/A	Friends of Agassiz	Donation Under \$50k	\$10,000.00	2/28/2020	6/30/2020
22031	Louis A Agassiz Elementary School	N/A	Friends of Agassiz	Donation Under \$50k	\$10,000.00	2/28/2020	6/30/2020
22031	Louis A Agassiz Elementary School	N/A	Friends of Agassiz	Donation Under \$50k	\$10,000.00	2/28/2020	6/30/2020
52011	World Language Academy High School	N/A	Cathy Griffin	Donation Under \$50k	\$5,000.00	4/2/2020	6/30/2020
22031	Louis A Agassiz Elementary School	N/A	Friends of Agassiz	Donation Under \$50k	\$5,000.00	2/28/2020	6/30/2020
22031	Louis A Agassiz Elementary School	N/A	Friends of Agassiz	Donation Under \$50k	\$5,000.00	2/28/2020	6/30/2020
29161	LaSalle Elementary Language Academy	N/A	Parent Donations	Donation Under \$50k	\$3,500.00	5/29/2019	6/30/2020
49031	Southside Occupational Academy High School	N/A	Chicago Heights Veterans Center and the Disabled American Veterans' of Chapter of Chicago	Donation Under \$50k	\$3,100.00	4/20/2020	6/30/2020
26031	Robert Nathaniel Dett Elementary School	N/A	Noelle D Christi	Donation Under \$50k	\$2,500.00	11/26/2019	6/30/2020
22351	William H Brown Elementary School	N/A	Soul City Church	Donation Under \$50k	\$1,780.50	2/3/2020	6/30/2020
26031	Robert Nathaniel Dett Elementary School	N/A	Soul City Church	Donation Under \$50k	\$1,780.50	11/26/2019	6/30/2020
31211	Pulaski International School of Chicago	N/A	Juan's Family and Friends	Donation Under \$50k	\$1,080.00	9/1/2019	6/30/2020
46101	Eric Solorio Academy High School	N/A	Parent Donations	Donation Under \$50k	\$1,039.00	9/1/2019	6/30/2020
23771	Theodore Herzl Elementary School	N/A	Am Shalom	Donation Under \$50k	\$1,000.00	1/8/2020	6/30/2020
23801	William G Hibbard Elementary School	N/A	Donors Choose	Donation Under \$50k	\$1,000.00	4/9/2020	6/30/2020
25101	Frank W Reilly Elementary School	N/A	University of Michigan	Donation Under \$50k	\$1,000.00	3/16/2020	6/30/2020
24981	Ambrose Plamondon Elementary School	N/A	University of Michigan	Donation Under \$50k	\$1,000.00	3/13/2020	6/30/2020
46211	Lake View High School	N/A	David Wayne Pappas	Donation Under \$50k	\$1,000.00	12/12/2019	6/30/2020
<b>462</b> 11	Lake View High School	N/A	Roscoe Village Neighbors	Donation Under \$50k	\$750.00	11/4/2019	6/30/2020
22031	Louis A Agassiz Elementary School	N/A	Scholarship America	Donation Under \$50k	\$700.00	3/5/2020	6/30/2020
25951	Richard J Daley Elementary Academy	18430	Bottling Group LLC DBA Pepsi Beverages Company	Donation Under \$50k	\$500.00	9/4/2019	6/30/2020
30071	Blair Early Childhood Center	N/A	American Veterans Community Trust Company, NFP	Donation Under \$50k	\$500.00	2/7/2020	6/30/2020
22921	Mariano Azuela Elementary School	N/A	Chipotle Mexican Grill	Donation Under \$50k	\$336.40	4/2/2020	6/30/2020
53011	Chicago Vocational Career Academy High School	N/A	Various Donors	Donation Under \$50k	\$330.00	2/4/2020	6/30/2020

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## Board Rule 7-13(i) Report - April 2020 Contracts

Unit/Dept Number	Unit/Dept Name	Vendor Number	Vendor Name	Type of Contract	Total Cost/NTE	Start Date	End Date
24641	Henry H Nash Elementary School	N/A	Your Cause, LLC Trustee for New York Life	Donation Under \$50k	\$314.28	4/21/2020	6/30/2020
49031	Southside Occupational Academy High School	N/A	Women's Athletic Association	Donation Under \$50k	\$250.00	4/23/2020	6/30/2020
22921	Mariano Azuela Elementary School	N/A	Portillo's Hot Dog, LLC	Donation Under \$50k	\$238.00	4/2/2020	6/30/2020
30071	Blair Early Childhood Center	N/A	Dan Patlak	Donation Under \$50k	\$200.00	4/21/2020	6/30/2020
32011	Albany Park Multicultural Academy	N/A	Albany Park Mutual Aid	Donation Under \$50k	\$200.00	4/17/2020	6/30/2020
24471	James B McPherson Elementary School	N/A	Greencity Project, LLC	Donation Under \$50k	\$150.00	7/1/2019	6/30/2020
25181	Martha Ruggles Elementary School	N/A	Mohamed A. Mohamedein	Donation Under \$50k	\$100.00	2/27/2020	6/30/2020
12510	Information & Technology	64934	RR Donnelly	Educational Agreement	\$250,000.00	4/20/2020	5/15/2020
10410	Chief Executive Officer	20041	Chicago Children's Advocacy	Educational Agreement	\$0.00	10/1/2020	9/30/2023
46251	Morgan Park High School	N/A	Morgan Park High School Alumni Association	Gifts Under \$50k	\$7,500.00	1/21/2020	6/30/2020
23101	Edward K Ellington Elementary School	N/A	Shure, Inc.	Gifts Under \$50k	\$3,160.00	4/20/2020	6/30/2020
25871	A.N. Pritzker School	61212	T-Mobile USA, INC.	Gifts Under \$50k	\$2,850.00	4/22/2020	6/30/2020
23801	William G Hibbard Elementary School	N/A	St. Demetrios Ladies Philoptochos Society	Gifts Under \$50k	\$230.00	3/9/2020	6/30/2020
46211	Lake View High School	N/A	Chicago Cubs	Grants Under \$50k	\$25,000.00	2/11/2020	6/30/2020
02541	Principal Quality	N/A	The Chicago Public Education Fund	Grants Under \$50k	\$22,500.00	4/28/2020	6/30/2020
47041	John Marshall Metropolitan High School	N/A	Advocate Health Care	Grants Under \$50k	\$17,500.00	9/4/2019	6/30/2020
22761	Henry R Clissold Elementary School	N/A	Ruth Oliver Secord Perpetual Charitable Trust	Grants Under \$50k	\$15,000.00	3/16/2020	6/30/2020
22921	Mariano Azuela Elementary School	N/A	Korean Education Center	Grants Under \$50k	\$12,000.00	3/13/2020	6/30/2020
22031	Louis A Agassiz Elementary School	55537	Lowe's Home Center	Grants Under \$50k	\$5,000.00	11/25/2019	6/30/2020
24281	Mary Lyon Elementary School	N/A	Whole Kids Foundation	Grants Under \$50k	\$3,000.00	4/1/2020	6/30/2020
22441	Irene C. Hemandez Middle School for the Advancement of Science	N/A	National Energy Education Development	Grants Under \$50k	\$600.00	1/24/2020	6/30/2020
23771	Theodore Herzl Elementary School	39861	Academy for Urban School Leadership	Grants Under \$50k	\$500.00	1/24/2020	6/30/2020
23771	Theodore Herzl Elementary School	39861	Academy for Urban School Leadership	Grants Under \$50k	\$400.00	2/21/2020	6/30/2020
22931	Charles S Deneen Elementary School	39861	Academy for Urban School Leadership	Grants Under \$50k	\$400.00	2/21/2020	6/30/2020
11010	Talent Office	16049- Inactive	Talx Corporation	No Fee	\$0.00	3/1/2020	2/28/2021
25941	Carrie Jacobs Bond Elementary School	99604- Inactive	Shiloh Baptist Church	Real Estate	N/A	8/1/2018	7/31/2022
10210	Law Office	N/A	Baez, Esteban	Settlement	\$45,461.80	N/A	4/9/2020
10210	Law Office	N/A	Nolen, Cedric P.	Settlement	\$45,000.00	N/A	4/28/2020
10210	Law Office	N/A	Billups, LaTonya	Settlement	\$41,378.70	N/A	3/27/2020

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## Board Rule 7-13(i) Report - April 2020 Contracts

Unit/Dept Number	Unit/Dept Name	Vendor Number	Vendor Name	Type of Contract	Total Cost/NTE	Start Date	End Date
10210	Law Office	N/A	Faggins, Tamaria	Settlement	\$25,000.00	N/A	4/29/2020
10210	Law Office	N/A	Murphy, Jeanne	Settlement	\$25,000.00	N/A	4/16/2020
10210	Law Office	N/A	Stewart, Donetta	Settlement	\$25,000.00	N/A	4/13/2020
10210	Law Office	N/A	Sandoval, Ricardo	Settlement	\$24,503.76	N/A	5/6/2020
10210	Law Office	N/A	Ward, Jeanne M.	Settlement	\$23,799.17	N/A	4/28/2020
10210	Law Office	N/A	Conley, Sharon	Settlement	\$22,607.79	N/A	4/2/2020
10210	Law Office	N/A	Paulette, Nancy	Settlement	\$21,342.07	N/A	4/2/2020
10210	Law Office	N/A	Flowers, Laqwan	Settlement	\$20,000.00	N/A	4/9/2020
10210	Law Office	N/A	Carr, Korinne	Settlement	\$19,805.53	N/A	3/30/2020
10210	Law Office	N/A	Molina, Angel	Settlement	\$17,003.65	N/A	4/15/2020
10210	Law Office	N/A	Connolly, Kelly	Settlement	\$16,806.48	N/A	4/14/2020
10210	Law Office	N/A	Parks, Jazzmyne	Settlement	\$15,000.00	N/A	4/20/2020
10210	Law Office	N/A	McNamara, Sarah	Settlement	\$13,050.41	N/A	3/23/2020
10210	Law Office	N/A	Navarro, Patrocinio	Settlement	\$12,758.00	N/A	4/20/2020
10210	Law Office	N/A	Smith, Yolanda	Settlement	\$11,833.11	N/A	4/8/2020
10210	Law Office	N/A	Berry, Deon	Settlement	\$9,983.00	N/A	3/10/2020
10210	Law Office	N/A	Cook, Frances	Settlement	\$9,120.50	N/A	5/6/2020
10210	Law Office	N/A	Smith, Cassandra J.	Settlement	\$8,749.10	N/A	5/1/2020
10210	Law Office	N/A	Fraley, Lisa	Settlement	\$7,392.00	N/A	3/23/2020
10210	Law Office	N/A	Okane, Maureen	Settlement	\$5,783.05	N/A	3/13/2020
10210	Law Office	N/A	Owens, Latanya	Settlement	\$5,124.60	N/A	3/23/2020
10210	Law Office	N/A	Pruitt, James	Settlement	\$2,190.00	N/A	4/20/2020
10210	Law Office	N/A	Quinones, Edith	Settlement	\$1,432.05	N/A	4/17/2020
10210	Law Office	N/A	Ragei, Makary	Settlement	\$1,328.00	N/A	4/13/2020
10210	Law Office	N/A	Davis, Roslyn	Settlement	\$1,000.00	N/A	4/8/2020
10210	Law Office	N/A	Rose, Erik	Settlement	\$336.80	N/A	4/24/2020
10210	Law Office	N/A	Lopez, Elisa	Settlement	\$289,62	N/A	4/20/2020
10210	Law Office	N/A	Gutierrez, Marcie	Settlement	\$277.55	N/A	4/30/2020
10210	Law Office	N/A	Morales, Marilyn	Settlement	\$1.00	N/A	5/1/2020

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#### **REPORT ON PRINCIPAL CONTRACTS (NEW)**

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

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

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

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

NAME	FROM	то	CONTRACT TERM
Raul Bermejo	AP EDWARDS	Contract Principal EDWARDS Network 8 P.N.116689	Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021
Elwanda Butler	AP EARLE	Contract Principal FULTON Network 11 P.N.302865	Commencing: 05-18-2020 Ending: 05-17-2024 Budget Year: SY2020
Melissa Resh	AP LAKE VIEW HS	Contract Principal PAYTON HS Network 15 P.N.142014	Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021
Eric Steinmiller	AP ROOSEVELT HS	Contract Principal LINCOLN PARK HS Network 14 P.N.115490	Commencing: 05-04-2020 Ending: 05-03-2024 Budget Year: SY2020

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

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

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

## 20-0624-EX7

## REPORT ON PRINCIPAL CONTRACTS (RENEWALS)

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

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

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

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

NAME	FROM	то	CONTRACT TERM
Natasha Buckner	Contract Principal CLARK ES	Contract Principal CLARK ES ISP P.N.119124	Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021
Alice Buzanis	Contract Principal SHERWOOD	Contract Principal SHERWOOD ISP P.N.122629	Commencing: 08-25-2020 Ending: 08-24-2024 Budget Year: SY2021
Tanya Fields	Contract Principal KERSHAW	Contract Principal KERSHAW Network 11 P.N.112440	Commencing: 12-23-2020 Ending: 12-22-2024 Budget Year: SY2021
Joyce Kenner	Contract Principal YOUNG HS	Contract Principal YOUNG HS ISP P.N.134802	Commencing: 11-27-2019 Ending: 11-26-2023 Budget Year: SY2020
Antigoni Lambrinides	Contract Principal WEST RIDGE	Contract Principal WEST RIDGE ISP P.N.406691	Commencing: 12-03-2020 Ending: 12-02-2024 Budget Year: SY2021
Alene Mason	Contract Principal JOPLIN	Contract Principal JOPLIN Network 11 P.N.137722	Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021
Elizabeth Nessner	Contract Principal HEALY	Contract Principal HEALY Network 6 P.N.406685	Commencing: 06-03-2020 Ending: 06-02-2024 Budget Year: SY2020
Barbara Oken	Contract Principal FARNSWORTH	Contract Principal FARNSWORTH Network 1 P.N.122805	Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021
Erik Olson	Contract Principal HAMLINE	Contract Principal HAMLINE Network 8 P.N.122452	Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021
Angela Sims	Contract Principal LENART	Contract Principal LENART ISP P.N.120168	Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021
Efren Toledo	Contract Principal THORP O	Contract Principal THORP O ISP P.N.138095	Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021
Ruth Walsh	Contract Principal ADDAMS	Contract Principal ADDAMS ISP P.N.120259	Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021

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

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

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

#### REPORT ON BOARD REPORT RESCISSIONS

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING:

I. Extend the rescission dates contained in the following Board Reports to August 26, 2020 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:

 1. 16-0427-OP2: Approve Renewal Lease Agreement with Lawndale Educational Regional Network ("L.E.A.R.N.") Charter School, Inc. for A Portion of the Thorp School Building at 8914 South Buffalo Avenue.
 Services: Charter School Lease User Group: Real Estate Status: In negotiations

 16-0525-OP2: Approve Renewal of Intergovernmental Agreement with City Colleges for Use of the Building Located at 3400 N. Austin Ave.
 Services: Lease Agreement User Group: Real Estate Status: In negotiations

 16-1207-OP10: Approve Renewal Lease Agreement with Polaris Charter Academy for Former Morse School, 620 N. Sawyer Avenue. Services: Lease Agreement User Group: Office of Real Estate Status: In negotiations

 4. 17-1206-EX20: Authorize Renewal of the Chicago Tech Academy High School Agreement with Conditions.
 Services: Charter School User Group: Office of Innovation and Incubation Status: In negotiations

 19-0227-OP1: Authorize Agreements with Asian Human Services and Gads Hill Center to Provide Funding for Construction of Early Learning Childhood Facilities to Provide Universal Pre-School.
 Services: Universal Pre-School
 User Group: Facility Operations and Maintenance

Status: 1 of 2 agreements are fully executed, other is in negotiations

6. 19-0327-OP1: Approve Entering into an Intergovernmental Agreement with the Chicago Housing Authority for the Exchange of Land, a Temporary Construction License Agreement for Facilities and License for Replacement Parking for Aldridge School Services: Exchange and License of land User Group: Real Estate Status: In negotiations

 19-0424-EX5: Amend Board Report 17-0828-EX12: Amend Board Report 16-1207-EX8: Authorize Renewal of the KIPP Chicago Charter Schools Agreement with Conditions. Services: Charter School User Group: Innovation & Incubation Status: In negotiations

 19-0424-EX7: Amend Board Report 19-0123-EX12: Authorize Renewal of the Excel Academy Southwest Agreement with Conditions.
 Services: Charter School User Group: Innovation & Incubation Status: In negotiations

 19-0724-PR6: Authorize a New Agreement For Hosted Software and Related Services with Managebac Inc. for International Baccalaureate Managebac Software.
 Services: International Baccalaureate Managebac Software User Group: Magnet, Gifted and IB Programs Status: In negotiations

10. 19-0724-EX3: Amend Board Report 18-0425-EX7: Amend Board Report 17-0828-EX10: Amend Board Report 16-1207-EX6 Authorize Renewal of the Chicago International Charter School Agreement with Conditions. Services: Charter School User Group: Innovation & Incubation Status: In negotiations

11. 19-0724-EX4: Amend Board Report 18-0822-EX3: Amend Board Report 17-1206-EX9 Authorize Renewal of the Chicago Collegiate Charter School Agreement with Conditions. Services: Charter School User Group: Innovation & Incubation Status: In negotiations  12. 19-0828-OP2: Approve Entering Into an Intergovernmental Use Agreement with the Chicago Park District in Connection with the Construction and Use of an Indoor Facility at Gately Park. Services: Lease Agreement User Group: Office of Real Estate Status: In negotiations

 13. 19-0828-OP3: Approve Entering Into an Intergovernmental Use Agreement with the Chicago Park District in Connection with the Construction and Use of Athletic Fields at Lincoln Park. Services: Lease Agreement User Group: Office of Real Estate Status: In negotiations

 19-0828-PR3: Authorize a New Agreement with Teaching Strategies, LLC for Teaching Strategies Gold Assessment Services.
 Services: Assessment Services
 User Group: Early Childhood Development – City Wide Status: In negotiations

15. 19-0925-PR12: Authorize the Renewal of the Intergovernmental Agreement with City of Chicago, Department of Public Health, for Inspection, Re-Inspection, Training and Consulting Services. Services: Inspection, Re-Inspection, Training and Consulting Services User Group: Nutrition Support Services Status: In negotiations

 19-1120-PR1: Ratify a New Agreement with Various Vendors for College and Career Readiness Services.
 Services: College and Career Readiness Services
 User Group: College to Careers Success Office
 Status: 6 of 12 have been fully executed; the remainder are in negotiations

17. 19-1120-PR11: Amend Board Report 18-1024-PR10: Authorize the First Renewal Agreement with Hartford Life and Accident Insurance Company and Cannon Cochran Management Services, Inc. for Third Party Claims Administration Services and Life Insurance. Services: Third Party Claims Administration Services and Life Insurance User Group: Talent Office Status: In negotiations

 19-1120-PR13: Authorize the First Renewal Agreements with Various Vendors for Defined Contribution Retirement Services.
 Services: Defined Contribution Retirement Services.
 User Group: Talent Office Status: In negotiations

 19-1211-PR3: Amend Board Report 17-0726-PR6: Authorize the Pre-Qualifications of and New Agreements with Various Vendors to Provide Temporary Staffing Services.
 Services: Temporary Staffing Services User Group: Talent Office Status: In negotiations

 20. 20-0122-OP1: Approve Renewal Lease Agreement with Academy for Global Citizenship Charter School for the Hearst Annex School Building, 4941 W. 46<sup>th</sup> Street.
 Services: Lease Renewal Agreement User Group: Real Estate Status: In negotiations

21. 20-0122-OP2: Approve Renewal Lease Agreement with the Noble Network of Charters for a Portion of Bowen High School, 2710 E. 89<sup>th</sup> Street.
 Services: Lease Renewal Agreement
 User Group: Real Estate
 Status: In negotiations

22. 20-0122-OP3: Approve Renewal Lease Agreement with the Noble Network of Charters for a Portion of Corliss High School, 821 E. 103<sup>rd</sup> Street
 Services: Lease Renewal Agreement
 User Group: Real Estate
 Status: In negotiations

23. 20-0122-OP4: Approve Renewal Lease Agreement with the Noble Network of Charters for a Portion of Revere School, 1010 E. 72nd Street. Services: Lease Renewal Agreement User Group: Real Estate Status: In negotiations

24. 20-0122-OP5: Approve Renewal Lease Agreement with the North Lawndale Preparatory Charter High School for a Portion of Collins High School Building, 1313 S. Sacramento Drive. Services: Lease Renewal Agreement User Group: Real Estate Status: In negotiations 25. 20-0122-OP6: Approve Renewal Lease Agreement with Northwestern University Settlement Association for the Main Lozano School Building, 1424 N. Cleaver Street Services: Lease Renewal Agreement User Group: Real Estate Status: In negotiations 25. 20-0122-OP7: Approve Renewal Lease Agreement with Providence Englewood School Corporation for the Former Bunche School Building, 6515 S. Ashland Avenue. Services: Lease Renewal Agreement User Group: Real Estate Status: In negotiations 20-0122-OP8: Approve Renewal Lease Agreement with Urban Prep Academies for the Doolittle School Building, 521 E. 31st Street. Services: Lease Renewal Agreement User Group: Real Estate Status: In negotiations 27. 20-0325-PR2: Authorize New Agreement with College Entrance Examination Board dba The College Board For College Entrance Exams, Professional Development and Related Services. Services: College Entrance Exams User Group: Office of Teaching and Learning Status: In negotiations 28. 20-0325-PR6: Authorize A New Agreement with W.W. Grainger, Inc. for the Purchase of Maintenance, Repair and Operations Supplies. Services: Purchase of Maintenance, Repair and Operations Supplies. User Group: Facilities Operations and Maintenance Status: In negotiations 29. 20-0325-PR8: Authorize New Agreements with Various Vendors for the Purchase and Lease of Output Devices and to Provide Managed Print Services (MPS). Services: Purchase and Lease of Output Devices User Group: Information Technology Services Status: In negotiations

II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:

None.

President del Valle thereupon declared Board Reports 20-0624-FN2, 20-0624-PR13, 20-0624-EX6, 20-0624-EX7, and 20-0624-AR1 accepted.

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

Mr. President, we will now proceed with the separate votes as noted and we will begin with a separate vote on [EX2 - Approve Entering Into an Army JROTC Program Agreement with the U.S. Department of the Army for William J. Bogan Technical High School].

## 20-0624-EX2

APPROVE ENTERING INTO AN ARMY JROTC PROGRAM AGREEMENT WITH THE U.S. DEPARTMENT OF THE ARMY FOR WILLIAM J. BOGAN TECHNICAL HIGH SCHOOL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with the U.S. Department of the Army to establish and operate an Army Junior Reserve Officers' Training Corps Program ("AJROTC Program") at William J. Bogan Technical High School. The agreement shall incorporate the AJROTC standard operating procedures and regulations as established by the Department of the Army which regulate the operation of the Army JROTC Program. A written agreement is available for Board Signature. This Board Report is also to approve entering into employment contracts with JROTC instructors. Information pertinent to these agreements is stated below.

PROVIDER:	Department of the Army Headquarters, Junior Reserve Officers' Training Corps United States Army Cadet Command 394 Dragoon Road, Fort Knox, KY 40121 Attention: Mr. Leon McMullen Phone: (757) 788-4585
USER:	William J. Bogan Technical High School 3939 West 79th Street Chicago, IL 60652 Attention: Alahrie A. Aziz-Sims - Principal Phone: (773) 535-2180

**TERM:** The term of the Army JROTC agreement shall commence on August 1, 2020 and shall remain in effect until it is terminated by the parties as set forth in the agreement.

**PROGRAM TRANSFER AND DESCRIPTION:** This report approves the establishment of an Army JROTC program at William J. Bogan Technical High School, effective August 1, 2020. The Army JROTC Program augments classroom instruction during the year through community service activities, drill competitions, field meets and other extracurricular activities. The Army JROTC Program also provides a 4-year academic program curriculum that promotes and teaches good citizenship. The Army JROTC Program is designed to do the following:

- Give students an appreciation of the origin, advantages and responsibilities of citizenship in our country.
- 2. Develop in students an understanding of good leadership skills and the advantages of strong moral character.
- 3. Promote in the students an understanding for the need and application of our national security.
- Develop in students a sense of pride and personal discipline.
   Teach students to understand and respect the need for constitutional
- 5. Teach students to understand and respect the need for constitutional authority as the foundation of a democratic society.

**PROGRAM FUNDING:** The Department of the Army will provide the following JROTC Program funding and support: (1) cost-share reimbursement for retired Army JROTC instructors employed by the Board and approved by the United States Army Cadet Command, equal to one-half of the difference between the AJROTC instructors entitled retired pay and the active duty pay and allowances excluding hazardous duty and proficiency pay which they would receive if ordered to active duty; (2) payment for 100% of the cost of cadet uniforms and other 'table equipment' items (computers, training equipment, uniforms, etc.) as required upon the establishment of the AJROTC unit; and (3) payment for 100% of AJROTC textbooks and curriculum materials. All other AJROTC Program costs are the responsibility of the Board.

**OUTCOMES:** The AJROTC Program will provide students with the opportunity to develop leadership skills, responsibility, self-confidence, self-esteem, physical fitness, citizenship, and a spirit of patriotism.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreement with the Army for the establishment of the program. Authorize the Chief Talent Officer to execute all employment contracts for JROTC instructors subject to approval by the General Counsel, without additional Board approval. Authorize the Executive Director of Military Instruction to execute any ancillary documents required by the Army to establish an Army JROTC Program William J. Bogan Technical High School.

**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 not applicable to MBE/WBE review.

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

FINANCIAL: Credit Army JROTC payments to the General Fund.

William J. Bogan Technical High School: \$181,956 Salary Fiscal Year: 2020-2021 Budget Classification: 46041-115-51100-113119-000018 William J. Bogan Technical High School: \$60,045 Benefits Budget Classification: 46041-115-51330-290001-000018 Source of Funds: General Funds Total Cost Not to Exceed \$242,001

#### **GENERAL CONDITIONS:**

Inspector General – 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 applies to this agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time applies to this agreement.

Contingent Liability – Any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Board Member Todd-Breland moved and Board Member Truss seconded the motion to adopt Board Report 20-0624-EX2.

President del Valle thereupon opened the floor to the Discussion of Board Report 20-0624-EX2.

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

Yeas: Mr. Truss, Mr. Sotelo, and President del Valle – 3

Nays: Ms. Todd-Breland and Ms. Rome – 2

Vice President Revuluri and Board Member Meléndez abstained on Board Report 20-0624-EX2.

President del Valle thereupon declared Board Report 20-0624-EX2 adopted.

The Secretary presented the following Statement for the Public Record:

Mr. President, we will now proceed with a separate vote on [EX3 - Approve Entering Into an Army JROTC Program Agreement with the U.S. Department of the Army for Dr. Martin Luther King Jr. College Preparatory High School].

## 20-0624-EX3

#### APPROVE ENTERING INTO AN ARMY JROTC PROGRAM AGREEMENT WITH THE U.S. DEPARTMENT OF THE ARMY FOR DR. MARTIN LUTHER KING JR. COLLEGE PREPARATORY HIGH SCHOOL

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

Approve entering into an agreement with the U.S. Department of the Army to establish and operate an Army Junior Reserve Officers' Training Corps Program ("AJROTC Program") at Dr. Martin Luther King Jr. College Preparatory High School. The agreement shall incorporate the AJROTC standard operating procedures and regulations as established by the Department of the Army which regulate the operation of the Army JROTC Program. A written agreement is available for Board Signature. This Board Report is also to approve entering into employment contracts with JROTC instructors. Information pertinent to these agreements is stated below.

PROVIDER:	Department of the Army Headquarters, Junior Reserve Officers' Training Corps United States Army Cadet Command 394 Dragoon Road, Fort Knox, KY 40121 Attention: Mr. Leon McMullen Phone: (757) 788-4585
USER:	Dr. Martin Luther King Jr. College Preparatory High School 4445 South Drexel Boulevard Chicago, IL 60653 Attention: Brian Kelly - Principal Phone: (773) 535-1180

**TERM:** The term of the Army JROTC agreement shall commence on August 1, 2020 and shall remain in effect until it is terminated by the parties as set forth in the agreement.

PROGRAM TRANSFER AND DESCRIPTION: This report approves the establishment of an Army JROTC program at Dr. Martin Luther King Jr. College Preparatory High School, effective August 1, 2020. The Army JROTC Program augments classroom instruction during the year through community service activities, drill competitions, field meets and other extracurricular activities. The Army JROTC Program also provides a 4-year academic program curriculum that promotes and teaches good citizenship. The Army JROTC Program is designed to do the following:

- Give students an appreciation of the origin, advantages and responsibilities of citizenship in our country.
  - Develop in students an understanding of good leadership skills and the advantages of strong moral character.
  - 3. Promote in the students an understanding for the need and application of our national security.
  - Develop in students a sense of pride and personal discipline.
  - Teach students to understand and respect the need for constitutional authority as the foundation of a democratic society.

**PROGRAM FUNDING:** The Department of the Army will provide the following JROTC Program funding and support: (1) cost-share reimbursement for retired Army JROTC instructors employed by the Board and approved by the United States Army Cadet Command, equal to one-half of the difference between the AJROTC instructors entitled retired pay and the active duty pay and allowances excluding hazardous duty and proficiency pay which they would receive if ordered to active duty; (2) payment for 100% of the cost of cadet uniforms and other 'table equipment' items (computers, training equipment, uniforms, etc.) as required upon establishment of the AJROTC unit; and (3) payment for 100% of AJROTC textbooks and curriculum materials. All other AJROTC Program costs are the responsibility of the Board.

**OUTCOMES:** The AJROTC Program will provide students with the opportunity to develop leadership skills, responsibility, self-confidence, self-esteem, physical fitness, citizenship, and a spirit of patriotism.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreement with the Army for the establishment of the program. Authorize the Chief Talent Officer to execute all employment contracts for JROTC instructors subject to approval by the General Counsel, without additional Board approval. Authorize the Executive Director of Military Instruction to execute any ancillary documents required by the Army to establish an Army JROTC Program at Dr. Martin Luther King Jr. College Preparatory High School.

**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 not applicable to MBE/WBE review.

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

FINANCIAL: Credit Army JROTC payments to the General Fund.

Dr. Martin Luther King Jr. College Preparatory High School: \$204,650 Salary Fiscal Year: 2020-2021 Budget Classification: 46371-115-51100-113119-000018 Dr. Martin Luther King Jr. College Preparatory High School: \$65,625 Benefits Budget Classification: 46371-115-51330-290001-000018 Source of Funds: General Funds Total Cost Not to Exceed \$270,275

#### GENERAL CONDITIONS:

Inspector General – 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 applies to this agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time applies to this agreement.

Contingent Liability – Any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Board Member Todd-Breland moved and Board Member Truss seconded the motion to adopt Board Report 20-0624-EX3.

President del Valle thereupon opened the floor to the Discussion of Board Report 20-0624-EX3.

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

Yeas: Mr. Truss, Mr. Sotelo, and President del Valle – 3

Nays: Ms. Todd-Breland and Ms. Rome – 2

Vice President Revuluri and Board Member Meléndez abstained on Board Report 20-0624-EX3.

President del Valle thereupon declared Board Report 20-0624-EX3 adopted.

The Secretary presented the following Statement for the Public Record:

Mr. President, I believe Member Todd-Breland will present [MO1 - Motion to Terminate the Intergovernmental Agreement with the City of Chicago Authorized by Board Report Number 19-0828-EX4].

## FAILED OF ADOPTION

### MOTION TO TERMINATE THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHICAGO AUTHORIZED BY BOARD REPORT NUMBER 19-0828-EX4

Be it moved that the Board

- terminate the Intergovernmental Agreement between the Board of Education and the City of Chicago, including all options to renew, by which the City of Chicago Police Department provides 144 school resource officers assigned to schools, 48 mobile school officers, and 22 staff Sergeants to CPS at an annual cost of up to \$33 million dollars; and
- direct the CEO and the Department of Safety and Security to notify the City of Chicago of the termination today as required by the terms of the Intergovernmental Agreement.

The following are offered in support of the motion:

- The Board of Education of the City of Chicago ("the Board" or "the District") entered an Intergovernmental agreement ("IGA") with the City of Chicago for a School Resource Officer ("SRO") program, whereby the Chicago Police Department is to provide the services of sworn Chicago Police Department police officers as SROs to district schools, the terms of which are as follows:
  - the Board reimburses the Chicago Police Department for the services of SROs at an annual cost not to exceed \$33 million annually, which is payable in two installments: one covering September 1, 2019, to December 31, 2019, and the other covering January 1, 2020, to August 31, 2020, in amounts not to exceed \$16.5 million each; this IGA terminates on August 31, 2020.
- 2. The Board is responsible for the operation of the Chicago Public Schools ("CPS") including all interactions students have with adults in our school buildings.
- The partnerships that the Board enters must adhere to the District's Core Values, which include: being student-centered, supporting the whole child, and eliminating barriers to success to ensure equity.
- 4. The District's Equity Framework states, "To become a more equitable school district, we must...shift[ing] from a historical education lens that upholds structural racism to an equity lens that creates fair access and opportunities for all," and "requires a theory of change for re-imagining what our district could look like and do"; and the District's 5-Year Vision makes a commitment to focusing "on promoting equity and narrowing the opportunity gap for students most in need."
- 5. There is a well-documented history of police misconduct, abuse, violence, and disregard of human dignity and Black life. In addition, recent incidents of police violence against Black people across our country, and in our city, are in direct conflict with the values of the District and require us to take action.
- 6. National and local research consistently demonstrates that the presence of police in schools serves as an entry point to the school-to-prison pipeline and disproportionately harms Black, Indigenous, and Latinx students; students with disabilities; and students most in need who are furthest from opportunity:
  - Black students comprise less than 36% of the CPS student population, but between the SY12 and SY18, Black students accounted for nearly 66% of police notifications in CPS.
  - The rate of school-based police notifications for Black girls in CPS were 7 times the rate of notifications for White girls.
  - CPS students between the age of 6-10 were involved in more than 300 police incidents over a three year period.
  - In SY18, over 30% of police incidents involved students with Individualized Education Plans (IEPs), twice the percentage of students in the district with IEPs.
  - CPS SROs have accumulated thousands of allegations of misconduct against them. In addition to this gross harm, SRO misconduct has cost the district millions of dollars.
  - Police assigned to CPS have a combined total of at least 2,354 misconduct complaint records on file against them.

- The staffing of sworn police officers to act as SROs in District schools does not align with the District's Core Values, <u>Vision</u>, and <u>Equity Framework</u>.
- As evidenced by the majority of schools in our own district, and school districts across the country, there are multiple resources and pathways available to ensure school safety without the presence of school-based law enforcement officers.
- 9. The Board must identify alternative ways to holistically support, rather than criminalize, students.

## In support of the motion, the IGA is not in the best interest of CPS students and should be terminated.

#### References: Handcuffs in the Hallways: The State of Policing in Chicago Public Schools, The Shriver Center on Poverty Law, https://www.povertylaw.org/article/handcuffs-in-hallways-the-state-of-policing-in-chicagopublic-schools/ Citizens Police Data Project, invisible Institute, https://cpdp.co/ #CopsOutCPS Report, https://copsoutcps.com/wp-content/uploads/2020/06/CopsOutCPS-Report-6.16.20-1.pdf

Board Member Todd-Breland moved and Board Member Rome seconded the motion to adopt Board Report 20-0624-MO1.

President del Valle thereupon opened the floor to the Discussion of Board Report 20-0624-MO1.

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

Yeas: Ms. Todd-Breland, Ms. Meléndez, Ms. Rome – 3

Nays: Mr. Truss, Mr. Revuluri, Mr. Sotelo, and President del Valle – 4

President del Valle thereupon declared Board Report 20-0624-MO1 failed of adoption.

Board Member Rome presented the following Statement for the Public Record:

Mr. President, I would like to note for the Record that Board Report 20-0624-MO2 will be Withdrawn from Agenda.

## 20-0624-MO2

## WITHDRAWN

MOTION TO REQUIRE THAT THE CEO AND DISTRICT LEADERS IN CONSULTATION WITH SCHOOL COMMUNITIES IDENTIFY AND RECOMMEND ALTERNATIVES TO THE SCHOOL RESOURCE OFFICER PROGRAM TO ENSURE SAFE AND SUPPORTIVE SCHOOL ENVIRONMENTS

I move that the Board direct to the CEO to undertake the following actions by August 26, 2020:

- 1. The CEO shall consult with the school communities currently using the services of School Resource Officers (SROs) on alternative ways to ensure safety, well-being, and support using all or part of the up to \$33 Million currently budgeted to pay for SROs.
- 2. The CEO shall make recommendations to the Board on the alternative safety, well-being, and support initiatives for schools affected by the termination of the IGA no later than August 26, 2020.

President del Valle thereupon proceeded with Executive Session Agenda Items.

#### APPOINT ASSISTANT DEPUTY GENERAL COUNSEL DEPARTMENT OF LAW (Joselynne J. Gardner)

## THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

FROM:

New Employee

Appoint the following named individual to the position listed below effective July 6, 2020.

DESCRIPTION:

NAME:

. . . . .

TO:

Joselynne J. Gardner

External Title: Asst Deputy General Counsel Functional Title: Manager Department of Law Position No. 243837 Pay Band: A08 Flat rate Annual Salary: \$132,000.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

**PERSONNEL IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY20 School budget.

## 20-0624-AR3

#### APPOINT SENIOR ASSISTANT GENERAL COUNSEL DEPARTMENT OF LAW (Christy L. Michaelson)

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective July 6, 2020.

#### DESCRIPTION:

NAME:	FROM:	TO:
Christy L. Michaelson	New Employee	External Title: Senior Assistant General Counsel Functional Title: Manager Department of Law Position No. 245029 Pay Band: A07 Flat rate

Annual Salary: \$102,500.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

**PERSONNEL IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY20 School budget.

## 20-0624-AR4

#### APPOINT ASSISTANT GENERAL COUNSEL DEPARTMENT OF LAW (Rashad A. Simmons)

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

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

#### DESCRIPTION:

NAME:

FROM:

TO:

Rashad A. Simmons New Employee

External Title: Assistant General Counsel Functional Title: Professional IV Department of Law Position No. 245056 Pay Band: A06 Flat rate Annual Salary: \$85,000.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

**PERSONNEL IMPLICATIONS:** The position to be affected by approval of this action is contained in the FY20 School budget.

## 20-0624-AR5

#### AUTHORIZE RETENTION OF THE LAW FIRM BURKE, WARREN, MACKAY & SERRITELLA, P.C.

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the law firm Burke, Warren, MacKay & Serritella, P.C.

**DESCRIPTION:** The General Counsel requests authority to retain the law firm Burke, Warren, MacKay & Serritella, P.C. to represent the Board in property tax appeals, and other matters as determined by the General Counsel. Authorization is requested in the amount of \$160,000 for services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$160,000.00 to Law Department - Professional Services: Budget Classification Fiscal Year 2020 & 2021......10210-115

#### GENERAL CONDITIONS:

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

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

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

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

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

## 20-0624-AR6

#### AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM ANCEL GLINK, P.C.

## THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Ancel Glink, P.C.

**DESCRIPTION:** The General Counsel has continued retention of the law firm Ancel Glink, P.C. to represent the Board and its agents in civil matters. Additional authorization is requested in the amount of \$75,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

#### AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$75,000.00 to Law Department - Professional Services: Budget Classification Fiscal Year 2020 & 2021......10210-115

#### GENERAL CONDITIONS:

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

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

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

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

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

## 20-0624-AR7

#### AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM FRANCZEK, P.C.

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Franczek, P.C.

**DESCRIPTION:** The General Counsel has continued retention of the law firm Franczek, P.C. to represent the Board and its agents relating to Special Education policy and procedures, labor negotiations, general litigation matters, consultation and strategy developments, PTAB, and such other matters as determined by the General Counsel. Additional authorization for the firm's services is requested in the amount of \$500,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

#### AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$500,000.00 to Law Department - Professional Services:	
Budget Classification Fiscal Year 2020 & 2021	

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR LUZMILA ADRIANZEN - CASE NO. 19 WC 006779

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Luzmila Adrianzen, Case No. 19 WC 006779 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$61,243.72**.

**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 2020\$61,243.72

#### PERSONNEL IMPLICATIONS: None

#### GENERAL CONDITIONS:

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

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

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

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

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

### 20-0624-AR9

#### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR GWENDOLYN EDWARDS - CASE NO. 10 WC 13406

## THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Gwendolyn Edwards, Case No. 10 WC 13406 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$315,132.00.

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

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

## AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2020......\$315,132.00

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

## 20-0624-AR10

#### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR ARTHUR J. HUBBARD - CASE NO. 15 WC 026045

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Arthur J. Hubbard, Case No. 15 WC 026045 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$100,000.00**.

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

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

#### AFFIRMATIVE ACTION STATUS: Not applicable.

#### FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2020.....\$100,000.00

#### PERSONNEL IMPLICATIONS: None

#### GENERAL CONDITIONS:

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

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

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

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

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

## 20-0624-AR11

#### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR DENISE LONG - CASE NO. 10 WC 36641

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Denise Long, Case No. 10 WC 36641 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$80,000.00**.

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

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

#### AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2020......\$80,000.00

#### PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

## 20-0624-AR12

#### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR ANTHONY MINNECI - CASE NO. 05 WC 013186

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Anthony Minneci, Case No. 05 WC 013186 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$175,000.00**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2020......\$175,000.00

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR DAWN SCHMIDT - CASE NO. 09 WC 7826

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Dawn Schmidt, Case No. 09 WC 7826 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$265,700.32**.

**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 2020......\$265,700.32

PERSONNEL IMPLICATIONS: None

#### GENERAL CONDITIONS:

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

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

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

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

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

## 20-0624-AR14

#### APPROVE ENTERING INTO A TOLLING AGREEMENT ("AGREEMENT") WITH THE BOARD OF TRUSTEES ("BOARD OF TRUSTEES") OF THE PUBLIC SCHOOL TEACHERS' PENSION AND RETIREMENT FUND OF CHICAGO ("FUND")

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

Approve entering into a tolling agreement ("Agreement") with the Board of Trustees ("Board of Trustees") of the Public School Teachers' Pension and Retirement Fund of Chicago ("Fund"). A written Agreement has been negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within thirty (30) days of the date of this Board Report. Information pertinent to this Agreement is stated below.

PARTIES: Board of Education of the	Public School Teachers' Pension and Retirement
City of Chicago, Law Department	Fund of Chicago
One N. Dearborn Street, Suite 900	425 S. Financial Place, Suite 1400
Chicago, IL 60602	Chicago, IL 60605
Attn: Joseph T. Moriarty, General Counsel	Attn: Charles A. Burbridge, Executive Director
Email: jtmoriarty@cps.edu	Email: burbridgec@ctpf.org
Facsimile: (773)553-1701	Facsimile: (312) 641-718

**TERM:** The term of the Agreement shall be effective as of June 25, 2020 and shall end upon completion of the Audit (described below) and through any negotiations to resolve any potential claims resulting from the Audit and/or upon termination by either party as set forth in the proposed Agreement. (the "Tolling Period").

BASE TERMS OF THE AGREEMENT: The Fund intends to conduct a payroll audit of the Board of Education's payroll and personnel records for July 1, 2015 through June 30, 2019. ("Audit" and "Audit Period"). The Agreement shall toll, postpone or suspend through the end of the Tolling Period, any action brought by the Fund against the Board of Education under the Illinois Pension Code for non-payment of employee contributions, and any statutory fees, interest or liquidated damages due to the Fund related to the proposed ("Agreement"). The agreement shall also toll, postpone or suspend through the end of the Tolling Period, any claims by the Board of Education against the fund for overpayment of employee or employer contributions and including, but not limited to, cross-claims and/or counterclaims brought by the Board of Education against the fund against the fund against the Board of Education against the fund against the Board of counterclaims brought by the Fund against the Board of Education and subject to the Agreement. The Tolling Period is to be used by the parties for conducting the Audit and addressing the findings of the Audit.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the Agreement and any ancillary agreements or amendments thereto, and to execute the Agreement and any ancillary agreements and amendments thereto.

#### AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: No cost to the Board.

#### GENERAL CONDITIONS:

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

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

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

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

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

# Vice President Revuluri moved and Board Member Rome seconded the motion to adopt Board Reports 20-0624-AR2 through 20-0624-AR14.

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

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

## Nays: None

President del Valle thereupon declared Board Reports 20-0624-AR2 through 20-0624-AR14 adopted.

## 20-0624-EX8

#### RATIFY TENTATIVE AGREEMENT TO AMEND THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AND UNITE HERE, LOCAL 1, AFL-CIO

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Board of Education of the City of Chicago ("the Board") approve and ratify a tentative agreement to amend the collective bargaining agreement between the Board and UNITE HERE, Local 1, AFL-CIO ("the CBA").

**DESCRIPTION:** On June 12, 2020, Board and UNITE HERE representatives entered a tentative agreement to amend the collective bargaining agreement between the Board and UNITE HERE. The agreement provides a three percent (3%) increase to wages of members of the bargaining unit on July 1, 2020, and extends the expiration of the CBA from June 30, 2020 to June 30, 2021. A copy of the fully executed agreement will be placed on file in the Board office.

## LSC REVIEW: Not applicable

**FINANCIAL:** Since the School Code prohibits incurring any liability unless an appropriation has been previously made, the expenditures are deemed to be contingent liabilities only subject to appropriation in FY21.

## 20-0624-EX9

#### RATIFY TENTATIVE AGREEMENT TO AMEND THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1, AFL-CIO

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

That the Board approve and ratify the memorandum of agreement for an extension of the collective bargaining agreement between the Board of Education of the City of Chicago and Service Employees International Union, Local 1, AFL-CIO covering the terms and conditions of employment of lunchroom managers in the SEIU Local 1 bargaining unit, effective during the period of July 1, 2020, to June 30, 2021. That the Board of Education of the City of Chicago ("the Board") approve and ratify a tentative agreement to amend the collective bargaining agreement between the Board and Service Employees International Union, Local, AFL-CIO ("SEIU Local 1") ("the CBA").

**DESCRIPTION:** On June 15, 2020, Board and SEIU Local 1 representatives entered a tentative agreement to amend the collective bargaining agreement between the Board and SEIU Local 1. The agreement provides a three percent (3%) increase to wages of members of the bargaining unit on July 1, 2020, and extends the expiration of the CBA from June 30, 2020, to June 30, 2021. A copy of the fully executed agreement will be placed on file in the Board office.

#### LSC REVIEW: Not applicable

**FINANCIAL:** Since the School Code prohibits incurring any liability unless an appropriation has been previously made, the expenditures are deemed to be contingent liabilities only subject to appropriation in FY21.

## 20-0624-EX10

#### APPROVE APPOINTMENT OF CHIEF OF SCHOOLS EFFECTIVE JULY 15, 2020 (LAURYN FULLERTON)

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT:

1) The Board approve the appointment of Lauryn Fullerton to the position of Chief of Schools, effective July 15, 2020 as set forth in the description below.

#### DESCRIPTION:

	NAME	FROM	<u>TO</u>
	Lauryn Fullerton	New Employee	External Title: Chief of Schools Functional Title: Chief Position No: 600536 Basic Salary: \$162,500 Pay Band: A09 Budget Classification: 02671.115.51100.221080.000000.2021
	FINANCIAL:	The expenditure involved in this appointment is not in excess of the regular budget appropriation. The position approved by this action shall be included in the FY21 department budget. Chief of Schools is provided with a stipend for relocation and transition expenses at \$3,000 that is subject to repayment to the Board in the event this employee's employment is voluntarily terminated within 12 months of her hire date.	
20-0624-E	X11		
REPORT ON PRINCIPAL CONTRACT (RENEWAL ALSC)			
THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:			
	Approve the contr	act of the principal listed below s	elected by the Chief Executive Officer after receiving the

recommendation of the appointed Local School Council of the school named below pursuant to Section 5/34-2.4b of the Illinois School Code. **DESCRIPTION**: Employ the individual named below to the position of principal subject to the Uniform Appointed Principal's Performance Contract #14-0625-EX12 and Principal Eligibility Policy #14-0723-PO1.

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

то

NAME Sharnette Sims

Contract Principal YORK HS

FROM

Contract Principal YORK HS Network 16 P.N:141206 CONTRACT TERM Commencing: 07-01-2020 Ending: 06-30-2024 Budget Year: SY2021

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

**LSC REVIEW:** The appointed Local School Council has been advised of the Chief Executive Officer's selection of the named individual(s) as contract principal.

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

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

## 20-0624-EX12

#### WARNING RESOLUTION – SARA HOLIC, TENURED TEACHER, ASSIGNED TO UPLIFT COMMUNITY HIGH SCHOOL

### TO THE CHICAGO BOARD OF EDUCATION

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

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

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

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

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

AFFIRMATIVE ACTION REVIEW: None. FINANCIAL: This action is of no cost to the Board. PERSONNEL

IMPLICATIONS: None.

Board Member Truss moved and Board Member Sotelo seconded the motion to adopt Board Reports 20-0624-EX8 through 20-0624-EX12.

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

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

## Nays: None

President del Valle thereupon declared Board Reports 20-0624-EX8 through 20-0624-EX12 adopted.

## 20-0624-RS6

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

WHEREAS, on June 19, 2020, the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Rule 4-1:

Name	School	Effective Date
Marvin Allen	William B. Ogden Elementary School	June 24, 2020
Ruben Camacho	John W. Garvy Elementary School	June 24, 2020
Shalonda Clayton	William J. Bogan High School	June 24, 2020
Lynnisha Kinsey	Oliver Wendell Holmes Elementary School	June 24, 2020

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Rule 4-1, the above-referenced educational support personnel are dismissed from Board employment effective on the date set opposite their names.

2. The Board hereby approves all actions taken by the Chief Executive Officer or her designee to effectuate the dismissal of the above-named educational support personnel.

3. The Chief Executive Officer or her designee shall notify the above-named educational support personnel of their dismissal.

## 20-0624-RS7

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

WHEREAS, on June 19, 2020, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84:

Name	School	Effective Date
Marlo Barnett	George Washington Carver Primary School	June 24, 2020
Dwight Bryant	Myra Bradwell Communications Arts & Sciences Elementary School	June 24, 2020
Jessica Estrada	George B. Swift Elementary Specialty School	June 24, 2020
Kirsten Gassman	Charles P. Steinmetz College Preparatory High School	June 24, 2020
Peter Leonard	John Marshall Metropolitan High School	June 24, 2020
Tasha Marks	Amos Alonzo Stagg Elementary School	June 24, 2020
Robin Spann	Wells Community Academy High School	June 24, 2020
Cornelius Tijerina	Ellen H. Richards Career Academy High School	June 24, 2020
Charli Walker	Carter G. Woodson South Elementary School	June 24, 2020

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Rule 4-1 and 105 ILCS 5/34-84, the above-referenced probationary appointed teachers are dismissed from Board employment effective on the date set opposite their names.

2. The Board hereby approves all actions taken by the Chief Executive Officer or her designee to effectuate the dismissal of the above-named probationary appointed teachers.

3. The Chief Executive Officer or her designee shall notify the above-named probationary appointed teachers of their dismissal.

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

Mr. President, I would like to note for the record that on June 19, 2020, the Board members and the Office of the Board received the CEO's recommendation to dismiss Probationary Appointed Teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84. Her recommendation included the names of the teachers affected and the reasons. She also noted that the teachers affected will be notified of their dismissal after adoption of the Resolution.

## 20-0624-RS8

#### RESOLUTION AUTHORIZING THE HONORABLE TERMINATION OF REGULARLY CERTIFIED AND APPOINTED TEACHERS

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

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

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

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

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

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

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

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

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

1. That the employee listed on Attachment A are honorably terminated from service effective on the date of honorable termination indicated on Attachment A, pursuant to the Board's Reassignment Policy.

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

That this Resolution shall be effective upon adoption.

#### ATTACHMENT A

## REASSIGNED TEACHER SCHEDULED FOR HONORABLE TERMINATION

LAST NAME	FIRST NAME	TERMINATION DATE
Allums	Lola	June 30, 2020
Damlich	Ellen	June 30, 2020
Dobbin	Andre	June 30, 2020
Flanigan	Mary	June 30, 2020
Karagiannis	Kathy	June 30, 2020
Kotesky	Vanessa	June 30, 2020
Moore	Lisa	June 30, 2020
Perez	Migdalia	June 30, 2020
Pincham	Robert	June 30, 2020
Sims	Marcus	June 30, 2020
Skinner	Jerry	June 30, 2020
Witt	Tiwana	June 30, 2020

Board Member Todd-Breland moved and Board Member Sotelo seconded the motion to adopt Board Reports 20-0624-RS6 through 20-0624-RS8.

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

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

#### Nays: None

President del Valle thereupon declared Board Reports 20-0624-RS6 through 20-0624-RS8 adopted.

Vice President Revuluri presented the following Motion:

## 20-0624-MO3

## MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETING OPEN TO THE PUBLIC MAY 27, 2020

MOTION ADOPTED that the record of proceedings of the Board Meeting of May 27, 2020

prepared by the Board Secretary be approved and that such records of proceedings be posted

on the Chicago Board of Education website in accordance with Section 2.06(b) of the Open

Meetings Act.

## Board Member Sotelo moved to adopt Motion 20-0624-MO3.

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

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

Nays: None

President del Valle thereupon declared Motion 20-0624-MO3 adopted.

## OMNIBUS

At the Regular Board Meeting held on June 24, 2020, the foregoing motions, reports and other actions set forth from number 20-0624-RS4 through 20-0624-MO3 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Vice President Revuluri abstained on Board Reports 20-0624-EX2 and 20-0624-EX3.

Board Member Meléndez abstained on Board Reports 20-0624-EX2 and 20-0624-EX3.

## ADJOURNMENT

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

President del Valle thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting held on June 24, 2020 held electronically via Zoom.

Estela G. Beltran Secretary

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