



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

**Regular Meeting-Wednesday, June 28, 2017
10:30 A.M.
(42 West Madison Street)**

Published by the Authority of the Chicago Board of Education

**Frank M. Clark
President**

**Estela G. Beltran
Secretary**

ATTEST:


Secretary of the Board of Education
of the City of Chicago

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

PRESENT: Mr. Rivera, Mr. Guzman, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6

ABSENT: Mr. Furlong - 1

ALSO PRESENT: Mr. Forrest Claypool, Chief Executive Officer, Mr. Ronald Marmer, General Counsel, Dr. Janice Jackson, Chief Education Officer, and Mr. Jorge Macias, Chief Language and Cultural Education Officer.

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

ABSENT: None

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

President Clark thereupon opened the floor to the CEO report segment of the Board meeting. Mr. Forrest Claypool, Chief Executive Officer, provided remarks on the accomplishments of CPS students despite the continued budget constraints due to the State's lack of funding. Dr. Janice Jackson, Chief Education Officer, provided remarks on CPS high school students being accepted into universities such as Harvard, Yale, and MIT; one high school student receiving the Chick Evans Scholarship; and the improvements made by policy changes such as (1) GoCPS (2) Learn, Plan, Succeed (3) CPS Score and (4) Three year vision. Ms. Jadine Chou, Chief Safety and Security Officer, provided a presentation on safety updates and follow up on issues brought up at the May 24, 2017 Board meeting.

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

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

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

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

Board Member Dr. Hines presented the following Motion:

17-0628-MO1

MOTION TO HOLD A CLOSED SESSION

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

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

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

Board Member Rivera moved to adopt Motion 17-0628-MO1.

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

Yeas: Mr. Rivera, Mr. Guzman, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6

Nays: None

President Clark thereupon declared Motion 17-0628-MO1 adopted.

**CLOSED SESSION
RECORD OF CLOSED SESSION**

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

- (1) **The Closed Meeting was held on June 28, 2017, beginning at 1:35 p.m. at the CPS Loop Office, 42 W. Madison Street, Garden Level, Conference Room GC-116, and Chicago Illinois 60602.**
- (2) **PRESENT: Mr. Rivera, Mr. Guzman, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6**
- (3) **ABSENT: Mr. Furlong – 1**
 - A. Counsel Retention**
 - B. Other Reports**
 - C. Warning Resolutions**
 - D. Terminations**
 - E. Personnel**
 - F. Collective Bargaining**
 - G. Real Estate**
 - H. Security**
 - I. Closed Session Minutes**
 - J. Individual Student Matters**

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Mr. Rivera, Mr. Guzman, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6

Members absent after Closed Session: Mr. Furlong - 1

President Clark thereupon proceeded with Agenda Items.

17-0628-AR2

**AUTHORIZE RETENTION OF THE LAW FIRM
BURKE BURNS & PINELLI, LTD**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the law firm Burke Burns & Pinelli, Ltd.

DESCRIPTION: The General Counsel requests authority to retain the law firm Burke Burns & Pinelli, Ltd for representation related to pension matters, financings, disclosure and various other transactional matters. Authorization is requested for the firm's services for \$10,000. 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 \$10,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2018.....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).

17-0628-AR3

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

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

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

DESCRIPTION: The General Counsel has continued retention of the law firm Leahy, Eisenberg & Fraenkel, Ltd. for representation in workers' compensation claims and such other legal matters as determined by the General Counsel. Additional authorization is requested in the amount of \$350,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$350,000.00 to Talent Office - Professional Services:
Budget Classification Fiscal Year 2018.....12470-115

GENERAL CONDITIONS:

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

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

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

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

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

17-0628-AR4

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
ICE MILLER LLP**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Ice Miller LLP.

DESCRIPTION: The General Counsel has continued retention of the law firm Ice Miller LLP to represent the Board on transactional and such other legal matters as determined by the General Counsel. Additional authorization is requested in the amount of \$150,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$150,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2018.....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).

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

Yeas: Mr. Rivera, Mr. Guzman, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6

Nays: None

President Clark thereupon declared Board Reports 17-0628-AR2 through 17-0628-AR4 adopted.

17-0628-AR5

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR HENRY BRUCE – CASE NO. 14 WC 9204

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim for Henry Bruce, Case No. 14 WC 9204 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$104,640.07**.

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 2017.....\$104,640.07

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).

17-0628-AR6

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR ANNA J. WAYWOOD – CASE NO. 16 WC 009377

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim for Anna J. Waywood, Case No. 16 WC 009377 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$75,522.00**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges
Account #12470-210-57605-119004-000000 FY 2017.....\$75,522.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

17-0628-AR7

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR MARILYN WARE – CASE NO. 13 WC 34111

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim for Marilyn Ware, Case No. 13 WC 34111 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$75,000.00**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges
Account #12470-210-57605-119004-000000 FY 2017.....\$75,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

17-0628-AR8

PROPERTY TAX APPEAL REFUND—AUTHORIZE SETTLEMENT FOR WESTPORT COMMONS SHOPPING CENTER REGARDING ITS PROPERTY FOR TAX YEARS 2012-2014

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of appeals by Westport Commons Shopping Center regarding its property at 3302 W. 87th St., Chicago, Illinois, for the 2012-2014 tax years. This settlement results in a total refund of \$52,318, plus interest, for the tax years involved. The refund will be implemented by reductions in the Board’s property-tax revenues in calendar year 2017 or thereafter. This settlement does not involve a direct payout of Board funds.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: There is no charge to any Board account. The refund payment is to be deducted from the Board's tax revenues in calendar year 2017 or thereafter \$52,318, plus interest

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

17-0628-AR9

**AUTHORIZE PAYMENT OF ATTORNEY'S FEES IN THE MATTER OF
EDISON REGIONAL GIFTED CENTER LOCAL SCHOOL COUNCIL**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

To authorize funds to pay attorney's fees in the amount of \$46,790.87 to the law firm Dailey & Georges, Ltd. for costs associated in the representation of the Edison Regional Gifted Center Local School Council.

DESCRIPTION: The Edison Regional Gifted Center Local School Council has retained counsel for representation related to its decision not to renew Principal Donna Oberhardt's contract.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$46,790.87 to Law Department - Professional Services:
Budget Classification Fiscal Year 2018.....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).

President Clark indicated that if there are no objections, Board Reports 17-0628-AR5 through 17-0628-AR9 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0628-AR5 through 17-0628-AR9 adopted.

17-0628-AR10

TRANSFER AND APPOINT SENIOR ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(Charles Little)

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Transfer and appoint the following named individual to the position listed below effective June 29, 2017.

DESCRIPTION:

NAME:	FROM:	TO:
Charles Little	Functional Title: Professional IV External Title: Assistant General Counsel Pay Band: 6 Department of Law Position No. 260416 Flat rate Annual Salary: \$80,000.00	Functional Title: Manager External Title: Senior Assistant General Counsel Pay Band: A07 Department of Law Position No. 245027 Flat rate Annual Salary: \$100,000.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY17 School budget.

17-0628-AR11

APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(ANGELA R. HUISINGH)

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective July 10, 2017.

DESCRIPTION:

NAME:	FROM:	TO:
Angela R. Huisingh	New Hire	Functional Title: Professional IV External Title: Assistant General Counsel Pay Band: A06 Department of Law Position No. 288668 Flat rate Annual Salary: \$76,800.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY17 School budget.

President Clark indicated that if there are no objections, Board Reports 17-0628-AR10 and 17-0628-AR11 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0628-AR10 and 17-0628-AR11 adopted.

17-0628-EX6

PRINCIPAL CONTRACT (RENEWAL ALSC)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the contract of the principal listed below selected by the Chief Executive Officer after receiving the recommendation of the Daniel Hale Williams Prep appointed Local School Council pursuant to Section 5/34-2.4b of the Illinois School Code.

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

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

NAME	FROM	TO
Jullanar Naselli	Interim Principal Williams Prep	Contract Principal Williams Prep Network: 9 P.N. 126583 Commencing: 7/1/17 Ending: 6/30/21

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

LSC REVIEW: The appointed Local School Council has been advised of the Chief Executive Officer's selection of the named individual as contract principal of Daniel Hale Williams Prep.

AFFIRMATIVE ACTION STATUS: None.

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the 2017-2018 school budget.

17-0628-EX7

**WARNING RESOLUTION – MARISA ALBARRAN, TENURED TEACHER,
ASSIGNED TO RACHEL CARSON ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

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 Marisa Albarran, 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 Marisa Albarran, pursuant to the Statute, if said conduct is not corrected immediately and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

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

AFFIRMATIVE ACTION REVIEW: None.

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

**PERSONNEL
IMPLICATIONS:** None.

President Clark indicated that if there are no objections, Board Reports 17-0628-EX6 and 17-0628-EX7 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0628-EX6 and 17-0628-EX7 adopted.

17-0628-RS7

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING
THE DISMISSAL OF ROMMY MASROUR, TENURED TEACHER, ASSIGNED TO
LAKEVIEW HIGH SCHOOL**

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

WHEREAS, after the conclusion of the dismissal hearing afforded to Rommy Masrour, the Hearing Officer made written findings of fact and conclusions of law, and recommended the discharge of Mr. Masrour; and

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

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

WHEREAS, the Board of Education of the City of Chicago accepts the factual findings and conclusions of the hearing officer, makes additional conclusions as set forth in a separate Opinion and Order, and concludes that the record establishes sufficient cause for dismissal of Mr. Masrour.

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

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

Section 2: Rommy Masrour is hereby dismissed from his employment with the Board of Education of the City of Chicago effective June 28, 2017.

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

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on June 28, 2017.

17-0628-RS8

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

WHEREAS, on June 23, 2017, 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
Maria Ramos	City Wide Facility Operations and Maintenance	June 28, 2017

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

17-0628-RS9

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

WHEREAS, on June 23, 2017, 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
Josefina Bahena	Fairfield Academy	June 28, 2017
Darling Bello	William H Wells Community Academy High School	June 28, 2017
Gilda Clarke	Herbert Spencer Math & Science Academy	June 28, 2017
Stephanie Kodros	Al Raby High School	June 28, 2017
Rachel McMillin	William B Ogden School	June 28, 2017
Toi Thorpe	Jesse Owens Elementary Community Academy	June 28, 2017
Alexander Vail	Oriole Park School	June 28, 2017
Dianne Woodard	Ted Lenart Regional Gifted Center	June 28, 2017

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That pursuant to Board Rule 4-1 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 his designee to effectuate the dismissal of the above-named probationary appointed teachers.
3. The Chief Executive Officer or his designee shall notify the above-named probationary appointed teachers of their dismissal.

The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on June 23, 2017, 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. His recommendation included the names of the teachers affected and the reasons. He also noted that the teachers affected will be notified of their dismissal after adoption of the Resolution.

President Clark indicated that if there are no objections, Board Reports 17-0628-RS7 through 17-0628-RS9 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0628-RS7 through 17-0628-RS9 adopted.

Vice President Guzman presented the following Motion:

17-0628-MO2

**MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL
CLOSED SESSION MINUTES FROM MAY 24, 2017**

MOTION ADOPTED that the Board adopt the minutes of the closed session meeting of May 24, 2017 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on May 24, 2017 shall be maintained as confidential and not available for public inspection.

Board Member Fr. Garanzini moved to adopt Motion 17-0628-MO2

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

Yeas: Mr. Rivera, Mr. Guzman, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6

Nays: None

President Clark thereupon declared Motion 17-0628-MO2 adopted.

Board Member Ward presented the following Motion:

17-0628-MO3

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETING
OPEN TO THE PUBLIC MAY 24, 2017**

MOTION ADOPTED that the record of proceedings of the Board Meeting of May 24, 2017 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 Rivera moved to adopt Motion 17-0628-MO3

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

Yeas: Mr. Rivera, Mr. Guzman, Dr. Hines, Ms. Ward, Fr. Garanzini, and President Clark – 6

Nays: None

President Clark thereupon declared Motion 17-0628-MO3 adopted.

17-0628-OP2

**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROERTY LOCATED AT
1241 W. 58th STREET (FORMER ARNA WENDELL BONTEMPS SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") and/or the City of Chicago ("City") convey to IFF, an Illinois Not-For-Profit Corporation ("Purchaser"), the former Arna Wendell Bontemps School site at 1241 W. 58th Street, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, which has been executed by the Purchaser, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

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

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from January 12, 2017, through March 13, 2017. Bids were received by the Procurement Department by 2:00 p.m. on March 13, 2017, and opened on the same date. One bid was received for the Property from the following bidder:

<u>Bidder</u>	<u>Initial Offer</u>	<u>Best and Final Offer*</u>
IFF, an Illinois NFP	\$1.00	\$50,000

The Purchaser will partner with Heartland Housing, a 501(c) (3) NFP to convert and redevelop Bontemps into a mixed use workforce housing development with 46 units of affordable housing including amenities. The gym will be converted to a 5000 square foot commercial leased space. The outdoor area will be converted to an urban farm with access to the Englewood Trail. Phase II may include an additional 48 units of new housing on the site. *IFF's offer is contingent upon the receipt (allocation) of 9% Low Income Housing Tax Credits ("LIHTC") from the City of Chicago in the amount of \$1,100,000 per year for 10 years on or before December 31, 2017. The Bidder posted a \$5,000 earnest money deposit.

APPRAISAL: The Property is in poor condition. As of March 1, 2017 an appraisal of the Property in "As Is" condition was obtained for the Board indicating the disposition value of the Property, subject to the restrictive covenant and reverter described on Exhibit A, was:

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

RECOMMENDATION: The Property is not needed for school purposes. The Property previously housed Bontemps Elementary School, which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The Purchaser proposes to redevelop the Property into a mixed use workforce housing development with 46 units of affordable housing including amenities, the gym will be converted to a 5000 square foot commercial leased space, and the outdoor area will be converted to an urban farm with access to the Englewood Trail. Phase II may include an additional 48 units of new housing on the site. *Due to the size and poor condition of the Property, the cost of developing and operating it for affordable housing, the bid is contingent upon the Purchaser's receipt of 9% LIHTC from the City of Chicago on or before of December 31, 2017. The Purchaser posted a \$5,000 refundable earnest money deposit if the LIHTC allocation is not issued by December 31, 2017.

The PBC and/or the City shall include a restrictive covenant in the deed prohibiting the Property from being used as K-12 Charter school and requiring that the Grantee must obtain a Certificate of Occupancy from the City of Chicago for the Property within three years of the date of the deed. The deed to the Property will include this restriction. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's Chief Operating Officer's prior written approval. The Property shall be sold "as is, where is."

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

Name:	IFF
Address:	333 S. Wabash Avenue Suite 2800 Chicago Illinois 60604
Contact:	Margie Muchin Goldblatt 312 629-0060 mmgoldblatt@iff.org
Bid Amount:	\$50,000 contingent upon an allocation of LIHTC from City of Chicago
Grantee:	IFF

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

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Is not applicable to this transaction.

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

GENERAL CONDITIONS:

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

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

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

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

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

EXHIBIT A

PROPERTY OFFERED FOR SALE

THE BOARD RESERVES THE RIGHT TO MAKE CHANGES AS NECESSARY.

PROPERTY: FORMER ARNA WENDELL BONTEMPS SCHOOL

ADDRESS: 1241 W. 58TH ST. CHICAGO, ILLINOIS 60636

PINs: 20-17-130-036, 20-17-130-037, 20-17-130-038, 20-17-130-039, 20-17-131-004, 20-17-131-026, 20-17-131-027, 20-17-131-028, 20-17-131-029

LEGAL DESCRIPTION:

LOTS 209 TO 216, INCLUSIVE, LOTS 265 TO 273, INCLUSIVE, LOTS 288 TO 290, INCLUSIVE, LOT 291, LOTS 292 TO 296, INCLUSIVE, LOTS 345 TO 349, INCLUSIVE, LOT 350, LOTS 351 TO 353, INCLUSIVE, ALSO VACATED 16 FOOT ALLEY LYING BETWEEN LOTS 288 TO 290, INCLUSIVE, AND LOTS 351 TO 353, INCLUSIVE, AS VACATED BY ORDINANCE PASSED ON JULY 17, 1918 AND RECORDED AS DOCUMENT #6391515 ON SEPTEMBER 16, 1918, ALL IN CENTRE AVENUE ADDITION IN THE NORTH WEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO, THE VACATED ALLEYS RECORDED IN THE VACATION ORDINANCE PASSED ON MAY 13, 2009 AS DOCUMENT NO. 0916931111.

**Note: Elizabeth Street located within the Property’s boundaries is a closed street and not owned by the Board. Elizabeth Street is not a part of this bid solicitation.*

The south twenty (20) feet of the Property will be subject to an access easement to the City of Chicago.

USE RESTRICTION:

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

THE DEED FOR THE PROPERTY WILL INCLUDE THIS RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE BOARD IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD’S CHIEF OPERATING OFFICER OR, GRANTEE FAILS TO OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHICAGO FOR THE PROPERTY WITHIN THREE YEARS OF THE DATE OF THE DEED.

17-0628-OP3

DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROPERTY LOCATED AT 2306 W. MAYPOLE AVENUE (THE FORMER NATHANIEL DETT ELEMENTARY SITE)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the City of Chicago (“the City”) and Public Building Commission (“PBC”), as necessary, convey to IFF, an Illinois Not-for-Profit Corporation (“Purchaser”), the property located at 2306 W. Maypole in Chicago, Illinois (“Property”) as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, executed by the Purchaser, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION & PIN: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from January 12, 2017, to March 13, 2017. Bids were received by the Procurement Department by 2:00 p.m. on March 13, 2017, and opened on the same date. The following bids were received and negotiated pursuant to 105 ILCS 5/34-21, summarized as follows:

Bidders	Initial Offer	Best and Final Offer
1. Turnstone Development	\$10,000	\$10,000
2. IFF, an Illinois NFP	\$400,000	\$400,000

APPRAISAL: As of March 1, 2017 an appraisal of the Property was obtained for the Board indicating the fair market value of the Property, subject to the restrictive covenant and reverter as described below, was:

Appraiser: KMD Valuation Group LLC
Value range: \$400,000 to \$435,000

RECOMMENDATION AND USE RESTRICTION: The Property is not needed for school purposes. The Property previously housed Nathaniel Dett Elementary School. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21 (2011).

The City or PBC, as necessary, shall include a restrictive covenant in the deed stating that the former Dett School gymnasium, auditorium, stage, kitchen and lunchroom and Library located on the first floor of the east wing of the building must be preserved and available for community programming and local community partnerships that provide three or more of the following services: (1) Youth recreational programming during non-school hours; (2) Educational programming during non-school hours; (3) Youth mentoring and/or counseling programming; (4) Job readiness, employment and vocational training; (5) GED and financial literacy classes; (6) Culinary programming; (7) Small business incubator space; (8) Early childhood programming, including daycare. In addition, the site may not be used as a K-12 school, or for residential housing or for any industrial use which involves the storage of chemicals or hazardous substances. The deed for the Property will include this restriction. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools, as legal title holder of record for the benefit of the Chicago Board of Education ("Board") if this restriction is breached without the prior written approval of the Board's Chief Operating Officer or Grantee fails to use the Property for any of the required uses listed above within three (3) years of the date of the deed.

The property shall be sold "as is, where is." The valuation and the bids received were reviewed and it is recommended that the following bid be accepted:

Bidder Name: IFF, an Illinois an Illinois not-for-profit corporation
Address: 333 S. Wabash Avenue, Suite 2800, Chicago, Illinois 60604
Contact: Rick Wallach/312-596-5135/rwallach@iff.org
Grantee: IFF, an Illinois Not For Profit Corporation
Offer: \$400,000

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

AFFIRMATIVE ACTION: Exempt.

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

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

GENERAL CONDITIONS:

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

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

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

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

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

EXHIBIT A

PROPERTY OFFERED FOR SALE

THE BOARD RESERVES THE RIGHT TO MAKE CHANGES AS NECESSARY.

PROPERTY: FORMER R. NATHANIEL DETT SCHOOL

ADDRESS: 2306 W. MAYPOLE AVE., CHICAGO, ILLINOIS

PINS: 17-07-316-011, -031, -032, -042, -043, -048, -052, -053, -054, -055, -056 AND -057 (PBC)
17-07-316-029 AND -030 (CITY OF CHICAGO IN TRUST FOR USE OF SCHOOLS)

LEGAL DESCRIPTION:

Title Held By Public Building Commission

LOTS 1 TO 6, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 3 IN BLOCK 56 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS; ALSO LOTS 1 TO 6, BOTH INCLUSIVE, AND 22 TO 28 BOTH INCLUSIVE (EXCEPTING FROM SAID LOTS 1 TO 6, BOTH INCLUSIVE, 22 TO 24 THAT PART TAKEN FOR ALLEY) ALL IN COUNTY CLERK'S SECOND DIVISION OF LOTS 1, 2 AND 4 TO 14 INCLUSIVE (EXCEPT STREETS) IN BLOCK 56 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND VACATED ALLEY; ALSO

THAT PART OF LOT 6 IN SUBDIVISION OF BLOCK 56 IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LOT 6, 31.11 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE SOUTH 97.85 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF 16 FOOT PUBLIC ALLEY RUNNING THROUGH SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID ALLEY 30.92 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE NORTH ALONG SAID EAST LINE 97.86 FEET, MORE OR LESS, TO THE NORTH EAST CORNER OF SAID LOT 6; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 6, 31.11 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, (TORRENS CERTIFICATE NO. 755482, VOLUME 1516, PAGE 242) (EXCEPT THAT PART OPENED/DEDICATED FOR PUBLIC ALLEY).

SAID PARCEL ALSO DESCRIBED AS FOLLOWS:

LOTS 1 TO 6, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 3 IN BLOCK 56 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO

LOTS 1 TO 6, BOTH INCLUSIVE, AND LOTS 22 TO 28, BOTH INCLUSIVE, (EXCEPTING FROM SAID LOTS 1 TO 6 BOTH INCLUSIVE AND LOTS 22 TO 24, THAT PART TAKEN FOR ALLEY) ALL IN COUNTY CLERKS SECOND DIVISION OF LOTS 1, 2 AND 4 TO 14, INCLUSIVE (EXCEPT STREETS) IN BLOCK 56 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO

THE EAST-WEST ALLEY LYING BETWEEN THE EAST LINE OF LOT 1 AND A LINE 16 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 7 EXTENDED SOUTH IN COUNTY CLERK'S SECOND DIVISION AFORESAID, AS VACATED BY ORDINANCE RECORDED SEPTEMBER 6, 1962 AS DOCUMENT 18583269; ALSO

LOT 7 (EXCEPT THE WEST 16 FEET THEREOF DEDICATED FOR ALLEY BY ORDINANCE RECORDED SEPTEMBER 6, 1962 AS DOCUMENT 18583269) IN THE SUBDIVISION OF BLOCK 56 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Title Held By City of Chicago in Trust for Use of Schools

LOT 20 AND 21 (EXCEPT THAT PART THEREOF TAKEN OR USED FOR AN ALLEY) IN COUNTY CLERK'S SECOND DIVISION OF LOTS 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 IN BLOCK 56 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-0628-OP4

**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROERTY LOCATED AT
6950 S. SANGAMON STREET (FORMER DANIEL WENTWORTH SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") and/or the City of Chicago ("City") convey to Montclare Senior Residences of Wentworth, LLC an Illinois Limited Liability Company ("Purchaser"), the former Daniel Wentworth School site at 6950 S. Sangamon Street, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, which has been executed by the Purchaser, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

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

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from January 12, 2017, through March 13, 2017. Bids were received by the Procurement Department by 2:00 p.m. on March 13, 2017, and opened on the same date. One bid was received for the Property from the following bidder:

<u>Bidder</u>	<u>Initial Offer</u>	<u>Best and Final Offer</u>
MR Properties LLC	\$10,000.00	\$100,000

The Purchaser's proposal is to convert and redevelop the Property with 60-80 affordable housing units for seniors ages 62 and older. Community based organizations may use space on the first floor of the building for community functions when available. The Board shall retain the telecom license fee income generated by the Property due or payable in 2017.

APPRAISAL: As of March 1, 2017, a disposition appraisal of the Property was obtained for the Board indicating the "As Is" value of the Property, subject to the restrictive covenant and reverter as described below and on Exhibit A was:

Appraiser: KMD Valuation Group, LLC
Disposition Value Estimate: \$100,000 to \$150,000

RECOMMENDATION: The Property is not needed for school purposes. The Property previously housed Wentworth Elementary School, which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The Purchaser's proposal is to redevelop the Property with 60-80 affordable housing units for seniors ages 62 and older and to allow community based organizations to use space on the first floor of the building for community functions when available.

The PBC and/or the City shall include a restrictive covenant in the deed prohibiting the Property from being used as K-12 Charter school and requiring the Grantee to obtain a Certificate of Occupancy from the City of Chicago within three years of the date of the deed. The deed to the title will include this restriction. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's Chief Operating Officer's prior written approval. The Property shall be sold "as is, where is." The Board shall retain the telecom license fee income generated by the Property due or payable in 2017.

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

Name: MR Properties, LLC
Address: 701 Lee Street Suite 802 DesPlaines, IL. 60016
Contact: Phillip Mappa 847-699-6600 pmappa@mrpropertiesllc.com
Grantee: Montclare Senior Residences of Wentworth, LLC
Amount: \$100,000

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

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Is not applicable to this transaction.

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

GENERAL CONDITIONS:

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

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

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

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

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

**EXHIBIT A
PROPERTY OFFERED FOR SALE**

THE BOARD RESERVES THE RIGHT TO MAKE CHANGES AS NECESSARY.

PROPERTY: FORMER DANIEL WENTWORTH SCHOOL

ADDRESS: 6950 S. SANGAMON ST., CHICAGO, ILLINOIS, 60621

PINs: 20-20-420-007, 20-20-420-008 and 20-20-420-009

LEGAL DESCRIPTION:

(EXCEPTING STREET) THE WEST 297 FEET AND SOUTH 233 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING STREET AND ALLEY); THE NORTH 25 FEET OF THE SOUTH 258 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; LOTS 11 TO 28 IN BLOCK 5 OF MADLUNG & EIDMAN'S SUBDIVISION OF PART OF THE NORTH THREE QUARTERS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND VACATED ALLEYS.

USE RESTRICTION:

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

THE DEED FOR THE PROPERTY WILL INCLUDE THIS RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE BOARD IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OFFICER OR GRANTEE FAILS TO OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHICAGO FOR THE PROPERTY WITHIN THREE YEARS OF THE DATE OF THE DEED.

17-0628-OP5

**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROPERTY LOCATED AT
11941 S. PARNELL (FORMER WEST PULLMAN SCHOOL)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") and/or the City of Chicago ("City") convey to Celadon Holdings, LLC, an Illinois Limited Liability Company ("Purchaser"), the former West Pullman School site at 11941 S. Parnell, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, which has been executed by the Purchaser, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

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

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from January 12, 2017, through March 13, 2017. Bids were received by the Procurement Department by 2:00 p.m. on March 13, 2017, and opened on the same date. One bid was received for the Property from the following bidder:

<u>Bidder</u>	<u>Initial Offer</u>	<u>Best and Final Offer*</u>
Celadon Holdings, LLC	\$10,000.00	\$250,000

The Purchaser's proposal is to convert and redevelop the Property with 60 affordable residential units for seniors and veterans 55 years of age and older. Its offer is contingent upon the receipt (allocation) of 9% Low Income Housing Tax Credits ("LIHTC") from the City of Chicago in the amount of \$1,336,000 per year for 10 years on or before December 31, 2017. The Purchaser may extend the Contract for an additional six months to June 30, 2018. The Bidder is posting a \$25,000 earnest money deposit which may be refunded if the LIHTC allocation is not awarded for the Project on or before December 31, 2017. The \$25,000 earnest money deposit will be non-refundable if the contract is extended to June 30, 2018.

APPRAISAL: As of March 1, 2017 an appraisal of the Property was obtained for the Board indicating the fair market value of the Property, subject to the restrictive covenant and reverter described below and on Exhibit A, was:

Appraiser:	KMD Valuation Group, LLC
Market Value Estimate:	\$225,000 to \$325,000

RECOMMENDATION: The Property is not needed for school purposes. The Property previously housed West Pullman Elementary School, which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The Purchaser's proposal is to redevelop the property with 60 units of affordable housing for veterans and seniors 55 years of age and older. *Due to the size and condition of the Property, the cost of developing and operating it for affordable housing, the bid is contingent upon the Purchaser's receipt of 9% LIHTC from the City of Chicago on or before of December 31, 2017. The Purchaser posted a \$25,000 refundable earnest money deposit if the LIHTC allocation is not issued by December 31, 2017. The \$25,000 earnest money deposit will become non-refundable if the Purchaser extends the contract to June 30, 2018.

The PBC and/or the City shall include a restrictive covenant in the deed prohibiting the Property from being used as K-12 Charter school and requiring that all or a portion of the former West Pullman School site be used for one or more of the following uses listed on Exhibit A attached hereto. In addition, the Grantee must obtain a Certificate of Occupancy from the City of Chicago for at least one of the permitted uses listed on Exhibit A within three years of the date of the deed. The deed to the title will include this restriction. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's Chief Operating Officer's prior written approval. The Property shall be sold "as is, where is."

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

Name: Celadon Holdings, LLC
Address: 2047 Wilmette Avenue Wilmette Illinois 60091
Contact: Scott Henry 312 343-3285 shenry@celadonco.com
Bid Amount: \$250,000 subject to an allocation of LIHTC from City of Chicago

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

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Is not applicable to this transaction.

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

GENERAL CONDITIONS:

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

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

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

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

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

**EXHIBIT A
PROPERTY OFFERED FOR SALE**

THE BOARD RESERVES THE RIGHT TO MAKE CHANGES AS NECESSARY.

PROPERTY: FORMER WEST PULLMAN SCHOOL

ADDRESS: 11941 SOUTH PARNELL AVENUE, CHICAGO, ILLINOIS

PIN: 25-28-105-009

LEGAL DESCRIPTION:

LOTS 6 TO 43, INCLUSIVE, IN BLOCK 7 IN "WEST PULLMAN", A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND VACATED ALLEY.

USE RESTRICTION:

ALL OR A PORTION OF THE WEST PULLMAN SITE MUST BE USED FOR ONE OR MORE OF THE FOLLOWING:

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

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

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

THE DEED FOR THE PROPERTY WILL INCLUDE THIS RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE CHICAGO BOARD OF EDUCATION ("BOARD") IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OFFICER OR GRANTEE FAILS TO USE THE PROPERTY FOR ONE OR MORE OF THE REQUIRED USES LISTED ABOVE WITHIN THREE (3) YEARS OF THE DATE OF THE DEED.

17-0628-OP6

DISPOSITION OF BIDS RECEIVED FOR THE SALE OF SURPLUS PROPERTY AT 112 W. GARFIELD (NORTHEAST CORNER OF 55th STREET AND DEARBORN)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") or the City of Chicago ("City"), as necessary to convey to Sanjeev Khatau ("Purchaser") the vacant property at the northeast corner of Garfield Boulevard and South Dearborn Street also commonly known as 112 W. Garfield ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation which has been executed by the Purchaser will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION & PIN: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from January 12, 2017 through March 13, 2017. Bids were received by the Procurement Department by 2:00 p.m. on March 13, 2017, and opened on the same date. The following three (3) bids were received and the Board negotiated with the top two Bidders to obtain the following best and final offers:

Bidders	Initial Offer	Best and Final Offer
1. Greater Southwest Development	\$1.00	\$1.00
2. KMIS Developers	\$30,000	\$80,000
3. Sanjeev Khatau	\$75,000	\$100,000

APPRAISAL: As of March 1, 2017 an appraisal of the Property was obtained for the Board indicating the disposition value of the Property in "As Is-Where Is" condition and as currently zoned (RT4 residential), and subject to the restrictive covenant and reverter as described below and on Exhibit A, was:

Appraiser: KMD Valuation Group LLC
Disposition Value: \$100,000 to \$125,000

RECOMMENDATION: The Property is not needed for school purposes. The Property was a surplus parking lot. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The Property shall be sold "As Is, Where Is."

The PBC and/or City, shall include a restrictive covenant in the deed prohibiting the Property from being used as a K-12 charter school and requiring the Grantee to obtain a Certificate of Occupancy from the City of Chicago within three (3) years of the date of the deed. Title to the Property will revert back to the

City of Chicago, in Trust for Use of Schools, as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's Chief Operating Officer's prior written approval.

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

Bidder Name: Sanjeev Khatau
Address: 516 Gere Darfiel Court
Contact: Sanjeev Khatau 630.544.0192, sanjeevkhatau@gmail.com
Best & Final Offer: \$100,000

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

AFFIRMATIVE ACTION: Exempt.

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

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

GENERAL CONDITIONS:

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

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

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

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

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

EXHIBIT A

LOCATION:

NORTHEAST CORNER OF DEARBORN AND 55TH STREETS

COOK COUNTY ASSESSOR'S ADDRESS:

112-118 W. GARFIELD BOULEVARD, CHICAGO, ILLINOIS

PINS:

20-09-423-043, 044, and 045

LEGAL DESCRIPTION:

LOTS 23, 24, 25 AND 26 IN BLOCK 1 IN COBURN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 598.25 FEET OF THAT PART OF THE SOUTH EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, LYING EAST OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS

USE RESTRICTION:

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

THE DEED FOR THE PROPERTY WILL INCLUDE THIS RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE BOARD IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OFFICER OR, GRANTEE FAILS TO OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHICAGO FOR THE PROPERTY WITHIN THREE YEARS OF THE DATE OF THE DEED.

EXHIBIT A

LOCATION:

NORTHEAST CORNER OF DEARBORN AND 55TH STREETS

COOK COUNTY ASSESSOR'S ADDRESS:

112-118 W. GARFIELD BOULEVARD, CHICAGO, ILLINOIS

PINS:

20-09-423-043, 044, and 045

LEGAL DESCRIPTION:

LOTS 23, 24, 25 AND 26 IN BLOCK 1 IN COBURN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 598.25 FEET OF THAT PART OF THE SOUTH EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, LYING EAST OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, IN COOK COUNTY, ILLINOIS

USE RESTRICTION:

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

THE DEED FOR THE PROPERTY WILL INCLUDE THIS RESTRICTION. TITLE TO THE PROPERTY WILL REVERT BACK TO THE CITY OF CHICAGO, IN TRUST FOR USE OF SCHOOLS, AS LEGAL TITLE HOLDER OF RECORD FOR THE BENEFIT OF THE BOARD IF THIS RESTRICTION IS BREACHED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD'S CHIEF OPERATING OFFICER OR, GRANTEE FAILS TO OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF CHICAGO FOR THE PROPERTY WITHIN THREE YEARS OF THE DATE OF THE DEED.

President Clark indicated that if there are no objections, Board Reports 17-0628-OP2 through 17-0628-OP6 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0628-OP2 through 17-0628-OP6 adopted.

17-0628-RS1

RESOLUTION AUTHORIZING EXPENDITURES AT BEGINNING OF FISCAL YEAR 2018

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 2018, 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 2018 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 2018 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 2018 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 will not exceed the fiscal year 2017 appropriation levels, will be subject to the fiscal year 2017 budget's established standards and procedures and will be subject to appropriation in the fiscal year 2018 budget.
- (c) The Senior Vice President of Finance 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 29, 2017 or until the FY 2018 budget is adopted by the Board if that is prior to August 29, 2017.

17-0628-RS2

AMEND BOARD REPORT 17-0426-RS3
RESOLUTION

REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE CONSTRUCTION OF THE LINCOLN PARK HS RENOVATION PROJECT

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

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

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

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

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

WHEREAS, the estimated total cost of the project is anticipated not-to-exceed \$20,000,000. With this resolution, an undertaking with the PBC in the amount of ~~\$48,397,099~~ \$19,325,084 will be incurred by the Board for Project-related costs.

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

1. The PBC is hereby requested to complete the construction for Lincoln Park HS Renovation on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2017 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed ~~\$48,397,099~~ \$19,325,084. This dollar amount is necessary to cover project costs, including environmental, site preparation (Lincoln Park HS), contingency, management fees and construction. The project costs are appropriated in the FY17 Capital Budgets and miscellaneous capital funds.

3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

FINANCIALS

Lincoln Park HS Renovation: 46321-486- \$48,397,099 \$19,325,084 (Capital Funds)

17-0628-RS3

RESOLUTION

REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE DESIGN AND CONSTRUCTION OF SOUTHSIDE HIGH SCHOOL

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

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

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

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

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

WHEREAS, the estimated FY17 Board Approved total cost of the project is anticipated not-to-exceed \$75,000,000 of which the Board has or will incur approximately \$2,500,000 of project-related costs directly while the portion of the Project undertaken by the PBC is anticipated to be \$72,500,000.

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

1. The PBC is hereby requested to complete the design of and then to construct a new school called Southside High School on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. This Project is not part of the Modern Schools Across Chicago Program. This Project will be funded with capital funds generated in Fiscal Year 2017 and TIF Funds or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed \$72,500,000. This dollar amount is necessary to cover project costs, including environmental, site preparation, architecture fees, management fees, contingency and construction. The project costs are appropriated in the FY17 Capital Budgets and miscellaneous capital funds.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

FINANCIALS:

Southside HS: 12150- 486-56310-253508-00000-2015 \$72,500,000 (Capital Funds) – requesting \$72,500,000 of \$75,000,000

17-0628-RS4

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

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

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

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

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

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

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

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

Exhibit A

NEW APPOINTED LSC MEMBER

<u>TEACHER</u>	<u>REPLACING</u>	<u>SCHOOL</u>
Nicholas Bell Miriam Medina-Diaz	Martynne Smith Polly Kelly	Manley HS Barnard ES

17-0628-RS5

**RESOLUTION
AUTHORIZE APPOINTMENT OF MEMBERS TO THE
THE LOCAL SCHOOL COUNCIL ADVISORY BOARD
FOR NEW TERM OF OFFICE**

WHEREAS, the Illinois School Code, 105 ILCS 5/34-3.3, directed the Chicago Board of Education ("Board") to establish a local school council advisory board comprised of serving local school council members to serve in an advisory role to the Board; and

WHEREAS, the Board established the Local School Council Advisory Board ("LSCAB") in February 1996 to serve in an advisory capacity to the Board on issues related to local school council elections, operations, powers and duties, and school improvement plans; as liaison between local school council members and senior staff and as advisor to the Board on other issues regarding the school district, as requested; and

WHEREAS, the Board established the LSCAB as fifteen-member body to serve two-year terms of office; and

WHEREAS, the LSCAB is comprised of six (6) members elected by local school council members serving in each of six (6) geographic regions and nine (9) members appointed by the Board from among local school council members serving in the six (6) geographic regions, with consideration given to racial, ethnic, gender, regional, special interest and category balance;

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

1. The Local School Council members named on the attached Exhibit A are hereby appointed to serve on the Local School Council Advisory Board for the term of office commencing July 1, 2017 and ending June 30, 2019;
2. This Resolution shall be effective July 1, 2017.

EXHIBIT A

LSC Members Appointed to the LSCAB for New Term of Office

Elected Members

Samuel Bassett (Community Representative, Greeley Elementary School; Northeast Geographic Region)

Mary Anselmo (Community Representative, Cauty Elementary School; Northwest Geographic Region)

Alejandro Espinoza (Community Representative, Curie High School; West Central Geographic Region)

Michelle McGruder (Parent Representative, Keller Magnet Elementary School; Southwest Geographic Region);

Venus Stutts (Advocate, Revere Elementary School; Southeast Geographic Region)

David R. Ramos (Parent Representative, Ogden International Elementary and High School; East Central Geographic Region)

Appointed Members

Thomas Gray, Chairman (Community Representative, Chicago Military Academy High School; East Central Geographic Region)

Laura Patton-Van Buskirk (Parent Representative, McPherson Elementary School; Northeast Geographic Region)

Jerome Yanoff (Community Representative, Boone Elementary School; Northeast Geographic Region)

Edward Ford (Parent Representative, R. Brown Elementary School; Southeast Geographic Region)

Sergio Ramirez (Principal, Washington Elementary School; Southeast Geographic Region)

Eva Rodriguez (Parent, Hancock Elementary School; West Central Geographic Region)

Vicente Sanchez (Community Representative, Whittier Elementary School and Juarez High School; West Central Geographic Region)

Usman Narmawala (Parent, Mather High School; Northeast Geographic Region)

Ruth Shannon (Parent, Morgan Park High School; Southwest Geographic Region)

17-0628-RS6

**RESOLUTION
AUTHORIZE APPOINTMENT OF STUDENT MEMBERS
TO HIGH SCHOOL LOCAL SCHOOL COUNCILS
FOR NEW TERM OF OFFICE**

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

WHEREAS, the high schools identified on the attached Exhibit A conducted non-binding advisory polls during the 2016-2017 school year to ascertain the students' preferences for student candidates for appointment to the schools' local school councils for the term commencing July 1, 2017 and ending June 30, 2018;

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

WHEREAS, the Governance Policy also authorizes the Board to appoint the students serving as the Cadet Battalion Commander or highest-ranking Cadet Officer to the appointed boards of governors of the military academy high schools for a term of one (1) year commencing July 1 and ending the following June 30 and the names of those students at the military academy high schools identified on the attached Exhibit A have been forwarded to the Board for appointment to the schools' board of governors for the term commencing July 1, 2017 and ending June 30, 2018:

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

1. The students named on the attached Exhibit A are hereby appointed to serve on the local school councils, appointed local school councils and boards of governors of the identified high schools for the term of office commencing July 1, 2017 and ending June 30, 2018.
2. This Resolution shall be effective immediately upon adoption.

EXHIBIT A

STUDENTS APPOINTED TO HIGH SCHOOL LOCAL SCHOOL COUNCILS FOR NEW TERM

HIGH SCHOOL

AMUNDSEN
CHICAGO AGRICULTURE
CLEMENTE
CORLISS
CURIE
FARRAGUT
FOREMAN
HANCOCK
HARLAN
HUBBARD
JONES
KING
LANE TECH
LAKE VIEW
MANLEY
OGDEN
PAYTON
PROSSER
TILDEN
VAUGHN
VON STEUBEN
WESTINGHOUSE
WORLD LANGUAGE
YOUNG

CANDIDATE

GANEEAT SADIQ
JEREMY WHISENTO
ISABEL VELAZQUEZ
QUIMYA LATIKER
AMERICA PINEDA
FLOR REYES
RAQUELINE ASTUDILLO
ELIZETT CARRILLO
MIESENCE MINGO
MARIA MEJIA
JONATHAN DVGARD
TIANA REDMOND
GEORGE DOHERTY
LIRIO ROMERO
ALEXIS SMITH
AKILAH MUHAMMAD
TAOFEEQ RASAKI
JOSHUA TORRES
ASHLEY RAINSBARGER
EMANUEL RAMOS
NYA YOUNG
NINEKA JONES
BRYAN POPORA
KANYINSOLA ANIFOWOSHE

President Clark indicated that if there are no objections, Board Reports 17-0628-RS1 through 17-0628-RS6 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0628-RS1 through 17-0628-RS6 adopted.

17-0628-PO1

**ADOPT STUDENT CODE OF CONDUCT FOR CHICAGO PUBLIC SCHOOLS
EFFECTIVE SEPTEMBER 5, 2017**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education adopt the Student Code of Conduct ("SCC") including the CPS Anti-Bullying Policy, effective September 5, 2017, which is attached hereto.

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

- (1) Addition to the SCC of a Notice of Consent to bill Medicaid.
- (2) Minor revisions to the SCC to update citations and contact information.

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STUDENT CODE OF CONDUCT
Effective September 5, 2017

PURPOSE

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

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

RIGHTS AND RESPONSIBILITIES

Student Rights

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

Student Responsibilities

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

Parent/Guardian Rights

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

Parent/Guardian Responsibilities

- To read and become familiar with this policy
- To make sure their child attends school regularly, on time, and to notify the school before the school day begins if their child is absent
- To give the school accurate and current contact information
- To tell school officials about any concerns or complaints respectfully and in a timely manner
- To work with the school principal, teachers, and other staff to address any academic or behavioral concerns regarding their child
- To talk with their child about the behavior expected in school
- To support their child's learning and school activities at home
- To be respectful and courteous to staff, other parents, guardians, and students
- To respect other students' privacy rights

School Staff Rights

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

School Staff Responsibilities

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

Chief Executive Officer or Designee Responsibilities

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

GENERAL REQUIREMENTS

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

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

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

- 1) **Redirect to correct behavior.** All adults should redirect students to correct inappropriate behavior and minimize the likelihood of the behavior escalating or recurring.
- 2) **Intervene** to minimize disruption, resolve conflict, and as necessary to keep students and staff safe. If a student has been injured, make every reasonable effort to immediately notify the parents/guardians.
- 3) **Gather information** by talking to all students, teachers, school staff, or other witnesses to the incident. When student misbehavior is reported to the school principal or designee, an investigation must begin no later than the next school day. If a search of the student, his/her locker, desk, or personal belongings needs to be conducted, follow the Board's Search and Seizure Policy (<http://policy.cps.edu/download.aspx?ID=190>). Identify factors that may have contributed to the incident and seek to understand the full context.
- 4) **Analyze** whether the student's alleged behavior falls within the SCC using the information gathered. If so, determine the Group level of disruption caused by the inappropriate behavior, identify the inappropriate behavior listed, and consider the range of possible interventions and consequences.
- 5) **Discuss** with the student and **provide the opportunity to explain his/her actions.**
 - a) Inform the student of the inappropriate behavior s/he may have exhibited, the applicable SCC behavior category, and the range of possible interventions and consequences.
 - b) Allow the student to respond and explain his/her actions.
 - c) Make reasonable efforts to contact the parents/guardians and discuss the incident with them before assigning interventions and consequences.
 - d) No student shall be sent home before the end of the school day unless the school has established contact with the student's parent/guardian and provided written notice of a suspension.
- 6) **Make a determination and assign interventions or consequences** according to the SCC.
 - a) Determine whether it is more likely than not that the student engaged in the identified SCC inappropriate behavior and the intervention or consequence most likely to address the cause of the behavior.
 - b) The principal or designee has the final authority to assign interventions and consequences based on his/her independent assessment of the best interest of the school community, including available school resources, the needs of any student or staff harmed, and the rights of the student engaged in inappropriate behavior, in alignment with the SCC.
 - c) Follow the special procedures contained in the Procedural Safeguards section for students with disabilities and students with Section 504 Plans.
 - d) Avoid consequences that will remove the student from class or school, if possible. **Use out-of-school suspensions as a last resort and only when in-school interventions and consequences are insufficient to address the student's inappropriate behavior.**

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

- e) If a student is suspended, the principal or his/her designee may choose to give the student a combination of out-of-school and skill-building in-school suspension days. The out-of-school suspension must be served first and the combined total of out-of-school and in-school suspension days must not exceed the limits available for each Group level.
 - f) School staff members must not use public disciplinary techniques and must respond to inappropriate student behavior as confidentially as possible.
 - g) No restrictions may be placed on food options or recess activities as a behavior consequence. Silent group lunches are expressly prohibited.
- 7) **Complete report** in IMPACT for all inappropriate behaviors under the SCC. Hand-deliver to the parents/guardians or mail a copy of the misconduct report to the student's home address.
- 8) **Inform parents/guardians of their right to appeal** if they believe that the consequence is unwarranted or excessive.
- a) The parents/guardians have the right to ask the principal to review the consequence assigned and to reconsider the decision.
 - b) If a student has been suspended or referred for an expulsion hearing, the parents/guardians may appeal by contacting the Department of Student Adjudication at 773/553-2249, studentadjudication@cps.edu, or the Network Chief of Schools ("Network Chief") or his/her designee (contact information available at www.cps.edu/Networks). The Network Chief or designee will review the appeal and determine:
 - whether any factual errors were made in the principal's investigation,
 - whether the documentation of the student's behavior aligns to the recorded SCC behavior category,
 - whether prior interventions were attempted when appropriate,
 - whether the length of the suspension was commensurate with the student's inappropriate behavior, and
 - in the case of a request for an expulsion hearing, whether the request was appropriate.
 The Network Chief or designee's decision shall be final. The term of a student's suspension or request for an expulsion hearing is not halted by the parents/guardians' appeal.
 - c) If a student has been expelled, the parents/guardians may appeal the final determination in writing and send additional evidence not available at the time of the expulsion hearing to the Chief Executive Officer's designee, the Department of Student Adjudication (773/553-2249). The decision of the CEO or designee regarding the appeal shall be final. The start of a student's expulsion is not delayed by the parents/guardians' appeal.
- 9) **Restore** the student's participation in the school community.
- a) If the student received an out-of-school suspension for three (3) or more days, the principal or designee must develop a plan to support the student's transition back into the school community, including strategies for preventing future behavior incidents, restoring relationships, and addressing the student's ongoing social, emotional, and academic needs, with input from the student and parents/guardians. For more information, see *Guidelines for Effective Discipline*.
 - b) When a student is set to return from an expulsion and has been attending the Safe Schools Alternative Program, school administrators must attend a transition meeting, which should include the student, parents/guardians, and alternative school staff members, to discuss the student's return and prepare for a successful transition.

SUSPENSION GUIDELINES

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

Skill-Building In-School Suspension

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

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

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

Out-of-School Suspension

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

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

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

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

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

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

POLICE NOTIFICATION GUIDELINES

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

Emergency

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

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

Criminal Acts

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

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

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

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

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

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

² See Reference Guide for definition.

Possible Violations of Criminal Law Consider factors above prior to notifying CPD	Violations of Criminal Law Consider factors above prior to notifying CPD
<ul style="list-style-type: none"> • Gambling (3-2) • Forgery (3-7) • False activation of a fire alarm that does not cause a school facility to be evacuated or does not cause emergency services to be notified (4-1) • Extortion (4-2) • Assault (4-3) • Vandalism or criminal damage to property that costs less than \$500 (4-4) • Battery or aiding or abetting in the commission of a battery which does not result in a physical injury (4-5) • Fighting – more than two people and/or involves injury (4-6) • Theft or possession of stolen property that costs less than \$150 (4-7) • Possession, use, sale, or distribution of fireworks (4-8) • Trespassing on CPS property (4-11) • Use of intimidation, credible threats of violence, coercion, or persistent severe bullying (5-4) • Inappropriate sexual conduct (5-7) • Second or repeated violation of Behavior 4-14, use or possession of alcohol in school or at a school related function or before school or before a school related function (5-18) 	<ul style="list-style-type: none"> • Knowingly or intentionally using the CPS network or information technology devices to spread viruses to the CPS network (4-12) • Aggravated assault (5-1) • Burglary (5-2) • Theft or possession of stolen property that costs more than \$150 (5-3) • Gang activity or overt displays of gang affiliation (5-6) • Engaging in any other illegal behavior which interferes with the school's educational process, including attempt (5-8) • Persistent or severe acts of sexual harassment (5-9) • False activation of a fire alarm which causes a school facility to be evacuated or causes emergency services to be notified (5-10) • Battery, or aiding or abetting in the commission of a battery, which results in a physical injury (5-12) • Use of any computer, including social networking websites, or use of any information technology device to threaten, stalk, harass, bully or otherwise intimidate others, or hacking into the CPS network to access student records or other unauthorized information, and/or to otherwise circumvent the information security system (5-14) • Vandalism or criminal damage to property that costs more than \$500 or that is done to personal property belonging to any school personnel (5-15) • Use or possession of illegal drugs, narcotics, controlled substances, "look-alikes" of such substances, or contraband, or use of any other substance for the purpose of intoxication in school or at a school related function or before school or before a school related function (5-17) • Participating in a mob action (5-19) • Use, possession, and/or concealment of a firearm/destructive device or other weapon or "look-alikes" of weapons, or use or intent to use any other object to inflict bodily harm (6-1) • Intentionally causing or attempting to cause all or a portion of the CPS network to become inoperable (6-2) • Arson (6-3) • Bomb threat (6-4) • Robbery (6-5) • Sale, distribution, or intent to sell or distribute alcohol, illegal drugs, narcotics, controlled substances, "look-alikes" or such substances, contraband, or any other substance used for the purpose of

	<p>intoxication, or second or repeated violation of Behavior 5-17 (6-6)</p> <ul style="list-style-type: none">• Sex acts which include the use of force (6-7)• Aggravated battery, or aiding and abetting in the commission of an aggravated battery (6-8)• Murder (6-9)• Attempted murder (6-10)• Kidnapping (6-11)• Theft or possession of stolen property that costs more than \$1,000 (6-12)
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STUDENT BEHAVIORS COVERED BY THE SCC

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

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

Special Notes:

Individual School Rules and Academic Progress

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

Cellular Phones and Other Information Technology Devices³

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

School Dress Codes and Uniform Policies

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

Military and JROTC Programs

Board-designated military academies and other JROTC programs may enforce standards of conduct and intervention or consequences that are consistent with the military nature of those schools and programs, in addition to the standards of conduct and intervention or consequences described in this SCC. Students enrolled in a military academy who repeatedly engage in acts of gross misconduct or insubordination (student act that defies a lawful and appropriate direct order of a superior ranked officer, staff member or another student), or who repeatedly fail or refuse to wear the required military uniform, may be subject to administrative transfer by the military academy principal to another school (or in the case of a JROTC program, dismissal from the program). Prior to an administrative transfer, a conference

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

must be held with the parents/guardians, student, military academy principal, and a designee of the Chief Executive Officer. Students who have been transferred for administrative reasons from any military academy must be accepted by their attendance area school. Students who have been given an administrative transfer to another Chicago public school or expelled from the Chicago Public Schools lose all rank and privileges at the JROTC military academies and must reapply to the JROTC program and the military academies for enrollment. Upon their child's enrollment at a military academy, parents/guardians shall be informed of the uniform policy, expectations of the military academy, and the administrative transfer policy, and shall indicate by signature their agreement to adhere to the terms of these policies.

Dating Violence Statement

Any school employee who is notified by a parent, guardian or student, or who reasonably suspects, that a student has been the victim of dating violence shall immediately report that information to the principal/designee. Dating violence includes violent and controlling behavior that an individual uses against a girlfriend or boyfriend, such as physical, emotional, or sexual abuse, yelling, threats, name-calling, threats of suicide, obsessive phone calling or text messaging, extreme jealousy, possessiveness, and stalking. School staff shall promptly and reasonably investigate allegations of dating violence and issue appropriate discipline based on their findings. The principal shall ensure that the student victim of dating violence receives appropriate support services in accordance with the Board's Policy on Domestic Violence, Dating Violence and Court Orders of Protection, Restraint or No Contact (<http://policy.cps.edu/download.aspx?ID=43>).

SCC and Other Laws, Policies, Rules, and Contracts

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

The SCC applies to CPS contract and performance schools.

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

Corporal punishment is expressly prohibited. Chicago Board of Education Rule 6-21 states: "No employee of the Board of Education may inflict corporal punishment of any kind upon persons attending the public schools of the City of Chicago."

GROUP 1

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

⁴ Students may be suspended from CPS network privileges for improper use of the CPS network for one to five days, in addition to any other interventions and consequences listed.

GROUP 2

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

⁵ Students may be suspended from CPS network privileges for improper use of the CPS network for five to ten days (for first violation) or up to one semester (for second or subsequent violation), in addition to any other interventions and consequences listed.

GROUP 3

SERIOUSLY DISRUPTIVE BEHAVIOR		AVAILABLE INTERVENTIONS AND CONSEQUENCES (Whenever possible, interventions and consequences that do not exclude the student from his/her regular educational schedule should be attempted first.)
3-1	Disruptive behavior on the school bus ⁵	<ul style="list-style-type: none"> ◆ Documented Teacher, Student, Parent/Guardian, and Administrator conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence ◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>) ◆ Detention – lunch, before school, after school, or Saturday ◆ Skill-building in-school suspension up to three days <p>ADDITIONAL CONSEQUENCES AVAILABLE FOR <u>REPEATED GROUP 3 INAPPROPRIATE BEHAVIOR</u></p> <ul style="list-style-type: none"> ◆ Skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension up to three days ◆ Request for disciplinary reassignment¹²
**3-2	Gambling – participating in games of chance or skill for money or things of value	
3-3	Fighting ⁷ – physical contact between two people with intent to harm, but no injuries result	
3-4	Profane, obscene, indecent, and immoral or seriously offensive language and gestures, propositions, behavior, or harassment based on race, color, national origin, sex, gender, sexual orientation, age, religion, gender identity, gender expression or disability	
3-5	Second or more documented violation of a Group 1 or 2, behavior category ⁸	
3-6	Any behavior not otherwise listed in Groups 1 through 3 of this SCC that seriously disrupts the educational process	
**3-7	Forgery – false and fraudulent making or altering of a document or the use of such a document	
3-8	Plagiarizing, cheating and/or copying the work of another student or other source	
3-9	Overt display of gang affiliation ⁹	
3-10	Bullying behaviors – conduct directed towards a student that can be reasonably predicted to cause fear of physical or mental harm, harm to property, and/or interfere with student's ability to	

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

⁵ In addition to other disciplinary actions, a student who engages in disruptive behavior on the school bus may be subject to suspension from bus service for a period to be determined by the school principal with review by the Chief Executive Officer or designee.

⁷ It is not an act of misconduct to defend oneself as provided by the law.

⁸ For example, a student's first time failing to provide proper identification would be recorded as a 2-9 behavior category and available consequences would include skill-building in-school suspension up to three days. A student's second time failing to provide proper identification would be recorded as a 3-5 behavior category and available consequences would include skill-building in-school suspension up to three days. A student's third time failing to provide proper identification would be recorded as a 3-5 behavior category, repeated Group 3 inappropriate behavior, and available consequences would include skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension up to three days.

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

	participate in school or school activities (see Anti-Bullying Policy for full definition <i>before</i> assigning an intervention or consequence)	
3-11	Use of cellular telephones or other information technology device to harass, incite violence, or interrupt other students' participation in school activities, including use of device to record others without permission or unauthorized distribution of recordings ¹⁰	
3-12	Inappropriately wearing any JROTC or Military Academy Uniform on or off school grounds	
3-13	Use of the CPS network for a seriously disruptive purpose not otherwise listed in this SCC ¹¹	

¹⁰ Students may be suspended from CPS network privileges for improper use of information technology devices for one semester (for first violation) or up to one year (for second or subsequent violation), in addition to any other interventions and consequences listed.

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

¹² Disciplinary reassignment is the transfer of a student from his or her current CPS school to another CPS school for disciplinary reasons. All disciplinary reassignments must be approved and facilitated by the Network Chief of Schools or his or her designee. For further information, refer to the Board's Comprehensive Policy on the Enrollment and Transfer of Students in the Chicago Public Schools, as may be amended (<http://policy.cps.edu/download.aspx?ID=50>).

GROUP 4

VERY SERIOUSLY DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES (Whenever possible, interventions and consequences that do not exclude the student from his/her regular educational schedule should be attempted first.)
**4-1 False activation of a fire alarm that does not cause a school facility to be evacuated or does not cause emergency services to be notified	◆ Documented Teacher, Student, Parent/Guardian, and Administrator conference focused on expectation violated, cause of behavior, and strategy to prevent recurrence
**4-2 Extortion – obtaining money or information from another by coercion or intimidation	◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>)
**4-3 Assault ¹³ – an attempt or reasonable threat to inflict injury on someone with a show of force that would cause the victim to expect an immediate battery	◆ Detention – lunch, before school, after school, or Saturday ◆ Skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension up to three days
**4-4 Vandalism (willful or malicious destruction or defacing of the property of others) or criminal damage to property at a cost less than \$500	◆ Request for disciplinary reassignment
**4-5 Battery (unwanted bodily contact with another person without legal justification) or aiding or abetting in the commission of a battery which does not result in a physical injury	
**4-6 Fighting ¹⁴ – physical contact between more than two people with intent to harm, or physical contact between two people with intent to harm that results in injury	
**4-7 Theft (unauthorized control over the physical property of another) or possession (physical control over, such as contained in clothing, lockers or bags) of stolen property that costs less than \$150	
**4-8 Possession, use, sale, or distribution of fireworks	
4-9 Any behavior not otherwise listed in Groups 1 through 4 of this SCC that very seriously disrupts the educational process	
4-10 [this code intentionally left blank]	
**4-11 Trespassing on CPS property – entering CPS property when previously prohibited or remaining on school grounds after receiving a request to depart	
*4-12 Knowingly or intentionally using the CPS network or information technology devices to spread viruses to the CPS network ¹⁵	

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

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

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

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

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

4-13 Possession of any dangerous object as defined by this SCC, first documented behavior (see Reference Guide) ¹⁶	
4-14 Use or possession of alcohol in school or at, before, or after a school related function, first documented behavior ¹⁷	
4-15 Initiating or participating in inappropriate physical contact with school personnel, such as pushing school personnel out of the way in order to physically fight with another student, with no intent to harm school personnel	

¹⁶ Second or repeated violations of Behavior 4-13 may result in a request for an expulsion hearing and must be submitted as Behavior 5-11.

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

GROUP 5		
MOST SERIOUSLY DISRUPTIVE BEHAVIOR		AVAILABLE INTERVENTIONS AND CONSEQUENCES
*5-1	Aggravated assault – assault ¹⁸ with a deadly weapon or done by a person who conceals his/her identity, or any assault against school personnel	<ul style="list-style-type: none"> ◆ Skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension for three to five days.²⁸ When the suspension is assigned, create a plan for preventing future behavior incidents, restoring relationships, and addressing student needs. <p>ADDITIONAL CONSEQUENCES AVAILABLE</p> <ul style="list-style-type: none"> ◆ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>) ◆ Request for assignment to an intervention program by the Chief Executive Officer or designee ◆ Request for disciplinary reassignment to another Network school, or to an alternative school program for a set term ◆ Request for expulsion hearing ◆ For behaviors involving the improper use of the CPS network or information technology devices, revocation of network privileges for up to two years
*5-2	Burglary – knowingly and without authority entering or remaining in a building or vehicle with intent to commit a felony or theft therein	
*5-3	Theft (obtaining or exerting unauthorized control over) or possession (physical control over, including in clothing, lockers, or bags) of stolen property that costs more than \$150	
**5-4	Use of intimidation, credible threats of violence, coercion, or persistent severe bullying. Intimidation is behavior that prevents or discourages another student from exercising his/her right to education, or using force against students, school personnel and school visitors. For severe bullying, see the Anti-Bullying Policy <i>before</i> assigning an intervention or consequence.	
5-5	[this code intentionally left blank]	
*5-6	Gang activity or overt displays of gang affiliation ¹⁹	
**5-7	Inappropriate sexual conduct, including unwelcomed sexual contact, indecent exposure, transmitting sexually suggestive images through information technology devices, or other sexual activities which do not involve the use of force	
*5-8	Engaging in or attempting any illegal behavior which interferes with the school's educational process	
*5-9	Persistent or severe acts of sexual harassment – unwelcome sexual or gender-based conduct (either physical or verbal) and/or conduct of a sexual nature which is sufficiently severe, persistent, or pervasive to limit a student's ability to participate in or benefit from the educational program or which creates a hostile or abusive school environment	
*5-10	False activation of a fire alarm which causes a school facility to be evacuated or causes emergency services to be notified	
5-11	Second or repeated violation of Behavior 4-13, possession of any dangerous	

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

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

¹⁸ An assault is an attempt or reasonable threat to inflict injury on someone with a show of force that would cause the victim to expect an immediate battery. An assault may be committed without actually touching, striking or injuring the victim.

¹⁹ A gang is any ongoing organization or group of three or more persons having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal activity. Gang activity means any act (e.g., recruitment with use of intimidation, tagging or marking, assault, battery, theft, trespassing, or extortion) performed by a gang member or on behalf of a gang, and intended to further a common criminal objective. An overt display of gang affiliation means any act (e.g., wearing clothing or paraphernalia, displaying gang signs, symbols, and signals) that signifies or exhibits affiliation with a gang. Gang activity and overt displays of gang affiliation can be implied from the character of the acts and the circumstances surrounding the misconduct. Consider referring students who commit 5-6 behaviors to a gang intervention program at a community based organization.

<p>object as defined by this SCC</p> <p>*5-12 Battery, or aiding or abetting in the commission of a battery, which results in a physical injury. Battery means unwanted bodily contact with another person without legal justification.²⁰</p> <p>5-13 [this code intentionally left blank]</p> <p>*5-14 Use of any computer, including social networking websites, or use of any information technology device to threaten, stalk, harass, bully or otherwise intimidate others. Or, hacking (intentionally gaining access by illegal means or without authorization) into the CPS network to access student records or other unauthorized information, or to otherwise circumvent the information security system²¹</p> <p>*5-15 Vandalism (willful or malicious destruction or defacing of property) or criminal damage to property that results in damage exceeding \$500 or that is done to personal property belonging to any school personnel</p> <p>5-16 Inappropriate consensual sexual activity</p> <p>*5-17 Use or possession of illegal drugs, narcotics, controlled substances, "look-alikes"²² of such substances, or contraband²³, or use of any other substance for the purpose of intoxication in or before school or a school-related function²⁴</p> <p>**5-18 Second or repeated violation of Behavior 4-14, use or possession of alcohol in school or at, before or after a school-related function²⁵</p> <p>*5-19 Participating in a mob action – a large or disorderly group of students using force to cause injury to a person or property, or persisting in severe disruption after being directed to cease by school personnel or Police</p>	
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²⁰ Principals have discretion to suspend a student for fewer than three days if the student has a disability/impairment, based on the student's age/grade level, or for other good cause as determined by the principal or designee.

²¹ It is not an act of misconduct to defend oneself as provided by the law.

²² A student may be disciplined for circumventing the information security system regardless of the student's intent.

²³ "Look-alike" means any substance which by appearance, representation, or manner of distribution would lead a reasonable person to believe that the substance is an illegal drug or other controlled substance.

²⁴ Contraband means any instrument used to commit a crime or violation, and any other item, when possessing that item violates any applicable law, City ordinance, rule or policy of the Board or any individual school.

²⁵ Consider referring students who commit 5-17 behaviors to a substance abuse prevention program or counseling.

²⁶ Consider referring students who commit 5-18 behaviors to a substance abuse prevention program or counseling.

GROUP 6

ILLEGAL AND MOST SERIOUSLY DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES
*6-1 Use, possession, and/or concealment of a firearm ²⁷ /destructive device or other weapon ²⁸ or "look-alikes" of weapons as defined in the Reference Guide, or use or intent to use any other object to inflict bodily harm	♦ Skill-building in-school suspension, out-of-school suspension, or combination in-school and out-of-school suspension for five days. ³³ A student may be suspended for up to ten days with written justification submitted for approval in IMPACT. When the suspension is assigned, create a plan for preventing future behavior incidents, restoring relationships, and addressing student needs.
*6-2 Intentionally causing or attempting to cause all or a portion of the CPS network to become inoperable ²⁹	♦ For students in sixth through twelfth grades, or for any student violating section 6-1, request for expulsion hearing
*6-3 Arson – knowingly damaging, by means of fire or explosive, a building and/or the personal property of others	ADDITIONAL CONSEQUENCES AVAILABLE
*6-4 Bomb threat – false indication that a bomb, or other explosive of any nature, is concealed in a place that would endanger human life if activated	♦ Recommended instructive, corrective, or restorative response (see <i>Guidelines for Effective Discipline</i>)
*6-5 Robbery – taking personal property in the possession of another by use of force or by threatening the imminent use of force	♦ Request for assignment to an intervention program by the Chief Executive Officer or designee
*6-6 Sale, distribution, or intent to sell or distribute alcohol, illegal drugs, narcotics, controlled substances, "look-alikes" ³⁰ of such substances, contraband, ³¹ or any other substance used for the purpose of intoxication, or repeated violation of Behavior 5-17 ³²	♦ Request for disciplinary reassignment to another Network school, or to an alternative school program for a set term
*6-7 Sex acts which include the use of force	♦ For students in fifth grade or below, the principal may request an expulsion hearing at his/her discretion (except for violations of section 6-1)
*6-8 Aggravated battery (battery that causes great harm, is done with a deadly weapon, is done by a person who conceals his/her identity, or the use of physical force against school personnel) or aiding and abetting in the commission of an aggravated battery	♦ For behaviors involving the improper use of the CPS network or information technology devices, revocation of network privileges indefinitely
*6-9 Murder – killing an individual without legal justification	

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

²⁷ The term "firearm/destructive device" as defined in 18 U.S.C. Section 921 includes, but is not limited to, handguns, rifles, automatic weapons, bombs, or other incendiary devices and parts thereof.

²⁸ Weapons include any object that is commonly used to inflict bodily harm, and/or an object that is used or intended to be used in a manner that may inflict bodily harm, even though its normal use is not as a weapon.

²⁹ A network is considered inoperable when it is unable to perform at the level of functionality intended by its maintainers.

³⁰ "Look-alike" means any substance which by appearance, representation, or manner of distribution would lead a reasonable person to believe that the substance is an illegal drug or other controlled substance.

³¹ Contraband means any instrument used to commit a crime or violation, and any other item, when possessing that item violates any applicable law, City ordinance, rule or policy of the Board or any individual school.

³² It may be assumed that a student in possession of large quantities of alcohol, illegal drugs, narcotics, or controlled substances, or in possession of multiple individually-packaged amounts of alcohol, illegal drugs, narcotics or controlled substances, intends to sell or deliver these substances. Consider referring students who violate behavior 6-6 for substance abuse prevention program or counseling.

³³ Principals have discretion to suspend a student for fewer than five days if the student has a disability/impairment, based on the student's age/grade level, or for other good cause as determined by the principal or designee.

*6-10 Attempted murder – an act that constitutes a substantial step toward intended commission of murder	
*6-11 Kidnapping – secret confinement of another against his/her will or transportation of another by force or deceit from one place to another with the intent to secretly confine	
*6-12 Theft (obtaining or exerting unauthorized control over) or possession (physical control over, including in clothing, lockers, or bags) of stolen property that costs more than \$1,000	

ANTI-BULLYING POLICY

Purpose

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

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

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

Scope

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

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

Bullying is prohibited:

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

Definitions

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

- (1) placing the student in reasonable fear of harm to the student's person or property;
- (2) causing a substantially detrimental effect on the student's physical or mental health;
- (3) substantially interfering with the student's academic performance; or
- (4) substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

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

Bullying behaviors may also qualify as other inappropriate behaviors listed in the SCC. When deciding whether inappropriate behavior constitutes bullying, administrators should consider the student's intent, the frequency or recurrence of the inappropriate behavior, and whether there are power imbalances between the students involved. While bullying is often characterized by repeated acts, sometimes a single incident constitutes bullying depending on the student's intent and power imbalances.

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

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

"Peer Conflict" means disagreements and oppositional interactions that are situational, immediate and developmentally appropriate. When school employees are aware of peer conflict, they are expected to guide students in developing new skills in social competency, learning personal boundaries and peaceably resolving conflict, and to model appropriate social interactions. These interventions are designed to prevent Peer Conflict from escalating to Bullying.

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

Intervening to Address Bullying

Responsibilities of CPS Employees and Contractors

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

- (1) intervene immediately in a manner that is appropriate to the context and ensures the safety of all people involved;

- (2) report the incident of bullying or retaliation to the Principal/Designee as soon as practicable, but within 24 hours, on the CPS Bullying Complaint Form (Attachment A); and
- (3) cooperate fully in any investigation of the incident and in implementing any safety plan established by the Principal/Designee.

Responsibilities of Students, Parents and Guardians

No student who witnesses bullying may stand by or participate in the bullying, but must notify an adult at school and an adult at home as quickly as practicable. Any parent or guardian who witnesses or is notified of bullying has an obligation to advise the Principal/Designee as quickly as practicable. Reports can be made to any CPS employee or contractor in person, by completing Attachment A and submitting it to the Principal/Designee, by calling the CPS Violence Prevention Hotline ("Hotline") at 1-888-881-0606, or by emailing BullyingReport@cps.edu. Anonymous reports will be accepted by the Principal/Designee and Hotline. No disciplinary action will be taken on the sole basis of an anonymous report.

Investigation

- (1) The Principal shall select a designee, knowledgeable about bullying prevention and intervention, to perform the investigation.
- (2) Investigation of a bullying incident shall be initiated within five school days of receipt of a report and completed within 10 school days, unless the Principal grants in writing an additional 5-day extension due to extenuating circumstances. The Principal/Designee shall document the extension in the investigation report and shall notify the parties involved.
- (3) The investigation shall include:
 - a. Identifying the perpetrator(s), target(s) and bystander(s), as well as any adult who witnessed the incident or may have reliable information about it.
 - b. Conducting an individual interview in a private setting with the alleged perpetrator and target. The alleged perpetrator and target should never be interviewed together or in public. Individual interviews shall also be conducted in private with student and adult bystanders.
 - c. Determining how often the conduct occurred, any past incident or continuing pattern of behavior, and whether the target's education was affected.
 - d. Assessing the individual and school-wide effects of the incident relating to safety, and assigning school staff to create and implement a safety plan that will restore a sense of safety for the target and other students who have been impacted.
 - e. When appropriate, preparing a Misconduct Report identifying his/her recommendation for individual consequences.
 - f. Comprehensively documenting the details of the investigation.
- (4) When the investigation is complete, the Principal/Designee shall ensure the investigation report is attached to the Incident Report in IMPACT.

Notification

On the same day the investigation is initiated, the Principal/Designee shall report to the parent/legal guardian of all involved students, via telephone, personal conference and/or in writing, the occurrence of any alleged incident of bullying, and shall document these notifications in the Incident Report in IMPACT. When the investigation is complete, the Principal/Designee shall notify the parents/legal guardians of all students involved of the outcome of the investigation. Parents/legal guardians of the students who are parties to the investigation may request a personal conference with the Principal/Designee to discuss the investigation, the findings of the investigation, the actions taken to address the reported incident of bullying, and any resources available in or outside the school to help the students address the underlying reasons for the bullying (see "Referrals" section below).

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

When communicating incidents of bullying to the target's parent/guardian, the Principal/Designee should consider whether the student may want to keep certain information confidential. For example, if a student

is bullied after coming out as gay, the Principal/Designee shall not disclose the student's sexual orientation to the parent/guardian without the student's permission, unless there is a legitimate, school-related reason for doing so.

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

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

Assigning Interventions and/or Consequences

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

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

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

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

What Not To Do:

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

Referrals

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

The targets of bullying need protection from bullies, but may also need support and help in changing their own behavior. The Principal/Designee shall ask a school mental health professional to refer these students to individual or group therapy where they can openly express their feelings about their bullying experience, social-skills training and/or groups where they can practice assertiveness and coping mechanisms, or social work, counseling or school psychological services available within the school. For more information, see *Guidelines for Effective Discipline*.

Appeal

Any party who is not satisfied with the outcome of the investigation may appeal to the CPS Equal Opportunity Compliance Office, or EOCO (telephone: 773/553-1013), within 15 calendar days of notification of the Principal's decision. The EOCO Administrator shall render a final determination in accordance with the timeline and procedures set out in the anti-bullying appeal guidelines established by the EOCO. The EOCO may return the incident to the Network Chief, Principal or their designees for further investigation or reconsideration of the consequence(s); direct the imposition of other consequence(s), or deny the appeal. The EOCO shall notify the party requesting the appeal and the Principal that its decision is final and shall document that notification in the Incident Report in IMPACT.

Consequences for CPS Employees and Contractors

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

Notice and Dissemination of Requirements

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

Training and Professional Development

Staff

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

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

Student Internet Safety Education

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

ATTACHMENT A
Chicago Public Schools
Form for Reporting Bullying and Retaliation

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

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

Victim or Target Information

School: _____

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

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

Name & Title of Person Reporting: _____

Relationship to Victim/Target: _____

Phone: _____ Email Address: _____

Incident Information

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

Location of incident: _____

Date and time of incident: _____

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

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

Date of submission: _____

**PROCEDURAL SAFEGUARDS FOR DISCIPLINE OF STUDENTS WITH
DISABILITIES/IMPAIRMENTS³⁴**

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

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

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

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

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

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

³⁴ All procedural safeguards contained in the SCC and this Appendix are equally applicable to those students with §504 plans.

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

SECTIONS 4-13 AND 5-11

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

Knives, including but not limited to:

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

Tools, including but not limited to:

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

Other Objects, including but not limited to:

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

SECTION 6-1

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

Firearms - these include:

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

Knives - these include only the following types of knives:

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

Explosive Devices/Gases - these include:

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

Other Objects - these include:

- Blackjack
- Slingshot
- Sand club

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

“Look-Alike” Firearms - these include:

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

6-1 SPECIAL CONSIDERATION

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

Sporting Equipment - these include but are not limited to:

- Baseball bats
- Golf clubs

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

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

School Supplies - these include but are not limited to:

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

EXPULSION HEARING AND EMERGENCY ASSIGNMENT GUIDELINES

Request for Expulsion Hearing

- Expulsion is the removal of a student from school for 11 or more consecutive days, up to a maximum of two calendar years.³⁵
- If a student's inappropriate behavior falls within Group 5 of the SCC, a school principal *may* request an expulsion hearing for the student. A school principal may also request assignment to an intervention program.
- If a student's inappropriate behavior falls within Group 6 of the SCC, a school principal *must* request an expulsion hearing for a student in 6th through 12th grade or for any student violating section 6-1; a school principal *may* request an expulsion hearing for a student in 5th grade or below committing any other Group 6 behavior.
- The CEO's designee will review the expulsion hearing request and determine whether to refer the student to the Law Department for an expulsion hearing, assign the student to an intervention program, or refer the student back to the school for intervention/support.

Emergency Assignment to Interim Alternative Education Setting

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

Expulsion Hearing Procedures

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

Expulsion Final Determination

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

³⁵ This definition does not apply to exclusion of a student from school for failure to comply with immunization requirements or temporary emergency placement.

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

Transition when Expulsion Complete

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

ACKNOWLEDGEMENT OF RECEIPT OF THE STUDENT CODE OF CONDUCT

Chicago Public Schools
Student Code of Conduct

Student Agreement

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

Student Signature

Date

Parent/Guardian Agreement

Dear Parent or Guardian:

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

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

Parent/Guardian Signature

Date

17-0628-PO2

AMEND BOARD REPORT 13-0828-PO4
LAYOFF OF TEACHERS POLICY

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Board amend Board Report 13-0828-PO4, the Layoff of Teachers Policy.

PURPOSE: The purpose of this policy is to restate the layoff provisions set out in Appendix H of the collective bargaining agreement with Chicago Teacher's Union dated July 1, 2016 (ratified December 7, 2016).

POLICY TEXT:**Section 1 – Definitions**

- A. *School actions.* Board-approved actions to close, consolidate, phase-out or turnaround a school.
- B. *School closing.* A student attendance center is closed, its attendance area boundary redistributed to two or more schools and its students reassigned to one or more schools.
- C. *School consolidation.* A student attendance center is closed, its attendance area boundary merged with one other school and its students reassigned to one other school.
- D. *Phase-out.* A student attendance center is gradually closed through the reassignment of the area attendance boundary to one or more other student attendance centers with no students reassigned; such center may later be closed or consolidated.
- E. *Turnaround or reconstitution.* All employees of the school are removed from the school and reassigned or laid off with no students reassigned to other schools.
- F. *Economic actions.* Economic actions are those for which the cause of the layoff of the employee is the BOARD's, unit's or school's lack of funds to maintain current staffing levels; economic actions may take the form of different transactions, including, but not limited to, class size increases, changes in position definitions (i.e., redefinitions) to meet program needs, elimination of positions or the reduction of positions from full- to part-time.
- G. *Other actions.* Actions that are not school actions or economic actions. They may be based on a school's enrollment or a school's or unit's educational program and may include, but not be limited to, (i) drops in enrollment whereby a student attendance center receives fewer positions or less resources due to a decline in student enrollment, (ii) changes in the educational or academic focus of the attendance center whereby an entire attendance center or a substantial part of an attendance center becomes focused on or changes its focus to a particular content area or form of pedagogy (e.g., International Baccalaureate, Montessori or STEM) that necessitates specialized credentials for or training of teaching staff and sometimes support staff, (iii) program closures whereby special programs are eliminated (e.g., a grant-funded reading program ends), (iv) redefinitions, (v) elimination of positions or (vi) reduction of positions from full- to part-time.

Section 2 – Scope of Policy

Whenever there is a reduction in or change in the teaching force that results in the layoff of appointed teachers, teachers will be reassigned or laid off in accordance with this policy.

Section 3 – Order of Teacher Layoff

If changes in an attendance center or program require the layoff of some but not all teachers, the order of layoff of teachers within the affected unit and certification shall be by the following performance tiers and/or as follows:

1. Any teachers rated unsatisfactory;
2. Any substitute or temporary teachers;
3. Probationary appointed teachers by performance tier (emerging: 209-250 score; developing: 251-284 score; proficient: 285-339 score; and excellent: 340-400 score).
4. Tenured teachers rated satisfactory or, after the first evaluation in the new evaluation system issues, first tenured teachers rated emerging (209-250 score) and then tenured teachers rated developing (251-284 score).
5. All other tenured teachers.

Within each of the foregoing five tiers, teachers shall be displaced by inverse order of seniority, with the least senior teacher being laid off first.

For school year 2012-13 only, if changes in an attendance center or program require the layoff of some but not all teachers, the order of layoff of teachers within the affected unit and certification shall be by the following performance tiers and/or as follows:

1. Any teachers rated unsatisfactory;
2. Any substitute or temporary teachers;

3. Probationary appointed teachers by performance tier (emerging: 209-250 score; developing: 251-284 score; proficient: 285-339 score; and excellent: 340-400 score);
4. All other tenured teachers.

Within each of the foregoing tiers, teachers shall be displaced by inverse order of seniority, with the least senior teacher being laid off first.

Section 4 – Notice of Position Closing

When a determination is made that a teacher's services are no longer required at an attendance center, the teacher will be so notified (hereinafter "notice of layoff") ~~twenty-one~~ 21 days in advance of the effective date of layoff, except in the case of 20th day position closing.

Section 5 –Tenured Teachers' Benefits Upon Layoff

A. Reassigned Teacher Pool Benefits for Laid Off Tenured Teachers.

Notwithstanding any provision to the contrary in the Chicago Teachers Union-Board of Education 2015-19 collective bargaining agreement (ratified on December 7, 2016), all tenured teachers, except those whose last summative rating was unsatisfactory, upon layoff for any reason on or after June 21, 2016 shall be placed in the Reassigned Teacher Pool at the start of the subsequent school year (or, in the case of teachers laid off during the school year, immediately after the effective date of layoff) for 10 school months. Those tenured teachers shall be placed in a full-time teacher vacancy that exists on the 20th day of the school year and for which they are qualified for the balance of the school year on a temporary basis without loss of salary or benefits. If that vacancy is filled by someone other than the tenured teacher before the expiration of 10 school months, the tenured teacher shall be returned to the reassigned teacher pool for the remainder of the 10 school months. If no vacancy exists for which a teacher is qualified on the 20th day, the teacher shall remain in the Reassigned Teacher Pool for 10 school months.

Tenured teachers eligible for this benefit who were laid off at the end of the 2015-16 school year shall be placed in the Reassigned Teacher Pool effective the second semester of the 2016-17 school year for 10 school months.

B. A. Teacher Eligibility List.

1. The Board with input from the Union shall create a system by which candidates for hire as teachers are prequalified through hiring screening methods. Prequalified teachers shall include: (a) tenured teachers laid off for any reason on or after June 15, 2010 whose most recent performance rating was in the top two rating categories (i.e., excellent or superior and excellent or proficient); and (b) new applicants and other teachers who pass uniform pre-screening hiring criteria, including the consideration of employment history.

Tenured Teachers laid off between June 15, 2010 and June 30, 2012 will not be placed on the teacher eligibility list if they are currently employed by the Board in a full-time teacher position or have previously resigned or retired.

2. Eligible tenured teachers will be invited to be on the teacher eligibility list and to confirm their desire to be on the list (such as completing an on-line application). The Union will be copied on all communications.
3. Prequalified teachers will be admitted to the eligibility list as they are laid off and shall remain on the teacher eligibility list for two years or until they receive a permanent appointment, whichever first occurs. However, teachers placed on the eligibility list during 2012 will remain on the list until June 30, 2015.
4. Inter-unit transfers are exempt from the process described in this Section.
5. Principals shall hire only prequalified applicants to permanent teaching positions and shall have the discretion to hire any prequalified teacher. However, principals who receive three or more applications from prequalified displaced tenured teachers for a posted vacancy must interview at least three prequalified displaced tenured teachers for the position. If the principal does not select a prequalified displaced tenured teacher, the principal shall provide the reason(s) for the non-selection to the Talent Office, which shall communicate the reason(s) to the prequalified displaced tenured teacher. Such reasons may not be arbitrary.
6. Every July 1, the Board shall provide the Union with a list of permanent vacancies filled by teachers on the eligibility list between the immediately preceding July 1 to June 30 period. If ~~fifty~~ 50 percent of those vacancies have not been filled by prequalified displaced tenured teachers, the Board will assign a number of prequalified displaced tenured teachers who were on the eligibility list on the immediately preceding June 30 to the reassigned teacher pool for a period of five school months, but excluding:

(a) displaced teachers then currently in the reassigned teacher pool under another provision of this Agreement; and

(b) tenured teachers displaced between June 15, 2010 and June 30, 2012 who were placed into the Reassigned Teacher Pool upon layoff.

Assignments to the reassigned teacher pool shall be based on seniority. The number of prequalified displaced tenured teachers assigned shall equal the difference between the numerical value of fifty 50 percent of the permanent vacancies filled during the immediately preceding July 1 to June 30 period and the actual number of vacancies filled by prequalified displaced tenured teachers. Prequalified displaced tenured teachers who are placed in the reassigned teacher pool and who do not find a permanent appointment by the end of their five-month assignment shall be assigned to the Cadre for five school months. If the prequalified displaced tenured teacher is not appointed to a position by the end of his or her assignment in the Cadre, he or she shall be laid off and separated from BOARD employment, but will remain on the teacher eligibility list for the remainder of his or her two years of eligibility.

C.B. Tenured Teachers Laid Off Due to School Actions.

Tenured teachers laid off due to school actions shall receive the following benefits:

1. *Transfer to receiving schools in school closings and consolidations.* Tenured teachers whose most recent rating is in the top two rating categories (i.e., excellent or superior and excellent or proficient) shall be appointed to a vacancy at a school to which students from their school have been assigned to the extent that a vacancy within the teacher's certification has been created as a result of or in connection with the transfer of students. If more than one teacher is eligible for appointment to the same vacancy, selection for the vacancy shall be based on seniority.
2. *Assignment to the reassigned teacher pool or Cadre.* Tenured teachers laid off due to school closings and school consolidations who are not appointed to a vacancy at the school receiving their students and tenured teachers laid off due to turnarounds, reconstitutions and phase-outs shall be assigned to the reassigned teacher pool for a period of five school months, during which time they shall be assigned as a substitute teacher with full pay and benefits. At the end of five school months, if a tenured teacher has not been appointed to a teaching position, he or she shall be assigned to the Cadre for a period of five school months with the Cadre pay and benefits. At the end of five months in the Cadre, if the tenured teacher has not been appointed to a permanent position, the tenured teacher shall be laid off and separated from employment with the Board.
3. *Alternative severance benefit.* A tenured teacher who has been laid off due to school actions shall be offered the opportunity to resign and receive three months of pay.

C. Tenured Teachers Laid Off Based on Economic Actions (Exclusive of School Actions and Other Actions).

~~Tenured teachers who are laid off for economic reasons shall be offered placement as a day to day substitute teacher.~~

D. Recall to School/Unit of Certain Tenured Teachers Laid Off for Reasons Other Than Economic Actions and School Actions.

- ~~1. *Assignment to the Cadre.* Tenured teachers laid off for all other reasons shall be assigned to the Cadre for ten school months. At the end of ten school months, if a tenured teacher has not been appointed to a teaching position, the tenured teacher shall be laid off and separated from employment with the Board.~~
2. A tenured teacher who has been laid off from a school or unit shall be entitled to recall to the same school or unit from which he or she had been laid off for a period of ten 10 school months from the date of layoff, provided that a vacancy within his or her certification is created at the school or unit and that the teacher has been rated proficient or better. Tenured teachers shall be recalled in inverse order of layoff.

Section 6 – Probationary Teachers' Benefits Upon Layoff

Probationary teachers who are laid off and who have been rated in the top two rating categories shall be offered placement in the day-to-day substitute pool.

Section 7 – Eligibility to Apply to Other Positions

The terms of this policy do not preclude any teacher from applying for vacant positions or employment as a Cadre or day-to-day substitute at any time.

Section 8 – Reappointment with Tenure

Within two years after layoff from Board employment, if the tenured teacher is appointed by a principal to a permanent position, tenure and prior seniority will be restored to the tenured teacher as of the date of appointment.

17-0628-PO3

AMEND BOARD REPORT 15-0826-PO1
PAID TIME OFF POLICY

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board amend Board Report 15-0826-PO1 Paid Time Off Policy to align language with amendments to state law and existing CPS practices.

PURPOSE: This policy provides for the accrual, accumulation and use of paid vacation days, sick days, personal business days and Short-Term Disability benefits by eligible employees in alignment with existing programs and practices, Board Rules and state law.

POLICY TEXT:

This policy applies to CPS employees in a job category listed by the Chief Executive Officer ("CEO") or designee as benefits eligible, including those employees who are subject to a CBA to the extent this policy does not conflict with the terms of the applicable CBA. This policy does not apply to employees in a job category listed by the CEO or designee as not benefits eligible which includes, but is not limited to, part-time, substitute or retiree job categories.

i. Sick Days. Employees are granted sick days for use during the employee's personal illness or serious illness in the immediate family or household. For purposes of this policy, (i) "illness" means illness, injury, or medical appointment (including appointments for medical procedures, dental and mental health services and other physical and mental health therapy appointments), and (ii) "immediate family or household" means the employee's parent, stepparent, grandparent, child, stepchild, foster child, grandchild, brother, sister, spouse, domestic partner or party to a civil union as defined in Board Rule 4-17, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nephew, niece, uncle, aunt, and cousin.

Sick days may also be used in accordance with terms of the Board's Bereavement Leave (Board Rule 4-14).

A. Sick Day Bank - Sick days are earned by an employee at a rate of one day per full month worked and are maintained in the employee's Sick Day Bank. Teachers who are at the maximum step of the salary schedule and have at least thirteen (13) years of full-time teaching experience receive one (1) additional sick day per year. Teachers who are at Step 13 on the salary schedule and have at least eighteen (18) years of full-time teaching experience receive two (2) additional sick days per year. For new employees hired after the start of the fiscal year, a prorated number of sick days will be maintained in their Sick Day Bank, following a 60 calendar day waiting period that begins on the date of hire.

Effective July 1, 2012, sick days that an employee does not use on or before June 30th of the fiscal year in which the sick days were earned shall be removed from the Sick Day Bank and forfeited. Any days in the Sick Day Bank that an employee does not use on or before the date their employment ends shall be forfeited. If an employee requests to use sick days before they are earned, that request may only be granted if that employee agrees in writing that, in the event the employee resigns or is otherwise separated from employment after having been paid unearned sick days, the CEO or designee may deduct the amount of paid unearned sick days from any final compensation due to the employee, including any final payout of vacation days on separation.

Nothing in this section prohibits the Chief Talent Officer from authorizing additional paid time-off when appropriate in extraordinary cases where an employee's continued illness extends beyond the amount of their available paid time off.

B. Grandfathered Sick Day Bank. For employees hired before July 1, 2012 with an existing bank of accumulated unused sick days as of June 30, 2012, such sick days were retained in a Grandfathered Sick Day Bank for use by the employee. Upon resignation or retirement, unused days remaining in the employee's Grandfathered Sick Day Bank are subject to the payout provisions set out in Section I.H. of this Policy. Employees with a Grandfathered Sick Day Bank who are laid off or who resign and return to service within one year of separation shall have a restoration of their unpaid accumulated sick days in their Grandfathered Sick Day Bank at time of separation.

C. Transfer of Sick Days Earned at Other Agencies. Effective July 1, 2012 for new employees, the CEO or designee shall not accept the transfer of accumulated sick days earned as a full-time employee of the City of Chicago, Chicago Housing Authority, Chicago Park District, County of Cook, Cook County Forest Preserve District, Metropolitan Water Reclamation District of Greater Chicago, School Finance Authority, City Colleges of Chicago or the State of Illinois ("other agency"). For employees with an authorized transfer of other agency sick days occurring prior to July 1, 2012, such days are maintained in an Other Agency Sick Bank for use by the employee. Upon resignation or retirement, unused days remaining in the employee's Other Agency Day Bank are forfeited and are not subject to payout.

D. *Sick Pay.* Employees who use their sick days (whether Sick Days, Grandfathered Sick Days or Other Agency Sick Days) shall be paid their regular daily rate of pay for the sick day at the time the sick day is taken. Teachers on extended programs, including 8-hour day positions and regularly scheduled classes authorized on an overtime basis (but not including classes established after regular school hours to supplement the regular program, such as after-school classes in reading and arithmetic, driver training programs, evening school programs and social center programs), will be entitled to extended-day pay when absent if entitled to sick pay for the normal school day under the provisions of this policy.

E. *Physician's Certificate.* Any employee who is absent for more than three (3) consecutive work days shall provide a certificate of treatment from a physician, or if the treatment is by prayer or spiritual means, from the advisor or practitioner of such employee's faith as condition of his/her return to work. If a supervisor has a reasonable suspicion that an employee is abusing sick days, s/he may demand that the employee provide a certificate that the employee has received treatment from a physician, advisor or practitioner regardless of the number of days of absence.

F. *Returnees from Military Leave.* Employees who return from military leaves within sixty (60) days after they are honorably discharged shall receive credit for the purpose of sick day allotment for the period of their military leave, as if they had been continuously in the service of the Board.

G. *Failure of Notice of Return to Service.* When a teacher, or other employee category where a substitute is assigned, reports for duty after a temporary absence without giving notice to the school by 2:00 p.m. the day prior to his/her return to duty and a substitute has been sent to the school, the amount paid to the substitute for one-half (½) day service shall be deducted from the salary of the teacher.

H. *Payout of Grandfathered Sick Day Bank Upon Qualifying Event.* The CEO or designee shall pay an eligible employee all or part of his/her Grandfathered Sick Day Bank as set out below.

1. *Qualifying Event and Payout Percentage.* An employee is eligible to receive a full or partial payout of their Grandfathered Sick Day Bank based on a qualifying event as follows:

Qualifying Event	Percentage to be Paid Out
Resignation or retirement with 33.95 or more years of Board service	100%
Resignation or retirement with at least 20 but less than 33.95 years of Board service	90%
Resignation or retirement at age 65 with less than 20 years of Board service	85%
Employee's Death	100%

2. *Payout of Grandfathered Sick Day Bank to 403(b) Tax Deferred Compensation Plan for Certain Eligible Employees.* Effective July 1, 2004, in lieu of the amount payable to an eligible employee

who (i) separates from service with the Board and who, upon such separation, is eligible to receive a service retirement pension pursuant to Section 17-116 of the Illinois Pension Code or an annuity pursuant to Sections 8-130, 131, or 132 of the Illinois Pension Code, and (ii) who has the equivalent of two thousand (\$2,000.00) dollars or more in his/her Grandfathered Sick Day Bank at the time of separation, the Board shall contribute on behalf of an eligible employee to the Chicago Public Schools 403(b) Tax Deferred Compensation Plan (the "Plan") an amount equal to the lesser of (i) the applicable unused Grandfathered Sick Day Bank pay equivalent amount payable under Section I.H. of this Policy, or (ii) \$80,000 (the "Contribution"). If the eligible employee has not contributed to the Plan at the time of his or her separation, the Board shall select a Plan Service Provider pursuant to its established guidelines. Because of the limitations imposed by Section 415 of the Internal Revenue Code of 1986, as amended ("IRC"), the Contribution in the year of separation shall be the lesser of (i) the IRC limit less any amount of elective deferrals that the eligible employee may have made to the Plan in the year of separation, or (ii) the total unused days in the employee's Grandfathered Sick Day Bank. If the full Contribution cannot be made to the Plan in the year of separation, then additional installments of the Contribution (up to the IRC limit for each year) shall be made no later than March 31 of each succeeding calendar year following the calendar year in which separation occurs, up to five years, if necessary. The amount of each installment shall not exceed the amount allowable under IRC Sections 403(b) and 415. Any amount in excess of the Contribution or below the minimum Contribution amount that would be payable under Section I.H. of this Policy shall be paid directly to the eligible employee at the time of separation.

ii. **Short Term Disability Benefits.** Effective January 1, 2013, in the event an employee is unable to work due to the employee's non-occupational injury, sickness or pregnancy the employee may apply for a Short-Term Disability ("STD") benefit. Under the STD plan, an employee may continue to receive a full or partial salary for up to 90 calendar days in a rolling 12-month period. An employee's eligibility for STD benefits is subject to the applicable conditions and prerequisites specified in the STD plan issued by the CEO or designee including those related to the use of sick days, filings under the Family and Medical Leave Act, physician documentation and coverage exclusions. For new employees, STD eligibility begins on the first calendar day of the month following a 60 calendar day waiting period that begins on the date of hire.

III. Personal Business Days. Beginning July 1, 2012, employees are granted an allotment of three (3) personal business days ("Personal Day(s)") annually during the first payroll period of the fiscal year in July. New employees shall be granted three (3) Personal Days prorated according to their date of hire as follows: those beginning employment between July 1 and September 30, three (3) days; those beginning employment between October 1 and March 31, two (2) days; those beginning employment between April 1 and May 31, one (1) day; and, those beginning employment between June 1 and June 30, zero (0) days. New employees will receive their allotment of Personal Days following a 60 calendar day waiting period that begins on the date of hire. The Personal Days that are not used by the employee within the same fiscal year in which they are granted shall be forfeited.

IV. Vacations Days.

A. Accrual of Vacation Days.

1. *Teachers and Employees Employed For Less Than 52-weeks.* Teachers and employees employed for less than 52-weeks, including appointed and temporarily assigned teachers, shall receive up to ten (10) days of paid vacation per year, five during the Winter Recess and five during the Spring Recess as designated in the Academic Calendar. A new teacher or employee in a position with an employment period of less than 52-weeks per year, less than 12 calendar months per year or less than 13 school months per year, shall be eligible for three (3) paid vacation days for Winter Recess based on formulas in applicable collective bargaining agreements. Vacation days under this section shall be used and shall not accumulate.
2. *Educational Support Personnel and Officers.* Effective July 1, 2014, educational support personnel and certificated administrators shall accrue vacation days each pay period at the accrual rate set forth below unless the employee has reached his/her maximum accrual amount. Effective September 6, 2015, the General Counsel, the Board Secretary, Executive Officers and

Officers shall accrue vacation days each pay period at the accrual rate set forth below unless the employee has reached his/her maximum accrual amount.

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
For service up to and including ten (10) years	.058 days per day paid, not to exceed three (3) weeks or fifteen (15) days per year	20 days
For service eleven to twenty (20) years inclusive	.077 days per day paid, not to exceed four (4) weeks or twenty (20) days per year	25 days
For service for twenty-one (21) or more years	.097 days per day paid, not to exceed five (5) weeks or twenty-five (25) days per year	30 days

Once the applicable maximum accrual of vacation days has been reached, no additional vacation days will be accrued by the employee until the balance of unused vacation days falls below the applicable maximum accrual.

B. Vacation Day Use and Pay. Vacation shall be taken at a time approved by the employee's department head or designee. Employees shall be paid their regular daily rate of pay for their Vacation Days at the time the vacation is taken.

C. Years of Service and Adjustments to Service Credit. The calculation of an employee's years of service with the Chicago Public Schools is based on full-time service only and shall be subject to the accounting procedures and requirements established by the CEO or designee. The following adjustments shall apply when determining an employee's years of service for vacation accrual purposes.

1. *Military Service.* Employees who have returned from military service and who resume work with the Chicago Public Schools within sixty (60) days after a discharge other than dishonorable shall be considered as having been continuously in the service of the Chicago Public Schools during the period of such leave. An employee shall earn no vacation days during the period of the employee's military leave of absence.
2. *Outside Public Agency Service.* Effective July 1, 2012, service credit adjustments shall not be made for new employees who were previously employed by the City of Chicago, Chicago Housing Authority, Chicago Park District, County of Cook, Forest Preserve District, Metropolitan Pier and Expositions Authority, Metropolitan Water Reclamation District of Greater Chicago, School Finance Authority, Chicago Transit Authority, City Colleges of Chicago or the State of Illinois. Any service credit adjustment for prior employment with the above-noted agencies authorized for an employee prior to July 1, 2012 in accordance with the rules and policies then in effect shall be maintained until the employee separates from employment. Employees with previously-approved service credit adjustments who are laid off or who resign and return to service within one year of separation shall have a restoration of their prior service credit adjustment.
3. *Prior Board Service.* Employees who are laid off or who resign and return to Board employment within one year of separation shall have a restoration of their prior Board years of service for vacation accrual purposes.

D. *Final Payout of Accumulated Reserve Vacation Benefit Days.* An employee with unused and accumulated reserve vacation benefit days and/or RS2 vacation benefit days that were awarded to the employee under prior policies and rules (collectively referred to as "Reserve Days") shall be paid for such accumulated Reserve Days at the employee's prevailing salary with such final payout occurring as part of the last full pay period of FY2014. Upon payment, Reserve Days will no longer be awarded or held in a benefit day bank for employee use.

E. *Payout Unused Vacation Benefit Days.* If an employee separates from Board service s/he shall be entitled to receive payment after separation for all unused vacation days at the employee's prevailing salary. An appointed teacher or temporary assigned teacher who is displaced shall be paid out any earned and unused vacation pay in accordance with formulas and eligibility criteria set forth in applicable collective bargaining agreements. In the event of an employee's death, the surviving spouse or estate shall be entitled to receive payment for all of the employee's unused vacation days at the employee's prevailing salary. An employee transferring either from a school month to a calendar position or from a calendar to a school month position shall receive payment for accumulated vacation days at the rate of pay immediately prior to the transfer.

17-0628-PO4

AMEND BOARD REPORT 11-0126-PO1
ADOPT A BREAKFAST IN THE CLASSROOM POLICY
AND RENAME BREAKFAST AFTER THE BELL POLICY

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board ~~adopt~~ amend a the Breakfast in the Classroom Policy ("Policy") to reflect amendments to the Childhood Hunger Relief Act. These amendments to Illinois State legislation can be found at 105 ILCS126/16. Furthermore, this policy shall be renamed the "Breakfast After the Bell Policy".

PURPOSE: This policy establishes the requirements for ~~the full implementation of providing breakfast after the bell in all Chicago Public elementary, middle, and high schools. This policy establishes alternative breakfast models by which breakfast after the bell will be implemented. Models include but are not limited to: Breakfast in the Classroom ("BIC"), Grab n' Go, Second Chance Breakfast, Breakfast Vending or a hybrid of those models to be determined by the Office of Nutrition Support Services, program in all Chicago Public Elementary Schools.~~ This policy seeks to create a school environment that supports breakfast participation by all students, encourages students to embrace a morning routine that includes breakfast and creates a healthy start to each school day.

~~The Breakfast in the Classroom Program supports the Board's commitment to serve the needs of the whole child (physical, emotional and academic) while at school. The primary goal of the BIC program is to promote student health and academic achievement by providing a nutritious breakfast as a routine start of every school day. By the end of the June 2011, CPS will be serving breakfast to approximately 295,000 Elementary Students in 474 schools.~~

POLICY TEXT:

I. Background

~~In 2010 The Breakfast in the Classroom Program supports the Board's of Education recognized its commitment to serve the needs of the whole child (physical, emotional and academic) while at school. The primary goal of the BIC program is was to promote student health and academic achievement by providing a nutritious breakfast as a routine start of every school day. After implementation CPS elementary school breakfast participation increased by 5.3 million meals per year bringing average daily participation to 54% and increasing district revenue by \$7.8 million. After the initial successful implementation in elementary schools some high schools piloted alternative breakfast models. By the end of the June 2011, CPS will be serving breakfast to approximately 295,000 Elementary Students in 474 schools.~~

~~CPS participates in the Federal School Breakfast Program in which the US Department of Agriculture ("USDA") encourages all schools to implement a Breakfast in the Classroom model to ensure all students take part in breakfast. This model is preferred because more students eat breakfast and enjoy the health and educational benefits when it is provided as a routine start to every school day.~~

Research shows that an effective school breakfast program not only reduces hunger but also has a range of positive educational outcomes, including the following:

- Eating breakfast improves math grades, vocabulary skills and memory. Children who eat breakfast at school – closer to class and test-taking time – perform better on standardized tests than those who skip breakfast or eat breakfast hours earlier at home.
- Students who participate in school breakfast have lower rates of absence and tardiness and exhibit decreased behavioral and psychological problems. Children who eat school breakfast have fewer discipline problems and visit school nurses' offices less often.
- Children who participate in school breakfast eat more fruits, drink more milk, and consume a wider variety of foods than those who do not eat school breakfast or who have breakfast at home. Children and adolescents who eat breakfast are significantly less likely to be overweight, while skipping breakfast is associated with a higher risk of obesity.

Beginning with the 2007-2008 school year, all Chicago Public Elementary Schools with a free and reduced meal-eligibility population of over 40% or more were required by ISBE mandate to implement one of the following two breakfast programs for their students: (1) breakfast served before school in the lunchroom available to all students who elect to eat breakfast, known as Traditional Breakfast, or (2) Breakfast in the Classroom where a pre-bagged hot or cold breakfast is provided to all students when entering the school and eaten in the classroom with the teacher at the commencement of each school day. Both programs are offered to students at no charge and is referred to as Universal Breakfast.

Schools that voluntarily adopted the Breakfast in the Classroom model achieved an average 69% student breakfast participation rate compared to an average 23% student participation for schools that adopted the model where breakfast is served in the school dining center. In addition to the dramatically increased participation rate, making breakfast a routine part of the instructional day through the BIC model relieves students of the challenges posed by bus drop-off schedules, relieves the pressure of getting to class on time, respects the desire of students to be physically active before school starts and eliminates the potential stigma of serving breakfast only to free eligible students before school.

As of January 1, 2011, 192 CPS elementary schools are voluntarily participating in Breakfast in the Classroom. Based on the success of Breakfast in the Classroom at these 192 schools, the Board wishes to implement the BIC model in all CPS Elementary Schools.

II. Implementation.

Beginning in the 2017-2018 school year all CPS Elementary schools shall comply with the standards, requirements, program goals and accountability measures outlined within this policy. All schools shall deliver daily breakfast to all students after the bell through one of the breakfast models outlined below; that do not currently offer Traditional Breakfast or the Breakfast in the Classroom program will establish and operate a Breakfast in the Classroom program by June 30, 2011, in accordance with the schedule and timelines issued by the Department of Nutrition Support Services (NSS). NSS will employ a phased rollout strategy designed to ensure schools receive the necessary supports to successfully implement the BIC program. All schools shall comply with the standards, requirements, program goals and accountability measures outlined in the BIC Guidelines issued by NSS when providing Breakfast in the Classroom.

- A. **Elementary and Middle Schools:** Breakfast in the Classroom is a service delivery model where students eat breakfast in classrooms after the official start of the school day. This remains the preferred model for elementary and middle schools. In special circumstances where breakfast in the classroom is not possible, elementary and middle schools shall provide breakfast in non-classroom service areas (i.e. the cafeteria, auditorium or other suitable common room). If another service area is used, it must be used consistently every school day to ensure clear structure for students that enhances good nutrition habits. The Principal or designee must submit proposed non-classroom service areas to the Office of Nutrition Support Services for approval. Models for providing breakfast to elementary and middle school students include the following:
 - i. **Breakfast in the Classroom:** Students or staff may deliver breakfasts to classrooms from the cafeteria via coolers or insulated rolling bags, or school nutrition staff can serve breakfast from mobile carts in the hallways. Breakfast in the Classroom typically takes 10-15 minutes and can happen during morning tasks such as attendance or can be integrated with other instructional activities.
 - ii. **Grab n' Go Breakfast:** Grab n' Go is a service delivery model where conveniently packaged breakfasts are picked up by students from mobile service carts in high traffic areas such as hallways, entryways or cafeterias and carried to classrooms or other approved spaces
- B. **High Schools:** Only high schools may provide breakfast before the bell as long as they also provide breakfast after the bell. Breakfast before the bell may be offered in the cafeteria. The Office of Nutrition Support Services must approve all service models. Breakfast after the bell must be provided in an operational model that offers as many opportunities to students as possible as outlined below:
 - i. **Grab n' Go Breakfast:** as described above in A. ii.
 - ii. **Second Chance Breakfast:** Second Chance Breakfast refers to a meal service model where students eat breakfast during a break in the morning, often after first period or midway between breakfast and lunch. Schools can serve breakfast in the same manner as they would with traditional Grab n' Go breakfast. This model can be particularly effective for older students who may not be hungry first thing in the morning or may have conflicting zero period classes. Second Chance Breakfast may be referred to by a variety of names, such as Breakfast after First Period, School Brunch or Mid-Morning Nutrition Break.
 - iii. **Breakfast Vending:** Breakfast Vending allows students to access breakfast foods through vending machines. This model can be implemented in high schools and vending machines will only be available during a scheduled time agreed upon to ensure after the bell opportunities for all students.
 - iv. **Hybrid Model:** Schools may offer a hybrid of the aforementioned alternative breakfast models.

III. Authorization to Formulate Guidelines.

The Nutrition Support Services Logistics Officer Executive Director or designee is authorized to issue Guidelines for the effective implementation of the Universal Breakfast in the Classroom program Breakfast After the Bell Policy, ~~the requirements of this Policy~~ and further to ensure compliance with USDA and State regulations in the provision of school breakfast meals.

IV. Compliance.

Failure to abide by this Policy or the BIG Breakfast After the Bell Guidelines may subject employees to discipline up to and including dismissal in accordance with the Board's Employee Discipline and Due Process Policy.

LEGAL REFERENCES: 105 ILCS 126/15, 7CFR 220.

17-0628-PO5

AMEND BOARD REPORT 12-1024-PO1
RESCIND BOARD REPORTS 05-0627-PO1 AND 06-0823-PO4
ADOPT A NEW LOCAL SCHOOL WELLNESS POLICY FOR STUDENTS

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board amend rescind Board Reports 05-0527-PO1 and 06-0826-PO4 12-1024-PO1 and adopt a new Local School Wellness Policy For Students.

PURPOSE: The purpose of this policy is to ensure the Board's expectations for a healthy school environment are articulated and satisfied by establishing requirements for nutrition education, physical activity and the provision of healthy food choices at schools, ~~and to ensure the Board's expectations for student health and wellness are articulated and satisfied.~~

BELIEF STATEMENT: The Board recognizes the relationship that exists between academic achievement and student health and wellness. Accordingly, this policy reflects the Board's commitment to removing health-related barriers to learning via health policy, promotion, education and services. ~~The Board values (a) school-based activities designed to provide students with a school environment that supports and promotes wellness, healthy eating and an active lifestyle, (b) the inclusion of nutrition education (c) nutrition requirements for all foods and beverages available on school property, (d) the integration of opportunities for physical activity, like recess, during the student day, (e) high quality physical education programming, (f) school-based activities designed to promote health and reduce obesity, and (g) parents, guardians and family involvement in driving the success of school-based health, wellness and nutrition measures. In adopting a new policy with more rigorous standards, the Board sets a precedent for future health and wellness related policies and programs provided by the district.~~

POLICY TEXT:

A. Definitions:

Nutrition Education: Nutrition education is a planned, sequential, K-12 curriculum or supplemental education program that addresses the physical, mental, emotional, and social dimensions of health related to nutrition. The curriculum is designed to motivate and assist students to maintain and improve their health, prevent disease, and reduce health-related risk behaviors. It allows students to develop and demonstrate increasingly sophisticated nutrition-related knowledge, attitudes, skills and practices.

Physical Activity: ~~Regular~~ Physical activity is any bodily movement that results in energy expenditure. ~~in childhood and adolescence improves strength and endurance, helps build healthy bones and muscle, helps control weight, reduces anxiety and stress, increases self-esteem, and may improve blood pressure and cholesterol levels. Physical activity is movement that reduces the risk of premature mortality in general and of coronary heart disease, hypertension, colon cancer, and diabetes mellitus in particular. Two levels of physical activity are commonly recommended, including "Moderate" and "Vigorous."~~

Moderate: Movement activities in which participants breathe heavily and are able to talk in complete sentences, but not sing.

Vigorous: Movement activities in which participants perspire, breathe hard and are not be able to say more than a few words without pausing for a breath.

Physical Education ("PE"): ~~Physical education is a subject that provides a planned, sequential, curriculum (K-12) standards-based program of curricula and instruction designed to develop motor skills, knowledge and behaviors for healthy, active living, physical fitness, sportsmanship, self-efficacy and emotional intelligence, that provides cognitive content and learning experiences in a variety of activity areas, such as basic movement skills; physical fitness; rhythm and dance; games; team, dual, and individual sports; tumbling and gymnastics; health education; and aquatics.~~

The Chief Health Officer and Executive Director of Nutrition Support Services, or their designees, shall collaborate to ensure all schools comply with the following criteria:

B. Nutrition Education: In order to establish a standardized approach to nutrition education, schools shall provide nutrition education programming linking the classroom, dining center, and school garden (where applicable) under the following framework; ~~in accordance with the CPS Student Wellness Guidelines.~~

1. *Grade Level Requirements:*

- a. *Elementary Schools and campuses serving grades K-8* are required to integrate evidence-based nutrition education into the curriculum *in all grade levels in the school*. Elementary schools that do not serve all grades K-8 (e.g. K-3, K-4, K-5, etc.) are subject to the requirements of this section.
- b. *Middle Schools serving grades 6-8 or 7-8, Academic Centers located in high schools serving grades 7-8 and High Schools serving grades 6, 7 or 8* are required to integrate evidence-based nutrition education into the curriculum at *in at least two grade levels*.
- c. *High Schools serving grades 9-12* are required to integrate evidence-based nutrition education into the curriculum of *at least two high school courses required for graduation*.

2. *Nutrition Education Implementation.*

a. ~~Each school~~ The Principal shall; ~~ensure that the following requirements are satisfied in accordance with the CPS Student Wellness Guidelines when implementing nutrition education at their school:~~

- i. Select curriculum that aligns with the National Health Education Standards and the CPS Health Education Scope and Sequence.
- ii. Provide nutrition instruction that is consistent with or exceeds the U.S. Department of Agriculture (USDA)'s "Dietary Guidelines for Americans" and the most current "My Plate" plan.
- iii. Implement evidence-based nutrition instruction, supplemented by resources provided by the USDA's Team Nutrition or other vetted sources.
- iv. Maximize classroom time by integrating nutrition education into lesson plans of other school subjects including math, science, language arts, physical education, health, and social sciences.
- v. Provide students with consistent nutrition education messages through multiple channels in addition to classroom instruction including nutrition information provided in the cafeteria, health fairs, field trips, after school programming, and assemblies.
- vi. Comply with the any additional nutrition education requirements specified in the CPS Student Wellness Guidelines.

b. The Chief Education Officer or designee, in collaboration with the Offices of Student Health and Wellness and Nutrition Support Services shall monitor and measure the extent to which schools utilize an evidence-based nutrition education curriculum under the framework described herein. A baseline standard shall be developed to enable measurement of growth in the number of schools using an evidence-based nutrition education curriculum over time.

~~3. Parent/Family Outreach. Schools shall provide parents/guardians with information to help them incorporate healthy eating and physical activity into their child's lives in and outside of school. This information may be provided in the form of handouts, postings on the school website, information provided in school newsletters, presentations that focus on nutrition and healthy lifestyles and any other appropriate means available for reaching parents.~~

C. School Food Service:

1. ***Compliance with Laws and Regulations.*** The food and beverages served on school campuses during the school day by CPS personnel as part of the National School Lunch Program (NSLP), National School Breakfast Program (NSBP), Seamless Summer Option (SSO) and Child and Adult Care Food Programs (CACFP) shall meet or exceed all applicable federal state and local laws and regulations as well as applicable Board policies and guidelines including, but not limited to:

- a. Applicable USDA regulations regarding all aspects of NSLP and NSBP, and all other federally-funded CPS food service programs;
- b. Applicable Illinois law that regulates the service or sale of foods and beverages on school grounds;
- c. Applicable law and regulations governing food safety and security for all foods made available on campus;
- d. CPS Food Service guidelines applicable to reimbursable school meals which shall not be less restrictive than federal regulations and guidance issued by the U.S. Secretary of Agriculture pursuant to the Child Nutrition Reauthorization Act and the Healthy, Hunger-Free Kids Act;
- e. Federal and state regulations to provide accommodations for dietary, cultural and religious preferences and needs of students; and
- f. Board policies governing food allergy management; diabetes management; administration of medication; sale of competitive foods/beverages and all other Board policies governing student health and nutrition.

2. **Meal Planning.** Schools shall offer students a variety of age-appropriate, healthy and appealing food and beverage choices in the dining center. Schools shall employ food preparation and meal planning practices consistent with federal guidelines, best practices and the CPS Nutrition Standards for school meals including:
 - a. All students shall have access to plain drinking water as part of the school meal program.
 - b. Menu items shall not include any reformulated products not available for purchase in the public marketplace.
 - c. No dessert-like items shall be served as part of any school meal.
 - d. Local food items shall be available at a minimum per the following schedule: frozen-local once per week, fresh-local twice per month, and local no antibiotic ever chicken twice per month; or more often as items become available and are fiscally feasible.
 - e. Chicken served on the menu shall adhere to the USDA No Antibiotics Ever (NAE) standard. As other proteins that adhere to NAE standard become available and are fiscally feasible the district shall consider procurement.
3. **Breakfast.** All elementary schools shall comply with the district's Breakfast After the Bell in the Classroom policy in order to provide students with a nutritious meal to begin the school day, increasing student focus and attention in the classroom.
4. **Meal Times:** Principals shall ensure students receive at least 10 minutes to eat breakfast and at least 20 minutes to eat lunch, counting from the time they have received their meal and are seated. Lunch periods are scheduled between 10am and 2pm. Students are scheduled in accordance with annual scheduling guidance issued by the Department of Teaching and Learning.
5. **Foods Provided to Students by Parents/Guardians.** Schools shall encourage parents/guardians to support the goals and objectives of this policy through providing students with healthy foods that will be consumed during the school day. Parents/guardians who elect to provide their child with meals outside of the NSLP and NSBP and are encouraged to send healthy foods in age-appropriate portions for their child and refrain from providing foods or snacks with minimal nutritional value.
6. **Community Eligibility Provision (CEP):** Under the CEP, the district serves breakfast and lunch at no cost to all students without the burden of collecting household applications. As long as the district is qualified, CPS will continue to offer this to families.
7. **Good Food Purchasing Policy (GFPP):** The Board of Education embraces the GFPP as a strategy to help improve our region's food system through the adoption and implementation of the Good Food Purchasing Standards, which emphasize the following values: ~~Locally-Grown~~. CPS is committed to using locally-grown fruits and vegetables when available, in season and economically feasible.
 - a. Local Economies: support small and mid-sized agricultural and food processing operations within the local area or region.
 - b. Environmental Sustainability: support producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
 - c. Valued Workforce: provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
 - d. Animal Welfare: provide health and humane care for farm animals.
 - e. Nutritional: promote health and well-being by offering generous portions of vegetable, fruit and whole grains; reducing salt, added sugars, fats and oils; and by eliminating ingredients of concern as defined by Nutrition Support Services.
8. **School Gardens:** All schools with edible gardens shall adhere to the guidelines, policies and procedures outlined within the Eat What You Grow manual.
9. **Feedback.** CPS is committed to meeting the nutritional needs of students across the district. To that end, Nutrition Support Services and district food service providers in accordance with USDA requirements will solicit student and parent feedback that aims to improve the quality of and student satisfaction with school meals and increase overall participation.
10. **Nutrition Education and Wellness in the-School Dining Centers.** Nutrition Support Services, district food service providers and School Dining Center staff shall be engaged in wellness activities that support taking nutrition lessons beyond the classrooms and into the school dining centers to encourage and promote healthy eating habits. Schools must:
 - a. Ensure that, through Nutrition Support Services, food service staff receive ongoing professional development opportunities that include training regarding nutrition, meal planning, and wellness in accordance with current contracts.
 - b. Encourage creativity in menu ~~promotion~~-planning and implementation of strategies that provide tasty, appealing and healthy school meals.
 - c. Serve school meals in clean, safe and pleasant settings with adequate time provided for students to eat, at a minimum, in accordance with state and federal standards and guidelines.
 - d. Reinforce healthy food messages in the dining center through printed materials like posters and nutrition pamphlets and/or presentations like taste-tests or cooking demonstrations.

D. Marketing: Schools shall restrict food and beverage marketing during the academic school day to only those foods and beverages that meet the nutrition standards set forth in the district's Healthy Snack and Beverage Policy.

E. Physical Education: Schools shall offer physical education programming that: in accordance with the CPS Physical Education Policy and Illinois state standards. In the event the state or federal government issues modified, more stringent or additional standards the Chief Health Officer is authorized to update the criteria and related requirements. In the event the state or federal government issue less stringent standards it shall be at the discretion of the Chief Health Officer to update guidelines. The district shall provide regular and on-going professional development geared towards physical education.

1. ~~Is consistent with state learning standards and CPS Student Wellness Guidelines;~~
2. ~~Is coordinated within a comprehensive health education curriculum;~~
3. ~~Emphasizes self-management skills;~~
4. ~~Is designed to foster engagement in physical activity that enables students to achieve and maintain a high level of personal fitness over their lifetime; and~~
5. ~~Is consistent with Health-Optimizing Physical Education learning objectives and strategies established by the Chief Instruction Officer including, but not limited to:~~
 - ~~Engages all students in moderate to vigorous activity during two thirds of all physical education class time;~~
 - ~~Utilizes an evidence-based physical education curriculum aligned with the state standards for physical education;~~
 - ~~Integrates skill-based assessments into all elementary physical education curricula; and~~
 - ~~Accommodates students with disabilities with a 504 plan or IEP.~~

F. Physical Activity: Schools shall discourage extended periods (two hours or more) of time when a student is not physically active. When activities, such as school testing, make it necessary for students to remain indoors for long periods of time, schools should provide periodic breaks during which students are encouraged to be moderately to vigorously active.

1. Integrated Physical Activity: schools shall provide all students with additional daily opportunities for moderate to vigorous physical activity before, during and after school in addition to recess and physical education. Weekly Physical Activity – In School: To improve academic outcomes and increase overall student fitness it is recommended that schools provide all students with a total of 90 minutes of moderate to vigorous physical activity per week, through a combination of:

- ~~Structured PE class taught by a certified PE teacher~~
- ~~Daily recess (elementary only)~~
- ~~Classroom physical activity~~
- ~~School activity assemblies~~
- ~~Other activities as specified in the CPS Student Wellness Guidelines~~

2. Curriculum Integration Goals: All core subjects including math, science, language arts, health, family and consumer science, and social sciences should maximize student attention and focus by integrating movement daily, moderate to vigorous physical activity. All schools are encouraged to include increments of 10 minutes of physical activity at least one time per week into each core subject lesson plans.

3. Inactivity Reduction Goals: ~~Schools shall discourage extended periods (two hours or more) of time when a student is not physically active. When activities, such as school testing, make it necessary for students to remain indoors for long periods of time, schools should provide periodic breaks during which students are encouraged to be moderately to vigorously active.~~

3. Weekly Physical Activity Goals – Out of School: Schools shall encourage students to engage in continuous physical activities (moderate to vigorous) outside of school hours for a minimum of 15 to 30 minutes on 5 or more days per week through participation in community programs, after school programs and/or before school programs.

4. School Community Shared-Use: local schools are encouraged to open indoor and outdoor facilities for use during non-school hours for use by students, their families and the larger community. This includes but is not limited to gymnasiums, playgrounds, schoolyards, sports fields, courts, tracks, pools or other facilities.

G. Active Transportation: Schools shall encourage students to walk or bike to school when feasible. Schools should engage parents in organizing adult supervised groups to facilitate safe walking and biking. This may include assessing walking and biking access to school and exploring ways to improve access. Schools shall develop an arrival and dismissal plan to ensure, where possible, safer traffic, ingress and egress conditions for students in and around the school campus as part of their Facility Information Management Systems (FIMS) emergency and safety plan due October 1st of each year.

H. Recess: All elementary schools, middle schools, and high schools with elementary grades, shall provide elementary students (K-8) with a daily opportunity for recess. Recess is a non-instructional activity and shall occur during non-instructional time. Recess shall be at least 20 minutes in length per day. Recess, which provides students with a break from instruction and time to engage in play with peers, shall include physical activity and/or activities that promote social skill development. It is recommended that schools schedule recess prior to students' lunch periods. Schools shall implement recess in accordance with guidelines set by the CPS Office of Student Health and Wellness Guidelines.

- I. Food and Physical Activity as Rewards or Discipline Punishment:**
1. Teachers and other school personnel must promote non-food rewards and must not withhold food or offer alternative lunch options (such as a brown bag lunch, serve lunch in the classroom) as ~~punishment discipline~~.
 2. Teachers and other school personnel shall not use physical activity (e.g., running laps, push-ups as a ~~punishment discipline~~) or withhold opportunities for physical activity (e.g., withholding recess or physical education) as punishment.
 3. Teachers and other school personnel are encouraged to use physical activity opportunities as rewards such as extra recess, special classroom privileges etc.
 4. ~~Any food offered as a reward or part of a school celebration must meet the requirements of the Board's food allergy management policy and other Board policies regarding student health and nutrition.~~
- J. Student Access to Nutritious Foods:** In order to increase student access to nutritious foods outside of the school-provided meals, schools are encouraged to:
1. Refer all eligible students to CPS' Children and Family Benefits Unit to enroll them in any appropriate state and federal benefits programs such as SNAP (food stamps) and All Kids.
 2. Promote student participation in the federally-funded summer food service programs and coordinate activities with city agencies to maximize student summer services and student participation in federally-funded summer food service programs.
 3. Promote student participation in after-school and summer programs that serve healthy snacks to children which meet federal and state regulations.
 4. Reduce waste from school meals by participating in the ~~Love Food Hate Waste and FoodShare programs the latter of which redistributes and promotes the consumption of wholesome foods after school and in the school community.~~
 5. Conduct periodic reviews to ensure that items sold on school grounds are in compliance with the Healthy Snack and Beverage Policy in vending machines, school stores, by food vendors on school grounds, as fundraisers or as a la carte items comply with any applicable federal regulations regarding the sale of competitive foods at school and related Board policy.
- K. Staff Wellness:** CPS encourages school staff to pursue a healthy lifestyle that contributes to their improved health status, improved morale, and a greater personal commitment to the school's overall comprehensive health program.
- L. Local School Implementation:**
1. *School Wellness Champion:* The principal will annually designate a school employee to serve as the School Wellness Champion who will (i) lead and coordinate their school's efforts to increase healthy eating and physical activity for students, (ii) serve as the liaison to CPS Office of Student Health and Wellness regarding school level efforts to implement this policy and reporting as needed, and (iii) annually establish, serve on and lead a School Wellness Team that develops goals, strategies and initiatives for student health, wellness and physical activity during the school year.
 2. *School Wellness Team:* The principal shall ensure that a School Wellness Team is formed annually to spearhead health and wellness initiatives at the school that are in compliance with the Office of Student Health and Wellness policies and guidelines this policy and ensure the school's compliance with any applicable federal regulations regarding the sale of competitive foods/beverages at school and/or related Board policy. The principal shall establish a system to annually identify School Wellness Team members which may include parents/guardians, teachers of physical education, classroom teachers, school health professionals, students, school administrators and community health and wellness partners.
 3. *Parent/Family Outreach.* Schools shall provide parents/guardians with information to help them incorporate healthy eating and physical activity into their child's lives in and outside of school. This information may be provided in the form of handouts, postings on the school website, information provided in school newsletters, presentations that focus on nutrition and healthy lifestyles and any other appropriate means available for reaching parents.
 4. *Reporting:* The principal shall provide quarterly updates to the Local School Council regarding the school's health and wellness initiatives and the school's implementation of this policy. In addition schools shall report progress to the Office of Student Health and Wellness when requested including through completion of an annual survey.
- M. Support and Oversight:** ~~The Office of Student Health and Wellness shall oversee school implementation and compliance with this policy and in doing so shall:~~
1. Provide technical assistance, and support and professional development/training to assist schools with implementation of the policy and improve programming functions;
 2. Ensure schools are offered support services through various departments including the Office of Student Health and Wellness, Nutrition Support Services, and the ~~Chief Instruction~~ Teaching and Learning Office to ensure the full implementation of this policy;

3. Establish a process for identifying and distributing resources made available by qualified agencies and community organizations for the purpose of collaborating with schools to enhance implementation of this policy;
4. Establish a process to gather regular reporting and feedback from individual schools, community partners, students and parents on the implementation of the policy;
5. Conduct periodic evaluations and report on district-wide and individual schools' compliance with the Policy; and
6. By ~~December 2020~~ January 2015, conduct a district-wide review and assessment of this policy ~~in conjunction with the Healthy Snack and Beverage Policy and other related Board policies regarding the sale of competitive foods/beverages at school on the policies' effectiveness and,~~ based on this assessment, propose Policy revisions.

N. School Progress Report Measure: CPS shall provide an annual ~~"Healthy Schools Certified"~~ indicator on the CPS School Progress Report that is directly correlated with the school's health and wellness environment and school's compliance with this and any applicable federal regulations ~~regarding the sale of competitive foods/beverages at school and related Board policy.~~

O. Review of Policy Coordination Efforts: The Chief Health Officer and Executive Director shall designate individuals from central office departments and schools, as well as external stakeholders to convene at least annually, and on an as-needed basis, to review CPS wellness and community coordination efforts and opportunities.

P. Guidelines: The Chief Health Officer and Executive Director or designee is authorized to develop and implement guidelines, standards and toolkits to ensure the effective implementation of this policy.

LEGAL REFERENCES: Healthy Hunger Free Kids Act of 2010, 42 USC 1751; Illinois Critical Health Problems and Comprehensive Health Education Act 105 ILCS 110 *et seq.*; 105 ILCS 5/2-3.137.

17-0628-PO6

**AMEND BOARD REPORT 12-1114-PO1
RESCIND BOARD REPORT 04-0623-PO1
ADOPT A NEW HEALTHY SNACK AND BEVERAGE POLICY**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board ~~rescind~~ amend Board Report ~~04-0623-PO1~~ 12-1114-PO1 and ~~adopt new~~ Healthy Snack and Beverage Policy.

PURPOSE: The purpose of this policy is to establish nutrition standards, requirements and recommendations for foods and beverages sold, provided or served to students at school that compete with food provided under the National School Lunch Program (NSLP), National School Breakfast Program (NSBP), Seamless Summer Option (SSO) and the Child and Adult Care Food Program (CACFP). This policy seeks to create a school environment that supports student nutrition and healthy food choices by providing nutrition standards for food and beverages sold 1) as competitive foods in vending machines or in school stores, 2) by food vendors on school grounds, 3) as a la carte items sold in the school dining centers, 4) or as part of a school fundraisers, celebrations or rewards. The nutrition standards set forth in this policy are consistent with the USDA's Smart Snacks Guidelines and the gold standard for competitive foods.

BACKGROUND: The Healthy Snack and Beverage Policy was adopted in November 2012. The USDA required all districts to adopt a comprehensive wellness policy addressing all foods served and sold to students during the academic day. The USDA also requires the policy to be reviewed and updated every three years.

POLICY TEXT:

A. Definitions:

School Day: The school day is defined as midnight to 30 minutes after dismissal.

Food of Minimal Nutritional Value: Food which provides less than five percent of the Reference Daily Intakes (RDI) for each of eight specified nutrients per serving (iron, calcium, protein, vitamin A, vitamin C, niacin, thiamine, or riboflavin).

A La Carte: Individually priced food items available for sale in the school dining center that are not part of the NSLP, NSBP, SSO or CACFP.

Competitive Foods: Foods and/or beverages sold to students on school grounds that compete with the school's operation of the NSLP, NSBP, SSO, or CACFP. Competitive foods include, but are not limited to, items sold in vending machines or school stores, by food vendors on school grounds, or in school dining centers as a la carte items.

Rewards: Incentives offered to students in recognition of good behavior or performance whether offered before, during or after school.

Fundraiser: Any activity, event or sale to raise funds by or for a school or school club or program occurring on school grounds whether before, during or after school hours. ~~including any direct sales activity by students on school grounds.~~

Celebrations: Special events or activities occurring at school, convened in a classroom or elsewhere at school ~~whether before, during or after the instructional day, as part of a festivity or ceremony or as part of a before, during or after school activity.~~

B. Food Nutritional Criteria: All competitive foods available for purchase by students must meet all of the following nutritional criteria:

1. Food shall contain no more than 35% of total calories from fat per serving, (with the exception of nuts, seeds, nut butters, fruits or vegetables);
2. Food shall contain zero trans fat (≤ 0.5 g per serving);
3. Food shall have 10% or less of its total calories from saturated fat;
4. Food shall have 35% or less of its weight from total sugars, excluding sugars occurring naturally in fruits, vegetables, and dairy ingredients;
5. Food shall have less than 230 mg of sodium for a snack or side dish and less than 480 mg for a main dish;
6. Bread, ~~cookies,~~ baked goods, and other whole-grain based products shall have a whole grain (such as whole wheat) listed as the first ingredient or contain grains that are at least 51% whole grains;
7. Cheese must be low, reduced-fat and low sodium;
8. Serving size ~~does shall not~~ exceed 150 calories for elementary and 200 calories for high school students;
9. A la carte serving sizes may not exceed those of the food served in the National School Lunch/School Breakfast Program; for other sales, item package or container is not to exceed 150 calories for elementary and 200 calories for high school students;
10. Dried fruits or fruits packaged in their own juice or light syrup or dried will not exceed 150 calories for elementary schools, 180 calories for middle schools, and 200 calories for high schools; and
11. Dried fruit and nut combination products can be included within these guidelines under the following circumstances: if they meet the following standards:
 - a. The product shall include only unsweetened dried fruit, nuts and or seeds,
 - b. The product shall not contain ~~no~~ added sweeteners, and
 - c. The combination of the product ~~is exempt from the less than~~ may contain more than 35% of total calories from fat if it meets requirements but ~~must meet requirements~~ for saturated fat, trans fat, sodium, sugar and positive nutrients.

C. Beverage Nutritional Criteria: All competitive beverages available for purchase by students must meet the following nutritional criteria:

1. General beverage requirements:
 - a. Schools may sell, provide or serve ~~only plain water, 100% juice, and milk to students that~~ meets the following requirements:
 - i. ~~The beverages do not contain added sugars including high fructose corn syrup and non-nutritive sweeteners except as authorized below for flavored milk or flavored milk substitute,~~
 - ii. The beverages do not contain artificial sweeteners, and
 - iii. Do not contain more than a trace amount of caffeine (4mg).
 - b. ~~Schools are prohibited from serving beverages with minimal nutritional value such as soft drinks, fruit drinks, vitamin water drinks and energy drinks with minimal nutritional value are prohibited.~~
 - c. However, schools may provide sports drinks ~~are prohibited except when provided for student athletes participating in sport programs involving vigorous activity for at least one hour duration.~~
2. Milk Requirements:
 - a. All milk, flavored milk and milk substitute products shall:
 - i. Be low fat (1%) or skim (fat free) milk,
 - ii. Contain Vitamins A and D, and
 - iii. ~~Be~~ Are in containers not to exceed 8 ounces or less.
 - b. Flavored milk shall be non-fat and contain no more than 22 grams total sugars per 8 ounces.
 - c. Soy and rice milk substitute drinks shall be calcium and vitamin fortified, ~~and shall be low-fat and total sugars shall not exceed~~ contain no more than 22 grams total sugars per 8 ounces.

3. *Water Requirements:* Drinking water, whether provided in bottles, dispensers or water fountains, must:

- a. ~~Be unflavored~~ Only contain natural flavors,
- b. Have 0 mg of sodium,
- c. Have no nutritive or non-nutritive sweeteners, and
- d. ~~Be noncarbonated,~~
- e. Be caffeine free ~~and~~
- f. ~~Have no additives except those minerals normally added to tap water.~~

4. *Juice Requirements:* Schools may sell, provide or serve only fruit and/or vegetable based juice drinks that:

- a. Are composed of no less than 100% fruit/vegetable juices,
- b. Contain no added sweeteners,
- c. Are in containers not to exceed 6 8 ounces, for elementary and middle schools,
- d. Are in containers not to exceed 8 12 ounces in high school, and
- e. Contain no more than 120 calories per 8oz. serving ~~and no more than~~ or 200 calories per 12 oz. serving. ~~16oz.~~

D. State or Federal Requirements:

1. Foods and/or beverages sold, provided or served to students on school grounds that compete with the school's operation of the NSLP, NSBP, SSO, or CACFP must comply with all applicable federal and state regulations.

2. ~~In the event the state or the USDA or state of Illinois issue modified, more stringent, or additional nutritional standards for food or beverages sold, served or provided in schools, the Chief Health Officer/Executive Director of Nutrition Support Services or a designee is authorized to update/enforce the nutritional criteria and related requirements specified in this policy.~~

3. ~~In the event less stringent standards are issued it shall be at the discretion of the Chief Health Officer and Executive Director to update guidelines, for conformance with new state and federal standards without further Board action. Any such modifications will be issued by the Chief Health Officer to schools for their compliance with the new applicable standards.~~

E. Foods from Home:

1. To ensure food safety guidelines and student allergy management is maintained, no home-baked or home-cooked items may be served or sold to students as part of any school function.

2. All foods provided as a function of school activities shall be commercially purchased or provided through Nutrition Support Services.

F. Vending Machines: Vending machines are permitted to operate on CPS property for the sale of food and beverage items to students subject to the nutrition criteria outlined in this policy and the following additional requirements.

1. *Beverage Vending Requirements:* Elementary, middle and high schools are permitted to operate beverage vending in compliance with the nutrition and other regulations outlined in this policy. Beverage vending machines may, at the ~~Unit/Building head's~~ Principal's discretion, be placed in any appropriate location within the building.

2. *Snack Vending Machine Placement*

a. *Elementary or Middle Schools:* Snack vending machines may not be placed anywhere in the school building, including the lunchroom, where they would be accessible for student use during school hours. Such machines are, however, permitted in areas restricted to students such as the teachers' lounge. If a snack machine is located in a school's common area and cannot be re-located to a restricted area, the machine shall be rendered inoperable for the duration of the school day.

b. *High Schools:* Snack vending machines may, at the Principal's discretion, be placed in any appropriate location within the school that is accessible for student use, except not anywhere within the dining center and ~~not in areas outside of the dining center that are located within 100 feet from the dining center serving line.~~ All items in vending machines accessible for student use must comply with CPS nutrition guidelines. Non-compliant vending machines are permitted in areas restricted to students such as the teachers' lounge. must be turned off when meals are being served during the school day.

3. *Compliance:* Schools shall forfeit revenue from the sale of non-approved items in vending machines. The Principal or their designee will select the snack and beverage products to be offered for sale in the school's vending machines and will ensure that they meet the nutrition criteria specified in this policy. Schools that fail to comply by providing approved snacks shall be subject to:

- a. ~~Vending machine removal;~~
- b. ~~Forfeiting revenue from items being sold during meal periods.~~

4. *Staff Restricted Vending.* Schools are encouraged to promote healthy snack and beverage options in vending machines that are restricted to students and are accessible only to school staff/adults only; schools are encouraged to promote healthy snack and beverage options.

G. Fundraisers: Principals, school staff, parents/guardians and students should promote healthy fundraisers by minimizing the use of candy and snacks for fundraising purposes. ~~Each local school wellness team shall be responsible for establishing a healthy fundraiser plan for their school outlining the measures the school will take to encourage healthy fundraiser food and beverage items. In the event no plan is established, any food or beverage used or sold for school fundraising purposes on school grounds, must meet the nutrition requirements set out in this policy. The local school healthy fundraiser plan shall be developed in collaboration with the Local School Council and must conform with applicable federal regulations and the guidelines to this Policy.~~

1. All CPS non-food fundraisers must be approved by the Network Chief; all food fundraisers must be approved by the Nutrition Support Services Executive Director or designee.

2. All food sold at school during the school day must meet the Healthy Snack and Beverage Policy nutrition requirements.

3. School fundraising activities that begin 30 minutes after the scheduled end of the school day are not bound by these policies (i.e. sporting events, family nights, student clubs, etc.).

4. Schools shall forfeit revenue from the sale of non-approved food or beverages.

H. Rewards and Discipline: Principals, school staff, parent/guardians and before and after school program partners ~~shall not provide food as a reward to students in recognition of good behavior or performance. Food may not be withheld from any student for any reason. In the case of student detention, in-school suspension or other restrictive activities, students should be allowed to go through the dining center service line and select a meal, must promote non-food rewards and must not withhold food or offer alternative lunch options (such as a brown bag lunch, serve lunch in the classroom) as punishment.~~

I. Celebrations: Principals, school staff, parents/guardians, students and before and after school program partners should promote healthy classroom and school celebrations/rewards by minimizing the use of candy and snacks. ~~as part of a celebration or reward. Each local school wellness team shall be responsible for establishing a healthy celebrations and rewards plan for their school outlining the measures the school will take to encourage healthy celebration food and beverage items. In the event no plan is established, a school may only permit a maximum of two celebrations per school year where food or beverages of minimal nutritional value are to be served to students at a maximum of two celebrations per school year. Celebrations shall not replace the regularly scheduled school meals or prevent dining staff from preparing meals except in the case of student field trips. The local school healthy celebrations and rewards plan shall be developed in collaboration with the Local School Council and Schools must conform with: (i) applicable federal regulations, (ii) the Board's Food Allergy Management Policy; (iii) applicable restrictions on home-baked goods in schools; and (iv) the guidelines to this Policy.~~

J. Exceptions: The nutrition criteria outlined in this policy are recommended, but not required for food or beverages sold, served or provided: (a) during a ~~field trip or other school-sponsored activity or trip~~ off school grounds and longer than the school day, (b) at concession stands at a sports stadium, gym, field house or auditorium, whether on or off school grounds, (c) as part of a school sports game, performance or event where parents/guardians and other adults are a significant part of an audience, and (d) at school fundraising events held off of school grounds.

Students with Health Conditions: Nothing in this policy prohibits a student with a documented health condition from consuming school from serving snack foods or beverages provided from home. to a Accommodations will be made for students with diabetes or other health conditions where physician's orders specify the intake of certain snack foods or beverages at school to manage their medical condition.

K. School Staff and Administration: Principals, school staff, partners and program providers shall promote a healthy eating environment in the school. Adults are encouraged to model healthy eating and serve nutritious food and beverages which meet the requirements in this policy at school meetings and staff-oriented events. Staff are encouraged to refrain from consuming foods of minimal nutritional value in the presence of students as a way of healthy role-modeling.

L. School Coordination: The local school wellness team established at each school in accordance with the Board's Local School Wellness Policy for Students will coordinate compliance plans and efforts for ensuring that competitive foods sold or served at their school satisfy the nutritional and other requirements of this policy. The local school wellness team shall provide progress, compliance and other reporting to the Office of Student Health and Wellness as specified in the guidelines.

M. Support and Oversight: The Office of Student Health and Wellness shall ~~oversee school implementation and compliance with this policy and in doing so shall:~~

1. Provide technical assistance and support to assist schools with implementation of the policy and improve programming functions; and
2. Ensure schools are offered support services through various departments including the Office of Student Health and Wellness, Nutrition Support Services, and the Chief Instruction Teaching and Learning Office to allow for full implementation of this policy.
3. By ~~January 2015~~ December 2020, conduct a district-wide review and assessment of this policy in conjunction with the Local School Wellness Policy for Students ~~on the policies' effectiveness and, based on this assessment, propose Policy revisions.~~

N. **Guidelines:** The Chief Health Officer or designee, in collaboration with Nutrition Support Services, shall develop and implement guidelines, procedures and toolkits to ensure the effective implementation of this policy.

LEGAL REFERENCES: Healthy Hunger Free Kids Act of 2010, 42 USC 1751; Child Nutrition Act of 1966, 42 USC 1773, 1779; 23 Illinois Administrative Code 305.15; 7 CFR 210.11, 220.12 and Appendix B to Parts 210 and 220.

President Clark indicated that if there are no objections, Board Reports 17-0628-PO1 through 17-0628-PO6 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0628-PO1 through 17-0628-PO6 adopted.

17-0628-CO1

COMMUNICATION RE: LOCATION OF BOARD MEETING OF JULY 26, 2017

**Frank M. Clark President, and
Members of the Board of Education
Mark F. Furlong
Rev. Michael J. Garanzini, S.J.
Jaime Guzman
Dr. Mahalia A. Hines
Arnie Rivera
Gail D. Ward**

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, July 26, 2017 will be held at:

CPS Loop Office
42 W. Madison Street, Garden Level, Board Room
Chicago, IL 60602

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

Public Participation Guidelines are available on www.cpsboe.org or by calling (773) 553-1600.

For the July 26, 2017 Board Meeting, advance registration to speak and observe will be available beginning Monday, July 24th at 10:30 a.m. and will close on Tuesday, July 25th at 5:00 p.m. or until all slots are filled. You can advance register during the registration period by the following methods:

Online: www.cpsboe.org (recommended)
Phone: (773) 553-1600
In Person: 1 North Dearborn, Suite 950

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

17-0628-EX1*

**TRANSFER OF FUNDS
Various Units and Objects**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

1. Transfer from Diverse Learner Quality Instruction to Diverse Learner Quality Instruction

20170192340

Rationale: Transfer to cover costs of supplies and materials for stamet activities, workshops, and events

Transfer From:

11674 Diverse Learner Quality Instruction
220 Federal Special Education IDEA Programs
54215 Car Fare
221234 Professional Develop/Curriculum Develop
460524 Preschool Discretionary (Stamet)

Transfer To:

11674 Diverse Learner Quality Instruction
220 Federal Special Education IDEA Programs
54125 Services - Professional/Administrative
221234 Professional Develop/Curriculum Develop
460524 Preschool Discretionary (Stamet)

Amount: \$1,000

2. Transfer from Citywide Student Support and Engagement to Citywide Student Support and Engagement

20170193496

Rationale: Community Schools instructional services

Transfer From:

10875 Citywide Student Support and Engagement
 324 Miscellaneous Federal, State & Local Grants
 53405 Commodities - Supplies
 119035 Other Instruction Purposes - Miscellaneous
 442159 21st Century Community Learning Centers - (Cohort 15-Grant 2)

Transfer To:

10875 Citywide Student Support and Engagement
 324 Miscellaneous Federal, State & Local Grants
 54125 Services - Professional/Administrative
 119035 Other Instruction Purposes - Miscellaneous
 442159 21st Century Community Learning Centers - (Cohort 15-Grant 2)

Amount: \$1,000

3. Transfer from John C Haines School to Walter Q Gresham Elementary School of Excellence

20170194252

Rationale: SAW 3043738 - Transferring funds to purchase supplies for reading.

Transfer From:

23481 John C Haines School
 332 NCLB Title I Regular Fund
 53405 Commodities - Supplies
 111069 Homeless Education Program
 430185 Title 1 - School Discretionary

Transfer To:

23451 Walter Q Gresham Elementary School of Excellence
 332 NCLB Title I Regular Fund
 53405 Commodities - Supplies
 119015 Reading
 430185 Title 1 - School Discretionary

Amount: \$1,000

4. Transfer from Walter Q Gresham Elementary School of Excellence to John C Haines School

20170194740

Rationale: SAW 3043738 - Transferred to incorrect unit. This is to correct transfer 20170194252.

Transfer From:

23451 Walter Q Gresham Elementary School of Excellence
 332 NCLB Title I Regular Fund
 53405 Commodities - Supplies
 119015 Reading
 430185 Title 1 - School Discretionary

Transfer To:

23481 John C Haines School
 332 NCLB Title I Regular Fund
 53405 Commodities - Supplies
 119015 Reading
 430185 Title 1 - School Discretionary

Amount: \$1,000

5. Transfer from Freedom of Information Act Office to Freedom of Information Act Office

20170194952

Rationale: Transfer of funds to software account

Transfer From:

10406 Freedom of Information Act Office
 115 General Education Fund
 54125 Services - Professional/Administrative
 230010 Administrative Support
 000000 Default Value

Transfer To:

10406 Freedom of Information Act Office
 115 General Education Fund
 53306 Commodities: Software (Non-Instructional)
 230010 Administrative Support
 000000 Default Value

Amount: \$1,000

6. Transfer from Rachel Carson Elementary School to Facility Opers & Maint - City Wide

20170195482

Rationale: Funds returned to collaborative from closed PO's.

Transfer From:

22601 Rachel Carson Elementary School
 230 Public Building Commission O & M
 56105 Services - Repair Contracts
 254034 O&M Southwest
 000000 Default Value

Transfer To:

11880 Facility Opers & Maint - City Wide
 230 Public Building Commission O & M
 56105 Services - Repair Contracts
 254034 O&M Southwest
 000000 Default Value

Amount: \$1,000

7. Transfer from Facility Opers & Maint - City Wide to Ted Lenart Regional Gifted Center

20170195784

Rationale: CPS-5052401. Provide labor and material to complete additional hydrojetting to main line and provide camera diagnostics from original work order #17-SS-1171818.

Transfer From:

11880 Facility Opers & Maint - City Wide
 230 Public Building Commission O & M
 56105 Services - Repair Contracts
 254033 O&M South
 000000 Default Value

Transfer To:

29361 Ted Lenart Regional Gifted Center
 230 Public Building Commission O & M
 56105 Services - Repair Contracts
 254033 O&M South
 000000 Default Value

Amount: \$1,000

8. Transfer from Facility Opers & Maint - City Wide to Whitney M Young Magnet High School

20170195885

Rationale: Yearly grease interceptor pump-out. Maximo 2386969, Quotes attached.

Transfer From:		Transfer To:	
11880	Facility Opers & Maint - City Wide	47101	Whitney M Young Magnet High School
230	Public Building Commission O & M	230	Public Building Commission O & M
56105	Services - Repair Contracts	56105	Services - Repair Contracts
254032	O&M West	254032	O&M West
000000	Default Value	000000	Default Value

Amount: \$1,000

1137. Transfer from Roberto Clemente Community Academy High School to Capital/Operations - City Wide

20170195129

Rationale: Funds Transfer From Project# 2017-51091-UAF To Award# 2017-486-00-05 ; Change Reason : NA

Transfer From:		Transfer To:	
51091	Roberto Clemente Community Academy High School	12150	Capital/Operations - City Wide
486	CIT Bond	486	CIT Bond
56310	Capitalized Construction	56310	Capitalized Construction
320008	Playgrounds And Stadia	253524	Playground Program
000000	Default Value	000000	Default Value

Amount: \$3,024,387

1138. Transfer from Capital/Operations - City Wide to Roberto Clemente Community Academy High School

20170195131

Rationale: Funds Transfer From Award# 2017-485-00-09 To Project# 2017-51091-UAF ; Change Reason : NA

Transfer From:		Transfer To:	
12150	Capital/Operations - City Wide	51091	Roberto Clemente Community Academy High School
485	CIT Pay Go Fund	485	CIT Pay Go Fund
56310	Capitalized Construction	56310	Capitalized Construction
253511	Campus Parks	320008	Playgrounds And Stadia
000000	Default Value	000000	Default Value

Amount: \$3,024,387

1139. Transfer from Capital/Operations - City Wide to Franklin Fine Arts Center

20170198334

Rationale: Funds Transfer From Award# 2017-486-00-02 To Project# 2017-29081-ROF ; Change Reason : NA

Transfer From:		Transfer To:	
12150	Capital/Operations - City Wide	29081	Franklin Fine Arts Center
486	CIT Bond	486	CIT Bond
56310	Capitalized Construction	56310	Capitalized Construction
251392	Repairs & Improvements	009553	Roofs
000000	Default Value	000000	Default Value

Amount: \$8,439,060

1140. Transfer from Capital/Operations - City Wide to Lindblom Math and Science Academy High School

20170195318

Rationale: Funds Transfer From Award# 2017-486-00-02 To Project# 2017-46511-ROF ; Change Reason : NA

Transfer From:		Transfer To:	
12150	Capital/Operations - City Wide	46511	Lindblom Math and Science Academy High School
486	CIT Bond	486	CIT Bond
56310	Capitalized Construction	56310	Capitalized Construction
251392	Repairs & Improvements	009553	Roofs
000000	Default Value	000000	Default Value

Amount: \$9,111,075

1141. Transfer from Capital/Operations - City Wide to Marie Sklodowska Curie Metropolitan High School

20170193764

Rationale: Funds Transfer From Award# 2017-486-00-02 To Project# 2017-53101-SIP ; Change Reason : NA

Transfer From:		Transfer To:	
12150	Capital/Operations - City Wide	53101	Marie Sklodowska Curie Metropolitan High School
486	CIT Bond	486	CIT Bond
56310	Capitalized Construction	56310	Capitalized Construction
251392	Repairs & Improvements	253508	Renovations
000000	Default Value	000000	Default Value

Amount: \$14,039,895

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

17-0628-EX2

AUTHORIZE RATIFICATION OF THE RENEWAL OF THE ALAIN LOCKE CHARTER SCHOOL AGREEMENT

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

SCHOOL OPERATOR: Alain Locke Charter School, an IL not-for-profit corporation
833 W. Jackson Blvd, Suite 800
Chicago, Illinois 60607
Phone: 312-216-1700
Contact Person: Claire Hartfield

CHARTER SCHOOL: Alain Locke Charter School
3141 W. Jackson Boulevard
Chicago, IL 60612
Phone: (773) 265-7230
Contact Person: Patrick Love, Principal

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

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 97-1217-EX2) was for a term commencing July 1, 1998 and ending June 30, 2004, and authorized the operation of a charter school serving no more than 750 students in grades K through 12. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2004 and ending June 30, 2009 (authorized by Board Report 04-0225-EX2). The charter and Charter School Agreement were further renewed for a term commencing July 1, 2009 and ending June 30, 2014 (authorized by Board Report 09-0422-EX5) serving no more than 617 students in grades K through 8. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 10-1215-EX3: Approved the correction of the name of the Alain Locke Charter Academy Charter School to the Alain Locke Charter School.

CHARTER RENEWAL PROPOSAL: Alain Locke Charter School submitted a renewal proposal on September 3, 2013 to continue the operation of Alain Locke Charter School (Alain Locke). The charter school shall continue to be located at 3141 W. Jackson Boulevard and shall continue to serve grades K through 8 with a maximum enrollment of 617 students.

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

If Alain Locke Charter School is authorized to operate a pre-kindergarten program in the same building as the charter school, the children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the Charter School Agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and Alain Locke Charter School for the operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of Innovation and Incubation conducted a comprehensive evaluation of Alain Locke's academic performance, financial viability, and legal and contract compliance. This evaluation included a review of the proposal, academic results, financial performance, governance documents, parental issues, facilities surveys, and special education documentation. Public hearings were held on February 19, 2014, May 13, 2014, June 23, 2014 and July 16, 2014 to receive public comments on the renewal for Alain Locke. The Office of Innovation and Incubation recommends that, based on the school's performance on these and other accountability criteria, Alain Locke be authorized to continue operating as a charter school.

RENEWAL TERM: The term of Alain Locke's charter and agreement is being renewed for a seven (7) year term commencing July 1, 2014 and ending June 30, 2021.

ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions are included as an attachment to the Charter School Agreement with Alain Locke Charter School.

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

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

FINANCIAL: The financial implications will be addressed during the development of the 2017-2018 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY17 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

GENERAL CONDITIONS:

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

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

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

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

17-0628-EX3

AUTHORIZE TUITION PAYMENTS FOR MATHEMATICS UNIVERSITY COURSEWORK

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize tuition payments to DePaul University, University of Chicago, and University of Illinois at Chicago for mathematics coursework at a cost not to exceed \$700,000 across all participating universities. The three universities participating in this program were selected based on their previous involvement with mathematics and science programs in the Chicago Public Schools. No written agreement is required for tuition payments. Information pertinent to this program is stated below.

UNIVERSITY: DePaul University
STEM Center
1 E. Jackson
Chicago, IL 60604 - 2287
Contact: Carolyn Narasimhan
Phone: 773-325-1854
Contact: Victoria Simek
Phone: 773-325-4790
Vendor # 37159

University of Chicago
SESAME Program
5734 S. University Ave.
Chicago, IL 60637
Contact: John Boller
Phone: 773-702-7388
Vendor # 33123

University of Illinois at Chicago
1333 S. Halsted Street, Suite 205,
Chicago, IL 60607
Contact: Efen Sandoval
Phone: 312-355-0421
Vendor # 32571

USER: Office of Teaching and Learning
Department of STEM
501 W. 35th Street
Chicago, IL 60616
Jessica L. Mahon
773-553-6422

PAYMENT PERIOD: Tuition payments are authorized for university courses scheduled from July 1, 2017 through June 30, 2020.

PROGRAM DESCRIPTION: Payments cover tuition for authorized CPS teachers enrolled in courses at participating universities under the Algebra Initiative Coursework. The Algebra Initiative provides an opportunity for CPS middle grades teachers to pursue their Algebra Credential so that an increased number of elementary schools can offer a high school algebra course to well-prepared middle grades CPS students. This increases opportunities for students to be on a pathway to take advanced mathematics courses in high school. All of the three universities provide the Algebra Initiative coursework.

PARTICIPANTS: Algebra Initiative Coursework participants include CPS teachers who possess a math endorsement, have demonstrated leadership skills, and have expressed a desire to obtain their HS Algebra Credentials. Participants are selected through a competitive process and commit to the year-long sequence of courses. In order to earn Algebra Credentials, teachers must successfully complete the coursework and pass the Teacher Qualifying Exam offered in January and/or March of the following year.

OUTCOMES: The Algebra Initiative is an essential strategy in preparing students for success in college and career as it puts them on the pathway to enroll in advanced mathematics coursework before graduating high school. Increased access to High School Algebra in the Middle Grades will prepare more students to achieve early college and career credentials in alignment with district priorities. In order for this to be possible, an increased number of teachers must be credentialed to teach High School Algebra in the Middle Grades. This university coursework is specifically designed to prepare teachers to earn this credential.

In addition, the Algebra Initiative is aligned to our district goals of ensuring that every child has access to high quality teaching and learning in alignment with the Common Core State Standards in Mathematics (CCSSM). Many of the standards that were previously addressed only in high school algebra will now be taught in the standard 8th grade mathematics curriculum. Hence, all teachers who enroll in these courses will have a deeper understanding of the content and practices needed to teach all middle grade students in a challenging, rigorous instructional setting as defined by the CCSSM.

COMPENSATION: Tuition payments to all 3 universities during the payment period shall not exceed \$700,000 in total through June 30, 2020.

AUTHORIZATION: The Executive Director of STEM is authorized to direct payments to be made to the universities as necessary.

AFFIRMATIVE ACTION: Pursuant to Section 5.2.3 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, tuition payments to other educational institutions are exempt from MBE/WBE review.

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

FINANCIAL: Fund 353, Unit 13717, Mathematics, FY18 – FY 20 \$700,000
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 Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

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

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

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

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

President Clark abstained on Board Report 17-0628-EX3.

17-0628-OP1

**APPROVE RENEWAL LEASE AGREEMENT WITH
NOBLE NETWORK OF CHARTER SCHOOLS FOR A PORTION OF
THE TRUTH SCHOOL MAIN BUILDING, 1443 N. OGDEN, AND ANNEX, 1409 N. OGDEN**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with the **Noble Network of Charter Schools** for a portion of the Truth School Main Building located at 1443 N. Ogden Avenue and the Truth School Annex building located at 1409 N. Ogden Avenue, Chicago, Illinois for use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report.

TENANT: Noble Network of Charter Schools – The Noble Academy
1010 N. Noble Street
Contact: Michael Madden
Phone: (312) 278-6895 / mmadden@noblenetwork.org

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall use a portion of the Truth School Main Building and Truth School Annex, located at 1443 N. Ogden Avenue and 1409 N. Ogden Avenue, respectively, as set forth in the lease agreement, unless otherwise permitted by Landlord. The Tenant shall share the Truth School buildings and campus with Chicago Charter School Foundation – ChicagoQuest (Chicago International Charter School or "CICS"). CICS occupies a portion of the Truth School buildings pursuant to a separate lease agreement. If CICS' lease terminates, Noble's lease shall automatically convert to a sole occupancy.

USE: Tenant shall use the Premises to operate a charter school and related educational and community programs and for no other purpose.

ORIGINAL LEASE AGREEMENT: The original lease agreement (authorized by Board Report 15-0624-OP3) was for a term commencing on July 1, 2015 and ending on June 30, 2016. The lease was subsequently renewed (authorized by Board Report 16-0622-OP1) for a term commencing on July 1, 2016 and ending June 30, 2017.

RENEWAL TERM: The term of the lease renewal shall be two (2) years, commencing on July 1, 2017, and ending on June 30, 2019. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

RENT: One dollar (\$1.00) per year.

OPERATING AND UTILITIES EXPENSES: Tenant shall procure all operating services from Landlord, unless otherwise permitted by Landlord. Tenant shall reimburse Landlord for operating services provided by Landlord at Landlord's then-current rates and costs and in accordance with Landlord's then-current procedures. The charter shall be assessed to reflect this option.

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 to execute any and all ancillary documents related to the lease renewal.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.

GENERAL CONDITIONS:

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

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

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

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

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

President Clark abstained on Board Report 17-0628-OP1.

17-0628-PR1

AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH CITY YEAR, INC. FOR IN-SCHOOL AND OUT-OF-SCHOOL MENTORING AND TUTORING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with City Year, Inc to provide in-school and out-of-school mentoring and tutoring services to multiple elementary and high schools at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to City Year, Inc during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

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

VENDOR:

- 1) Vendor # 31218
CITY YEAR, INC.
36 S. WABASH., STE 15
CHICAGO, IL 60603-2953

Andy Tousignant
312 423-7185

Ownership: Non-Profit

USER INFORMATION :

Project
Manager: 11371 - Student Support and Engagement

42 West Madison Street

Chicago, IL 60602

Parker, Ms. Allison A.

773-553-1000

PM Contact:
10870 - College and Career Success Office

42 West Madison Street

Chicago, IL 60602

Mather, Mr. Alan Wesley

773-535-5100

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 14-0723-PR4) in the amount of \$10,100,000.00 is for a term commencing August 1, 2014 and ending July 31, 2017, with the Board having one (1) option to renew for a two (2) year term. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

OPTION PERIOD:

The term of this agreement is being renewed for two (2) years commencing August 1, 2017 and ending July 31, 2019.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to provide in-school and out-of-school programming at high needs elementary and high schools within Chicago Public Schools (CPS). City Year will continue to work towards creating a transformative environment for CPS youth through comprehensive and differentiated academic and behavioral interventions and whole-school programs. City Year will continue to create settings for positive peer relationships and attitudes; provide consistent and caring adult role models; develop academic efficacy, behavioral improvement and increased attendance; increase the graduation pipeline; and support connections between schools and families.

DELIVERABLES:

Vendor will continue to deploy teams of 8-10+ Corp Members to each partner school to facilitate in-school and after-school programming. City Year will continue to serve students through whole-school (Tier 1) and small group/ individual (Tier 2) programming, focusing on students identified as being at-risk based on attendance, behavior and academic performance data. All corps members working in CPS schools will continue to receive weekly training by City Year to improve their services to CPS youth.

OUTCOMES:

Vendor's services will result in:

ATTENDANCE:

30% of students in City Year's attendance focus group will improve their average daily attendance by at least 2%.

COURSE PERFORMANCE:

50% of focus group students will improve at least one grade level in their focus area (English Language Arts or Math) from Quarter 1 to Quarter 4. 60% of students will meet growth targets between fall and spring on NWEA.

COMPENSATION:

Vendor shall be paid during this option period at the estimated annual costs set forth below:

\$3,522,000 FY18

\$3,930,000 FY19

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Officer of 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, MBE/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a not-for-profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Funds

Office of Student Support and Engagement

Various Units

FY18: \$3,522,000

FY19: \$3,930,000

Not to exceed \$7,452,000 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).

17-0628-PR2

AUTHORIZE THE FIRST RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF LIBRARY BOOKS, REFERENCE BOOKS, E-BOOKS AND RELATED SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreements with various vendors for the purchase of library books, reference books, e-books and related services for all schools at an estimated annual cost set forth in the Compensation Section of this report. Written renewal agreements with the vendors are currently being negotiated. No goods may be ordered or received and no payment shall be made to any vendor prior to execution of their written renewal agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 14-350032
 Contract Administrator : Janus, Ms. Rene / 773-553-2280

USER INFORMATION :

Contact:
 10810 - Teaching and Learning Office
 42 West Madison Street
 Chicago, IL 60602
 Mcdade, Miss Latanya Danett
 773-553-1216

Project Manager:
 10813 - Social Science & Civic Engagement
 42 W Madison Street
 Chicago, IL 60602
 Marshall, Ms. Jessica M.
 773-553-6391

ORIGINAL AGREEMENT:
 The original Agreements (authorized by Board Report #15-0624-PR15) in the amount of \$11,000,000.00 are for a term commencing September 1, 2015 and ending August 31, 2017, with the Board having two (2) options to renew for two (2) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:
 The term of each agreement is being renewed for two (2) years commencing September 1, 2017 and ending August 31, 2019.

OPTION PERIODS REMAINING:
 There is one (1) option period for two (2) years remaining.

SCOPE OF SERVICES:
 Vendors will continue to provide:

DESCRIPTION OF PURCHASE:
 Goods: Library books, reference books, E-books, classroom library books and related services
 Quantity: Unlimited
 Unit Price: Varies
 Estimated Annual Cost: \$5,500,000

OUTCOMES:
 This purchase will result in price discounts and increased choice of library books, e-books and reference books, online ordering and other incentives as outlined in the agreement.

COMPENSATION:
 Vendors shall be paid in accordance with the unit prices contained in their renewal agreement; Estimated annual costs for the two (2) year option period are set forth below:

\$5,500,000 FY18
 \$5,500,000 FY19

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Business Enterprise Participation (M/WBE Program) in Goods and Services contracts, the goals for this contract include 10% total MBE and 5% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Funds: Various
All Schools and Departments
\$11,000,000, FY 18 and FY 19
Not to exceed \$11,000,000 for the two (2) year term.
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

- 1) Vendor # 47325
 GL GROUP INC. DBA THE BOOKSOURCE
 1230 MACKLIND AVE
 ST LOUIS, MO 63110
 Nick Dreyer
 800 444-0435
 Ownership: Sanford Jaffe 25%, Gary Jaffe 25%, Neil Jaffe 25%, Donna Jaffe 25%
 Category: Print
- 2) Vendor # 31279
 CHILDREN'S PLUS, INC.
 1387 DUTCH AMERICAN WAY
 BEECHER, IL 60401
 John G. Walsh
 800 230-1279
 Ownership: Kevin G. Walsh 100%
 Category: Print
- 3) Vendor # 96413
 COUGHLAN COMPANIES, INC DBA
 CAPSTONE
 1710 ROE CREST DRIVE
 NORTH MANKATO, MN 56003
 Connie Ruyter
 800 747-4992
 Ownership: Robert Coughlan 50%, James Coughlan 50%
 Category: Print
- 4) Vendor # 79776
 FOLLETT SCHOOL SOLUTIONS, INC
 1340 RIDGEVIEW DRIVE
 MCHENRY, IL 60050
 Wayne Schumann
 888 511-5114
 Ownership: Follett School Solutions Holdings, Inc - 100%
 Category: Print And Digital
- 5) Vendor # 82240
 LECTORUM PUBLICATIONS, INC
 205 CHUBB AVE.
 LYNDHURST, NJ 07071
 Fernando Febus
 201 559-2240
 Ownership: Lectorum Holdings Llc - 100%
 Category: Print
- 6) Vendor # 21757
 MACKIN BOOK COMPANY DBA MACKIN
 EDUCATIONAL RESOURCES
 3505 COUNTY RD 42 WEST
 BURNSVILLE, MN 55306
 Teresa Henning
 800 245-9540
 Ownership: Kay M Heise - 51%, Randal M Heise - 49%
 Category: Print And Digital
- 7) Vendor # 94713
 OVERDRIVE, INC
 PO Box 72117
 CLEVELAND, OH 44192-0002
 Mike Kertesz
 216 573-6886
 Ownership: Overdrive Holdings Inc - 99%, Overdrive Intermediate Holdings, Inc - 1%
 Category: Digital
- 8) Vendor # 25596
 RAINBOW BOOK CO.
 100 N. FAIRWAY DR. #120
 VERNON HILLS, IL 60061
 Michael Sherman
 800 255-0965
 Ownership: Mark Sherman Trust - 100%
 Category: Print
- 9) Vendor # 14970
 SCHOLASTIC, INC.
 2931 E. MCCARTY STREET
 JEFFERSON CITY, MO 65101
 Bernie Grant-Hill
 630 323-3700
 Ownership: Publicly Traded
 Category: Print

17-0628-PR3

**AUTHORIZE A NEW AGREEMENT WITH COLLEGE ENTRANCE EXAMINATION BOARD
D/B/A THE COLLEGE BOARD FOR STUDENT ASSESSMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with College Entrance Examination Board d/b/a The College Board to provide Suite of Assessments (SAT) Exams, Advanced Placement (AP) Exams, Advanced Placement (AP) Practice Exams, instructional materials specific to AP, and Advanced Placement professional development for the department of Student Assessment and the department of Magnet, Gifted, AP and IB at a total cost not to exceed amount 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 2, 2017 and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on May 1, 2017, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the June 28, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's 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 execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

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

VENDOR:

- 1) Vendor # 22907
College Entrance Examination Board DBA
The College Board
8700 W. BRYN MAWR AVENUE, STE.900N
CHICAGO, IL 60631
Jennifer McDonnell
847 653-4500
Ownership: Not For Profit

USER INFORMATION :

Contact: 10810 - Teaching and Learning Office
42 West Madison Street
Chicago, IL 60602
Mcdade, Miss Latanya Danett
773-553-1216

Project 11210 - Assessment
Manager: 42 West Madison Street
Chicago, IL 60602
Leonard, Mr. Peter J.
773-553-2430

Project 10845 - Magnet, Gifted and IB Programs
Manager: 42 West Madison Street
Chicago, IL 60602
Klimesh, Mr. Mark S
773-535-5100

TERM:

The term of this agreement shall commence on July 1, 2017 and shall end June 30, 2020. This agreement shall have no renewal options.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide: (1) Advanced Placement (AP) student examinations, grading and reporting of assessments; (2) SAT Suite of Assessments (PSAT8/9, PSAT10, PSAT/NMSQT and SAT) administration and score reporting; and (3) College Board instructional materials. Vendor will provide CPS with annual data reports on student and school performance on tests. Vendor will provide professional development workshops. Vendor shall furnish the referenced professional development workshops during the term of the agreement upon a mutually agreed upon schedule between Vendor and the Board. During each workshop, Vendor will provide CPS officials, teachers and administrators with instructional strategies, technical training and associated support.

DELIVERABLES:

Vendor shall provide one set of materials per registered attendee per session / workshop. The list of materials for each session / workshop is described in the agreement with the Vendor. Vendor shall provide a College Board endorsed instructor to lead agreed upon sessions / workshops. Vendor shall provide schools with the amount of Advanced Placement (AP) and PSAT/SAT exams that are ordered for each school, with that order placed individually by the school or through a district bulk ordering process. Vendor shall provide each school's AP teachers, AP coordinator, and designated school administrator access to the AP Online Score Reports website. Vendor will provide students score results for all tests taken. Vendor will provide school level AP performance data to CPS. Vendor will provide student and school level PSAT/SAT performance data to CPS through the College Board K-12 Reporting Portal and the district accountability file in a timely manner. Vendor will provide current science lab materials, supplemental teaching materials, and testing materials to schools in a timely manner.

OUTCOMES:

Vendor's services will result in: 1) an increase in the number of students qualifying for National Merit Scholarships and other scholarship opportunities; 2) increased student access to post-secondary opportunities through success on the SAT; 3) teachers with appropriate AP content knowledge, teaching methodology and strategies through professional development to increase student access in AP courses; 4) an increase in the number of low-income students who take a rigorous college preparatory course such as AP; and 5) an increase in the number of students who earn a "qualifying" score on AP exams.

COMPENSATION:

The College Board shall be paid as specified in the agreement; total cost not to exceed \$8,350,000.00 for the three (3) year term.

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 Teaching and Learning to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions do not apply to agreements where the vendor providing service is an educational institution or a Non-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, All Units

\$2,600,000.00 FY18

\$2,800,000.00 FY19

\$2,950,000.00 FY20

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).

17-0628-PR4

AMEND BOARD REPORT 16-0427-PR7
**AUTHORIZE A NEW AGREEMENT WITH AMER-I-CAN ENTERPRISE II, INC FOR JOB
 PREPAREDNESS TRAINING THROUGH AUDITORIUM SEATING RENOVATION SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Amer-I-Can Enterprise II, Inc to provide job preparedness training through auditorium seating renovation services to the Department of Facilities 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 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This June 2017 amendment is necessary to increase the not to exceed amount on the current contract to \$4,700,000 for the original three (3) year term. The Board of Education has secured additional grant funding to further expand this program due to demand. Of the total program cost, in excess of \$4.6 million has been secured by grant funding. A written amendment to the agreement is required. No payment above the previously authorized amount may be made prior to execution of the written amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of date of the amended Board Report.

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

VENDOR:

- 1) Vendor # 21503
 AMER-I-CAN ENTERPRISE II, INC
 3260 WEST WARREN
 CHICAGO, IL 60624
 Harold Davis
 773 988-5588

Ownership: Harold Davis - 100%

USER INFORMATION :

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

TERM:

The term of this agreement shall commence on May 1, 2016 and shall end April 30, 2019. 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 coach high school students in basic work place job skills, including being on time, proper attire, acceptable behavior while at work, working independently and in teams, interactions with co-workers and other on-the-job skills required to be successful at work. Additionally, students will be exposed to the processes of inventory, payroll and accounting procedures for the vendor's business. Vendor will provide mentoring and on-the-job work place training to approximately 300 students per year.

OUTCOMES:

Vendor's services will result in providing career development for students and possibly internship opportunities.

COMPENSATION:

Vendor shall be paid as follows:

Cost per chair to refurbish or replace. Estimated annual costs for the three (3) year term shall not exceed \$4,700,000 \$1,866,666, FY16, FY17, FY18 and FY19.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This contract is in full compliance with the requirements of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Service contracts. The M/WBE goals for this contract include 30% total MBE participation and 7% WBE participation.

The vendor has identified and scheduled the following firms:

Total MBE: 30%
Inner Vision International
4624 S. Greenwood 3N
Chicago, IL 60653

Total WBE: 7%
Gena Jones
1327 W. Washington, Suite 102B
Chicago, IL 60607

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Capital Funds and Grant Funds
Dept. Facilities, Unit 11880
\$100,000 FY16
~~\$1,600,000~~ ~~\$650,000~~ FY17
~~\$3,000,000~~ ~~\$650,000~~ FY18
~~\$400,000~~ ~~FY19~~

Not to exceed ~~\$1,800,000~~ \$4,700,000 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).

17-0628-PR5

AUTHORIZE THE SECOND AND FINAL RENEWAL AGREEMENT WITH CBRE, INC FOR REAL ESTATE BROKERAGE SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the second and final renewal agreement with CBRE, Inc. to provide real estate brokerage services to the Real Estate Department in connection with the marketing of certain Board properties, at a total cost not to exceed 1.9% of the sale price of each property sold. A written document exercising this option is currently being negotiated. No payment shall be made to CBRE, Inc. during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 14-250025

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

VENDOR:

- 1) Vendor # 38210
CBRE, INC
11150 SANTA MONICA BLVD., STE 1600
LOS ANGELES, CA 90025

Mike Nardini
312 935-1030

Ownership: Wholly Subsidiary Of Cbre
Group, Inc.

USER INFORMATION :

Contact: 11860 - Facility Operations & Maintenance

42 West Madison Street

Chicago, IL 60602

De Runtz, Ms. Mary

773-553-2960

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 14-0723-PR19) in the amount 1.9% of the sale price of each property sold was for a term commencing August 1, 2014 and ending July 31, 2016, with the Board having two (2) options to renew for one (1) year terms. The agreement was renewed (authorized by Board Report 16-0727-PR5) for a term commencing August 1, 2016 and ending July 31, 2017. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing August 1, 2017 and ending July 31, 2018.

OPTION PERIODS REMAINING:

There are no more options 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 properties.

DELIVERABLES:

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.

OUTCOMES:

Vendor's services will 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.

COMPENSATION:

Vendor shall be paid a brokerage fee of 1.9% of the sale price in accordance with the terms of the agreement.

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 Facilities Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement are 30% total MBE and 7% total WBE participation.

TOTAL MBE - 30%

Adnama, Inc.
1523 S. State St
Chicago, IL 60615
Attn: Cornelius Goodwin

Sarah Ware Realty
1507 E. 53rd St.
Chicago, IL 60606
Attn: Sarah Ware

TOTAL WBE - 10%

MBB Enterprises
3352 W. Grand
Chicago, IL 60651
Attn: Jenny Barsh

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

FINANCIAL:
Fund 412
Department of Real Estate 11910
Fee for service will be based on 1.9% of the sale price for each property sold.

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).

17-0628-PR6

AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR OFFICE, CLASSROOM, MUSIC, LIBRARY, AND EARLY CHILDHOOD CLASSROOM FURNITURE AND RELATED ACCESSORIES AND SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with various Vendors to provide office, classroom, music, library, and early childhood classroom furniture and related accessories and services to the Department of Facilities, other departments and all 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 7-2. Written agreements for Vendors' services are available for signature. 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 these agreements is stated below.

Specification Number : 17-350017

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

VENDOR:

- 1) Vendor # 33924
LOWERY MCDONNELL COMPANY
255 MITTEL DRIVE
WOOD DALE, IL 60191
Scott Mills
630 227-1000x237
Categories: Classroom And Library Furniture
Ownership: Richard Silverman - 33.33%, David
Tatge - 33.33% And Scott Mills - 33.33%

- 2) Vendor # 31975
STAPLES CONTRACTS & COMMERCIAL, INC
500 STAPLES DRIVE
FRAMINGHAM, MA 01702
Dennis Nyhan
630 222-8266
Categories: Office, Music And Early Childhood
Classroom Ownership: Staples, Inc - 100%

USER INFORMATION :

Contact: 11860 - Facility Operations & Maintenance
42 West Madison Street
Chicago, IL 60602
De Runtz, Ms. Mary
773-553-3119

TERM:

The term of each agreement shall commence on June 29, 2017 and shall end June 30, 2019. The agreements shall have one (1) option to renew for a period of one (1) year.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendors shall provide office, classroom, music, library and early childhood classroom furniture and related accessories and services, including delivery, installation, and discarding packing materials. The category awarded to each vendor is indicated in the vendor section.

DELIVERABLES:

Vendors will supply office, classroom, music, library and early childhood classroom furniture and related accessories and services, including delivery, installation and discarding of packaging materials as set forth in their agreement. The category awarded to each vendor is indicated in the vendor section.

OUTCOMES:

Vendors' services will result in furniture delivery and installation services to all Chicago Public Schools.

COMPENSATION:

Vendors shall be paid as set forth in their agreement based on unit price. Estimated annual aggregate costs for all vendors for the two (2) year term are set forth below:

\$7,500,000, FY18
\$12,050,000, FY19

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), the MWBE goals for this pool include 8% MBE and 2% WBE. Compliance with the vendors in the pool will be reported on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: Various School and Capital Funds
Parent Unit: Department of Facilities, Unit 11880
\$7,500,000, FY18
\$12,050,000, FY19
Not to exceed \$19,550,000 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).

17-0628-PR7

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 \$26,533,148.00 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of \$52,670.63 as listed in the attached June Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

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

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

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

Budget classification: Fund – 425, 427, 431, 435, 436, 485 & 486
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
2017

SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM. AA	ACTION H	A	WBE	PROJECT SCOPE AND NOTES	REASONS FOR PROJECT	
Gary	Tyler Lane	3280521	GC	\$ 10,710,348.00	4/17/2017	8/15/2018	2017	4	35	0	7	The scope of work is to be completed in two phases with Phase 1 including roof replacement, interior finish renovations to address water infiltration damage, and envelope repairs at the (2) Annex Buildings, window masonry envelope repairs, an elevator addition, fire alarm upgrades, and ADA upgrades at the Main Building to be completed by 12/31/2017. The second phase of work to be completed by 8/10/18. Includes the balance of the roof replacement, window replacement, exterior door replacement and interior finish renovations at the Main Building.	4	
Clark ES	FHPaschen	3282112	GC	\$ 2,167,000.00	4/20/2017	8/15/2017	2017	1	29	0	7	The scope of work is a roof replacement, removal and reinstallation of existing mechanical equipment, lighting, masonry repair & tuckpointing, new windows at the main building, exterior site improvements and select interior finishes damage from water infiltration.	4	
Clark HS	FHPaschen	3282113	GC	\$ 6,228,000.00	4/20/2017	12/31/2017	2017	1	29	0	7	The scope of work is a roof replacement, new RTU's, exhaust fans, lighting, masonry repair & tuckpointing, select curtainwall repair and select interior finishes damage from water infiltration.	4	
Von Steuben	Reliable	3282302	GC	\$ 2,380,000.00	4/20/2017	8/15/2017	2017	0	13	11	5	The scope of work is a full renovation of 6 science labs, renovation of Student Services Admin Spaces, and conversion of a Faculty Resource Room back to a classroom.	7	
Amundsen	FHPaschen	3282107	GC	\$ 1,820,000.00	4/20/2017	8/15/2017	2017	31	0	0	5	The scope of work is interior renovations including the Art Teachers Office (former dark room), Teachers Room (including new windows), vestibule painting, Fitness Center (including new windows), College and Career Counseling Suite, Conference Room, Office/Waiting Room, AV work in the Auditorium, new CPS standard marquee at Damen and Foster plus other interior office upgrades as the budget allows.	7	
Clemente	Reliable	3289652	GC	\$ 2,839,800.00	4/28/2017	8/15/2017	2017	0.1	61	0	4	The scope of work is site clearing and disposal, demolition of site furnishings and sports field equipment, strip lawn and topsoil, earth excavation, haul-off and disposal, removal of existing irrigation system, installation of electrical and communication utilities, drainage infrastructure, re-lamp existing sports field lighting, provide security cameras and fence improvements, concrete containment curb for the construction of artificial turf baseball and softball fields, player dugouts, spectator bleachers with an integrated press box, wireless scoreboard and assistive listening system, concrete pavement, drinking fountains and associated plumbing, and accessibility improvements.	8	
Claremont	All-Bry	3282503	GC	\$ 162,000.00	4/20/2017	8/15/2017	2017	0	30	0	5	The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb.	8	
McClellan	All-Bry	3282532	GC	\$ 226,000.00	4/20/2017	8/15/2017	2017	0	30	0	5	The scope of work is to provide a new 2-12 play lot with poured-in-place rubber surfacing and concrete containment curb.	8	
				\$ 26,533,148.00										

Reasons:

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

CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Robert Healy School									
2016 Healy ICR 2016-23661-ICR									
	Buckeye Construction		\$104,600.00	4	\$11,731.51	\$116,331.51	11.22%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
03/30/17	04/06/17	Contractor to provide labor and material to install correct door hardware at select locations.					Error - Architect	3200472	\$5,893.65
03/31/17	04/10/17	Contractor to provide labor and material to remove and replace damaged tile and concrete in entry vestibule.					Discovered Conditions		\$2,409.00
								Project Total: \$8,302.65	
Sidney Sawyer School									
2016 Sawyer BLR-1 2016-25231-BLR-1									
	Riverside Mechanical Services, Inc.		\$224,947.00	2	\$16,712.40	\$241,659.40	7.43%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
03/29/17	04/11/17	Contractor to provide labor, equipment and material to replace an existing expansion tank and to T&B the system.					Discovered Conditions	3200471	\$5,970.00
								Project Total: \$5,970.00	
LaSalle Language Magnet									
2017 LaSalle II ACD 2017-29101-ACD									
	Murphy & Jones Co., Inc.		\$140,345.00	1	\$4,589.57	\$144,934.57	3.27%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
03/22/17	04/04/17	Contractor to provide labor and material to re-wire existing Air Conditioning unit in MDF Room to closest AC Panel.					Discovered Conditions	3223334	\$4,589.57
								Project Total: \$4,589.57	

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

CPS

**Chicago Public Schools
Capital Improvement Program**

June 2017

These change order approval cycles range from
04/01/2017 to 04/30/2017

5/15/17
Page 2 of 2

CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Jose De Diego Community Academy									
	2016 De Diego MCR	2016-31261-MCR							
	Madison Construction Company		\$10,940,540.00	39	\$675,657.05	\$11,616,197.05	6.18%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
03/24/17	04/10/17	Contractor to provide credit for scope of work that is scheduled to be completed in Phase II of the project.				Allowance Credit		3093138 / 3118027	-\$39,415.00
									Project Total: -\$39,415.00
Dyett High School									
	2016 Dyett CSP	2016-66021-CSP							
	Wight & Company		\$11,050,000.00	64	\$1,462,902.56	\$12,512,902.56	13.24%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
03/21/17	04/10/17	Contractor is to provide labor and material to repair leaking lower drain pans in units S-3 and S-4 in response to the pre-functional testing.				Discovered Conditions		3078956 / 3200473	\$10,998.85
03/23/17	04/10/17	Contractor shall provide all labor, materials, tools, equipment to repair water leaks on select plumbing fixtures in men and women's toilet rooms and locker rooms.				Discovered Conditions			\$79,418.36
08/30/16	04/03/17	Contractor to provide credit for removal of LULA installation from scope.				Allowance Credit			-\$48,715.75
04/03/17	04/04/17	Contractor to provide labor and material to replace defective pool water heater				Discovered Conditions			\$31,521.95
									Project Total: \$73,223.41

Total Change Orders for this Period \$52,670.63

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

100

June 28, 2017

17-0628-PR8

**AUTHORIZE A NEW AGREEMENT WITH OMICRON TECHNOLOGIES, INC TO ORIGINATE,
DISTRIBUTE AND TRACK CPS VENTRA CARD AND LIMITED USE TICKETS (LUTS) SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Omicron Technologies, Inc. to originate, distribute and track CPS Ventra Card and Limited Use Tickets (LUTs) services to the department of Transportation at an estimated annual cost set forth in the Compensation Section of this report. This request was presented to the Single/Sole Source Committee on April 4, 2017 and approved by the Chief Procurement Officer or their designee. Upon approval as a Single Source, the item was published on the Procurement Website on April 4, 2017, found here: <http://cps.edu/procurement>. This item will remain on the Procurement website until June 28, 2017. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. 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 : Hernandez, Miss Patricia / 773-553-2280

VENDOR:

- 1) Vendor # 22049
OMICRON TECHNOLOGIES, INC.
6348 N MILWAUKEE AVE., STE 328
CHICAGO, IL 60646

Lionel Rabb
773 553-8267

Ownership: Lionel Rabb - 100%

USER INFORMATION :

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

TERM:

The term of this agreement shall commence on July 1, 2017 and shall end June 30, 2020. 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 the following agent services for CPS related to its joint ID card Ventra program ("Ventra") with Chicago Transit Authority ("CTA"), as further defined by the specific deliverables listed below in the Deliverables section of this Board Report.

DELIVERABLES:

Vendor will provide the following products and services for the duration of the agreement:

- Centralized card printing, PAN linking, assignment tracking and distribution of black/white design transit fare cards on Ventra card stock.
- Centralized card printing, PAN linking, assignment tracking, and distribution of color school designed student ID and transit fare (Combo) cards on Ventra card stock.
- Maintain and support a help desk and support assistance program for Ventra Card related questions during regular school (Sept - Jun).
- Maintain and support a help desk and support assistance program for Ventra Card related questions during summer school (Jul - Aug).
- Provide CPS-CTA-Cubic liaison and project management services.
- Provide secure storage of blank Ventra card stock.
- Blue Ventra card order processing, PAN linking, assignment to school, packaging, student assignment tracking, and distribution via the CPS Mail Run.
- Limited Use Ticket (LUT) order processing, PAN-linking, assignment tracking, and distribution.
- Card return and reuse system for allowing schools return unused Ventra cards.
- Licensing of software for ordering, managing, distribution, and assignment tracking of CPS Ventra card and LUT inventory for regular schools, and optionally, charter schools, or departments.
- Schools and departments may optionally purchase related equipment, supplies, software, and services from CPS approved Omicron Price List such as ID printers, cameras, label printers, readers/scanners, smartcards, credit card processing, expedited shipping from Omicron for successful implementation of Verify.Net/ConnectNow ID and Ventra Card Ordering application modules.

OUTCOMES:

Vendor's services will result in Ventra card storage, fulfillment, tracking, and management. The services will also i) allow for cost savings through volume card ordering, card reuse system, and visibility of card distribution to prevent fraud and, ii) enable LUT assignment tracking for better accountability and to reduce fraud.

COMPENSATION:

Vendor shall be paid as stated in their agreement.
Estimated annual costs for the three (3) year term are set forth below:
\$330,000 FY18
\$330,000 FY19
\$330,000 FY20

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program), this contract is not further divisible and there are not M/WBE goals for proprietary software contracts.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115
Department of Transportation, Unit 11870
\$330,000 FY18
\$330,000 FY19
\$330,000 FY20
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).

17-0628-PR9

AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH HITACHI CONSULTING CORPORATION FOR MANAGED SERVICE OPERATIONAL SUPPORT FOR ORACLE BASED FINANCE AND PROCUREMENT SYSTEMS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Hitachi Consulting Corporation to provide managed support services for the Board's financial and procurement systems 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 the vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 15-350015

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

VENDOR:

- 1) Vendor # 16092
Hitachi Consulting Corporation
14643 Dallas Parkway Ste 800
Dallas, TX 75254

Adam Schroeder
262 421-8042

Ownership: Hitachi Information And
Telecommunication Systems Global
Holdings Corporation, 99.6%, Publicly Held

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Muppalla, Mr. Prakash

773-553-5643

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 15-0527-PR10, as amended by Board Report 15-0722-PR11) in the amount of \$3,200,000.00 was for a two (2) year term commencing July 14, 2015 and ending July 13, 2017, with the Board having two (2) options to renew for periods of one (1) year each. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 14, 2017 and ending July 13, 2018.

OPTION PERIODS REMAINING:

There is one (1) option to renew for a period of one (1) year remaining.

SCOPE OF SERVICES:

Vendor will continue to provide help desk support, batch schedule and off-hours monitoring, system patching, upgrade support, database administration, change and release management processes and maintenance of systems documentation.

DELIVERABLES:

Vendor will provide the Board with both operational and project based support for the suite of enterprise financial systems as part of this agreement. Vendor will continue to provide ongoing implementation services to ensure the successful transition of daily support. Operational duties include both functional user and technical support of enterprise systems. Vendor's staffing model consists of on-shore and off-shore resources, allowing around the clock operational coverage. Operational duties include both functional user and technical support of enterprise systems. Project based service components include perfective software maintenance and enhancement activities.

1. Implementation and Ongoing Account Management: Vendor will provide a team of transition resources to oversee the smooth migration of system support services from a pool of local consultants. This includes establishment of a CPS support portal, which will contain all critical support documentation for existing applications and functions in the Enterprise Financial Suite. This will also include Knowledge transfer between existing CPS FTE and consulting resources to equivalent positions on the proposed ten person managed services team. This includes the ongoing service delivery model with monthly management reports that will be based on Key Performance Indicators (KPIs). Finally, this will include the ongoing service delivery model with quarterly in-person management (SPRM) meetings with CPS.

2. Application Support Functional/Help Desk: Vendor's staff will provide functional support expertise to financial system end users for escalated issues. This includes Help Desk core service model, User Support (service ticket escalations via CPS approved ticketing software and method), ticket severity matrix and SLA, and training and support documentation and approach.

3. Technical Support (vendor will provide the following technical support services to maintain the existing suite of Oracle products): batch schedule and off hours monitoring, patching, upgrade support, change and release management process, and applications and project documentation database administration.

Project Support: Vendor will provide services in support of project based functional change activity for the Board's enterprise financial systems. This includes perfective support approach, demand management and tracking tools and respondent SDLC practices.

OUTCOMES:

Vendor will provide a managed services team that oversees ongoing operational support and technical maintenance of the Board's enterprise financial systems. Vendor will engage as a single provider for these support services and will transition talent development and retention challenges to that provider. Vendor will ensure the quality of service by agreeing to a service level agreement.

COMPENSATION:

Vendor shall be paid during this renewal period according to the terms of their renewal agreement. The estimated annual cost for the one (1) year agreement is set forth below.

\$1,900,000.00 FY18

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts, the goals for this contract include 30% total MBE and 7% WBE participation. This contract is in full compliance with the goals and has scheduled the following vendors:

Total MBE: 30%
Clarity Partners, LLC
20 N. Clark St., Suite 3600
Chicago, IL 60602
Ownership: David Namkung

Total WBE: 7%

Viva USA
3601 Algonquin Rd., Suite 425
Rolling Meadows, IL 60008
Ownership: Vasanthi Ilangovan

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, General Funds, 12510

\$1,900,000.00, FY18

Not to exceed \$1,900,000.00 for the one (1) year term.
Future year funding is contingent upon budget approval and appropriation.

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).

17-0628-PR10

AUTHORIZE THE FINAL RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR PROJECT BASED SUPPORT OF ORACLE AND PEOPLESFT SYSTEMS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the final renewal agreements for the pre-qualification of various vendors to provide consulting services for ITS related to Oracle-based financial, procurement, and human capital management system improvements to the Board at an estimated annual cost set forth in the Compensation Section of this report. Written documents exercising these options are currently being negotiated. No payment shall be made to any vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 16-350016
Contract Administrator : Matthayasack, Ms. Souly / 773-553-2906

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services
42 West Madison Street
Chicago, IL 60602
Muppalla, Mr. Prakash
773-553-5643

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 16-0427-PR14) in the amount of \$1,750,000.00 were for a term commencing on July 1, 2016 and ending on June 30, 2017 with the Board having one (1) renewal option for a period of one (1) year. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of each agreement is being renewed for one (1) year commencing July 1, 2017 and ending June 30, 2018.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendors will provide project based consulting for Oracle financial, procurement and human capital system improvements to ensure that the Board has resource support for project initiatives in FY18.

DELIVERABLES:

Vendors will continue to address anticipated project work in the following areas:

1. Finance - Anticipate the need for additional programming changes in FY18 in support of new processes and policies around school procurement and budget practices. Recent examples include modifications to school spend limit handling and changes to pension contributions for the central office staff.
2. Human Capital Management systems - Anticipate the need for additional programming changes in FY18 in support of new processes and policies around district recruiting, hiring and onboarding practices. In addition, the need for program changes related to the Family Medical Leave Act and the Short-Term Disability Insourcing project will continue in FY18.

OUTCOMES:

The services will result in improvements to Oracle based financial, procurement, and human capital systems.

COMPENSATION:

The sum of payments to all pre-qualified vendors for the renewal term shall not exceed:

\$2,000,000.00, FY18

Costs associated herewith shall be reported to the Board on a quarterly basis pursuant to Board Rule 7-8.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services and Construction Contracts, the overall MWBE goals for the award are 30% MBE and 7% WBE.

Total MBE - 30%
Mirage Software Inc dba Bourmtec Solutions
1701 E. Woodfield Road, Suite 200
Schaumburg, IL 60173
Contact: Sri Surya Tel

Clarity Partners, LLC
227 W. Monroe St., Suite 3950
Chicago, IL 60606
Contact: Rodney Zech

The iWay Group, Inc.
1717 N Naper Blvd, Suite 200
Naperville, IL 60563
Contact: Tom Zhang

GNC Consulting
21195 S. LaGrange RD.
Frankfort, IL 60423
Contact: Gary Lyons

Senryo Technologies
387 Shuman Blvd. Suite 208E
Naperville, IL 60563
Contact: Dinkar Karumuri

Total WBE - 7%
Blackwell Management Solutions, LLC
1912 Weston Lane
Schaumburg, IL 60173
Contact: Pamela Blackwell

Quad656 LLC
656 E. Swedesford Rd
Wayne, PA 19087
Contact: Matthew Sullivan

The William Everette Group
35 E Wacker Drive, Suite 3900
Chicago, IL 60601
Contact: Ellen Turner

B2B Strategic Solutions, Inc.
150 N. Michigan Ave
Chicago, IL 60601
Contact: Donna C. Bryant

Viva USA Inc.
3601 W. Algonquin Rd, Suite 425
Rolling Meadows, IL 60008
Contact: Scott Campbell

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115 and 427, General and Capital Funds,
Information and Technology Services, 12510
\$2,000,000.00 FY18
Not to exceed \$2,000,000.00 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 # 63035
CLARITY PARTNERS, LLC
20 N. CLARK ST, STE 3600
CHICAGO, IL 60602

Rodney Zech

312 920-0550

Ownership: David C. Namkung 51%, Rodney S. Zech 49% | 4) | Vendor # 87711
MIRAGE SOFTWARE INC DBA BOURNTEC SOLUTIONS INC
1701 EAST WOODFIELD RD
SCHAUMBURG, IL 60173

Sri Surya

224 232-5090

Ownership: Srujana Gudur 100% |
| 2) | Vendor # 94462
COMPUTER AID, INC
10 South LaSalle, Suite 1000
Chicago, IL 60603

Kimberly Doey

630 561-9411

Ownership: Anthony J. Salvaggio 98.94% | 5) | Vendor # 22804
SENRYO INC. DBA SENRYO TECHNOLOGIES
387 SHUMAN BOULEVARD
NAPERVILLE, IL 60563

Jose Blanco

630 355-7429

Ownership: Dinkar Karumuri 100% |
| 3) | Vendor # 87712
GNC CONSULTING, INC
21195 S. LAGRANGE RD.
FRANKFORT, IL 60423

Gary Lyons

815 469-7255

Ownership: Garry Cooper 100% | | |

17-0628-PR11

AUTHORIZE THE ANNUAL RENEWAL AGREEMENT WITH ORACLE AMERICA, INC

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the annual renewal agreement with Oracle America, Inc to provide technical support for Oracle software that is used to manage the Board's finance and human resources activities 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 their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

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

VENDOR:

- 1) Vendor # 89823
ORACLE AMERICA, INC
500 ORACLE PARKWAY
REDWOOD SHORES, CA 94065

Ryan Pike
406 556-3420

Ownership: Oracle Corporation - 100%
(Publicly Traded)

USER INFORMATION :

Project
 Manager: 12510 - Information & Technology Services
 42 West Madison Street
 Chicago, IL 60602
 Muppalla, Mr. Prakash
 773-553-5643

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 05-1026-PR6 as amended by Board Report 06-0222-PR7) in the amount of \$1,828,610.66 was for a term commencing October 1, 2005 and ending June 30, 2006, with the Board having two (2) options to renew for periods of one (1) year each. The agreement was subsequently renewed through June 30, 2007, with unlimited options to renew (authorized by Board Report 06-0628-PR22 as amended by 07-0425-PR9) and further extended through June 30, 2008 (authorized by Board Report 07-0627-PR15). The agreement was further extended through June 30, 2009 (authorized by Board Report 08-0625-PR20). The agreement was further extended through June 30, 2010 (authorized by Board Report 09-0624-PR20) and further extended through June 30, 2011 (authorized by Board Report 10-0922-PR11). The agreement was further extended through June 30, 2012 (authorized by Board Report 11-0622-PR16). The agreement was further extended through June 30, 2013 (authorized by Board Report 12-0627-PR24). The agreement was further extended through June 30, 2014 (authorized by Board Report 13-0626-PR27). The agreement was further extended through June 30, 2015 (authorized by Board Report 14-0625-PR32). The agreement was further extended through June 30, 2016 (authorized by Board Report 15-0722-PR16). The agreement was further extended (authorized by Board Report 16-0622-PR6) in the amount of \$3,600,000.00 for a term commencing July 1, 2016 and ending on June 30, 2017. The original agreement was awarded on a non-competitive basis because the Oracle software is the only software that provides the functionality required by the Board's integrated financial systems.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 1, 2017 and ending June 30, 2018.

OPTION PERIODS REMAINING:

There are unlimited options to renew technical support on an annual basis.

SCOPE OF SERVICES:

Vendor will continue to provide technical support to allow the Board to operate integrated financial and HR systems connecting accounts receivable, cash management, treasury, general ledger, budget, payroll, position control, and procurement processes.

DELIVERABLES:

Vendor will continue to provide software to allow the Board to operate an integrated financial and HR system connecting accounts receivable, cash management, treasury, general ledger, budget, payroll, position control and procurement processes. The financial system allows CPS to access and update budgetary information with respect to both school and administrative units. The financial system also gives school administrators up-to-date detailed information about dollars associated with programs including funds disbursed, encumbrances, positions, and allocations.

OUTCOMES:

Vendor's software program will further secure the Board's critical data.

COMPENSATION:

Vendor shall be paid during this option period as follows:
 Paid in quarterly installments upon invoicing.

Estimated annual costs for this option period are set forth below:

\$4,000,000.00, FY18

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This contract is for proprietary software with a scope of work that is not further divisible. Therefore, no MWBE goals were set for this contract. All project level change initiatives requiring service hours are sourced from a separate vendor pool with 100% MBE participation.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, General Funds, 12510

\$4,000,000.00, FY18

Not to exceed \$4,000,000.00 for the one (1) year term.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

17-0628-PR12

AUTHORIZE A NEW AGREEMENT WITH AON CONSULTING, INC. FOR ACTUARIAL SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Aon Consulting, Inc. to provide Actuarial Services to the Finance Department 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 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event their 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 : Sinnema, Mr. Ethan Cedric / 773-553-5180
CPOR Number : 17-0609-CPOR-1854

VENDOR:

- 1) Vendor # 97631
AON CONSULTING, INC.
200 EAST RANDOLPH
CHICAGO, IL 60601

Ken Lining
312 381-4184

Ownership: Aon Plc -100% - Publicly
Traded Firm

USER INFORMATION :

Project
Manager: 12610 - Budget & Management Office

42 West Madison Street

Chicago, IL 60602

Mack, Mr. Cameron S.

773-553-1571

TERM:

The term of this agreement shall commence on July 1, 2017 and shall end on June 30, 2018. This agreement shall have three (3) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide actuarial services for the Department of Finance. Services include alerting CPS to developments and potential changes to the Chicago Teachers' Pension Fund (CTPF) with meaningful financial impact on the District, providing estimates on the financial impact of legislative and/or administrative pension changes to CTPF upon request, and diagnosing annual changes to CTPF assets and liabilities.

DELIVERABLES:

Emails with developing events, analysis of legislative and/or administrative changes (averages 1-3 months), annual reconciliation of Underfunded Actuarial Accrued Liability (UAAL), and reviews of pension information in CPS bond disclosure documents.

OUTCOMES:

Vendor will provide a timely and high quality analysis of legislative, legal, administrative, business, political actions and proposals that could have a financial impact on CPS through changes to the required contributions to the CTPF. The analysis shall include a forecast comparison to baseline, including a comparison of employer contributions, UAAL, and funding percentages under such changes. Annual UAAL reconciliation shall diagnose changes in liabilities and assets year-over-year, including the proportion of variables' impact on the UAAL.

COMPENSATION:

Vendor shall be paid according to the terms of the agreement. Estimated annual costs for the one (1) year term are set forth below:

\$125,000.00, FY18

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 Budget Director to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a full waiver as scope of services is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Department of Finance, Unit 12610
\$125,000.00 FY18

Future year funding is contingent upon budget approval and appropriation.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

President Clark indicated that if there are no objections, Board Reports 17-0628-EX1 through 17-0628-EX3, 17-0628-OP1, and 17-0628-PR1 through 17-0628-PR12, with the noted abstentions, would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 17-0628-EX1 through 17-0628-EX3, 17-0628-OP1, and 17-0628-PR1 through 17-0628-PR12 adopted.

17-0628-EX4

REPORT ON PRINCIPAL CONTRACTS (NEW)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

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

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

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

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Shelley Cordova	Contract Principal Armour	Contract Principal Greene Network: 8 P.N. 121919 Commencing: 07/01/17 Ending: 06/30/21
Sheila Morris	Assistant Principal Owen	Contract Principal Owen Network: 10 P.N.136762 Commencing: 08/06/17 Ending: 08/05/21
Amy Vondra	Assistant Principal Wells H.S.	Contract Principal Hamilton Network: ISP P.N. 119070 Commencing: 07/01/17 Ending: 06/30/21

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

AFFIRMATIVE ACTION STATUS: None.

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

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2017-2018 school budget.

17-0628-EX5

REPORT ON PRINCIPAL CONTRACTS (RENEWALS)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of the contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #09-0722-EX5 and #14-0625-EX12.

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

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contract and terminates on the date specified in the contract.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Wanda Carey	Contract Principal Cather	Contract Principal Cather Network: 5 P.N. 120961 Commencing: 07/19/17 Ending: 07/18/21
Michael Durr	Contract Principal Hope H.S	Contract Principal Hope H.S. Network: 11 P.N. 125610 Commencing: 10/27/17 Ending: 10/26/21
Patrick McGill	Contract Principal Westinghouse H.S.	Contract Principal Westinghouse H.S. Network: 5 P.N. 406683 Commencing: 10/21/18 Ending: 10/20/22
Christine Munns	Contract Principal Sauganash	Contract Principal Sauganash Network: 1 P.N. 111694 Commencing: 09/01/17 Ending: 08/31/21
Chad Weiden	Contact Principal Edgebrook	Contract Principal Edgebrook Network: ISP Commencing: 7/1/17 Ending: 6/30/21
Michelle Willis	Contract Principal Gillespie	Contract Principal Gillespie Network: 12 P.N. 130292 Commencing: 7/1/17 Ending: 6/30/21

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

AFFIRMATIVE ACTION STATUS: None.

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

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2017-2018 school budgets.

17-0628-AR1

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. **Extend the rescission dates contained in the following Board Reports to August 23, 2017 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. 16-0323-PR5: Authorize the First Renewal Agreement with Constellation Newenergy, Inc. for The Supply of Electricity.
Services: Supply of Electricity
User Group: Facility Operations & Maintenance
Status: In negotiations
 2. 16-0427-EX6: Authorize Renewal of the LEARN Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

3. 16-0427-EX9: Amend Board Report 15-0527-EX27: Amend Board Report 14-0723-EX4: Amend Board Report 14-0528-EX16; Amend Board Report 13-0724-EX3: Amend Board Report 13-0522-EX3: Approve Entering into Agreements with Various Providers for Alternative Learning Opportunities Program Services.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
4. 16-0427-EX10: Amend and Ratify Board Report 15-1216-EX2: Amend Board Report 15-0527-EX22: Amend Board Report 14-1022-EX4: Amend Board Report 12-0328-EX11: Approve the Renewal of the Charter School Agreement with Chicago Charter School Foundation (Chicago International Charter School.)
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
5. 16-0427-EX14: Amend Board Report 15-1028-EX7: Amend Board Report 15-0624-EX7: Amend Board Report 14-0423-EX9: Amend Board Report 14-0226-EX9: Approve the Renewal of the Charter School Agreement with Noble Network of Charter Schools.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
6. 16-0427-EX22: Amend Board Report 15-1028-EX6: Amend Board Report 15-0624-EX6: Amend Board Report 14-0122-EX7: Amend Board Report 13-0522-EX104: Amend Board Report 13-0424-EX7: Amend Board Report 12-0328-EX9: Amend Board Report 12-0125-EX3: Approve the Renewal of the Charter School Agreement with Academy of Communications and Technology Charter School/KIPP Chicago Schools (KIPP Chicago Charter Schools).
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
7. 16-0727-OP1: Approve Entering into an Intergovernmental Agreement with the County of Cook for the Lease of the Hanson Park Fieldhouse Site Located at Approximately 5501 W. Fullerton Avenue and Authorize Public Building Commission to Convey Title of the Hanson Park Property to the City of Chicago in Trust for Use of Schools.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
8. 16-0727-PR1: Authorize a New Software License Agreement with Faria Systems for International Baccalaureate Managebac Software.
Services: Software License Agreement
User Group: Teaching and Learning Office
Status: In negotiations
9. 16-0727-PR3: Amend Board Report 15-1028-PR14: Authorize New Agreements with Various Vendors for Integrated Pest Management Services.
Services: Integrated Pest Management
User Group: Facility Operations & Maintenance
Status: The amendment to add Zone 12 to Pest Pros Unlimited, LLC is with the vendor for signature.
10. 16-0928-PR2: Authorize a New Master Agreement with Academy for Urban School Leadership for Professional Development, Management Consulting and Turnaround Services.
Services: Professional Development, Management Consulting and Turnaround Services
User Group: Network Support
Additional Action: This Matter was inadvertently omitted from the April 26, 2017 Rescission Board Report. The extension of the rescission date is ratified to take effect as of the prior date thereby extending the rescission date to July 26, 2017.
11. 16-1026-PR13: Authorize New Agreements with Various Vendors for Defined Contribution Retirement Services.
Services: Retirement Services
User Group: Talent office
Status: In negotiations
12. 16-1207-EX4: Authorize Renewal of the Catalyst Maria Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
13. 16-1207-EX5: Authorize Renewal of the Chicago Excel Academy Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

14. 16-1207-EX6: Authorize Renewal of the Chicago International Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

15. 16-1207-EX7: Authorize Renewal of the Instituto Justice and Leadership Academy Charter High School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

16. 16-1207-EX8: Authorize Renewal of the KIPP Chicago Charter Schools Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

17. 16-1207-EX9: Authorize Renewal of the Legal Prep Charter Academy Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

18. 16-1207-EX10: Authorize Renewal of the Montessori School of Englewood Charter Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

19. 16-1207-EX11: Authorize Renewal of the Perspectives Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

21. 16-1207-EX12: Authorize Renewal of the Polaris Charter Academy Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

22. 16-1207-EX13: Authorize Renewal of the Providence Englewood Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

23. 17-0125-PR12: Authorize a New License Agreement with Google Corporation for Enterprise Email, Collaboration and Archiving Software and Implementation and Archiving Services.
Services: Enterprise Email, Collaboration and Archiving Software and Implementation and Archiving
User Group: Information & Technology Services
Status: In negotiations

24. 17-0322-PR4: Authorize the Second Renewal Agreements with Various Vendors For The Purchase of Specialized Adapted Equipment, Testing Materials, Maintenance, Training and Warranty Services.
Services: Purchase of Specialized Adapted Equipment, Testing Materials, Maintenance, Training and Warranty Services
User Group: Diverse Learner Supports & Services
Status: In negotiations

25. 17-0322-PR8: Authorize the Final Renewal Agreement with Aramark Educational Services, LLC d/b/a Aramark Education K-12 for Food Services Management
Services: Food Service Management
User Group: Nutrition Support 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 Clark thereupon declared Board Reports 17-0628-EX4, 17-0628-EX5, and 17-0628-AR1 accepted.

The Secretary presented the following Statement for the Public Record:



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

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

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

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

Board Rule 5-14 delegates to the Senior Vice President of Finance and the Chief Financial Officer the authority to annually determine the estimate of property taxes to be levied as required under 35 ILCS 200/18-60 and to report that estimate to the Board through the Office of the Secretary of the Board.

Board Rule 5-14 also requires that not less than 20 days prior to the adoption of the Board's aggregate levy, the Senior Vice President of Finance or the Chief Financial Officer shall determine the amounts of money estimated to be necessary to be raised by taxation for that fiscal year upon taxable property in the district and that the estimate shall be deemed an act of the corporate authority upon receipt of the Senior Vice President of Finance's and Chief Financial Officer's report of the estimate by the Secretary of the Board.

The Senior Vice President of Finance and the Chief Financial Officer hereby estimates that the amount of money necessary to be raised by taxation upon the taxable property in the district as defined in Section 18-60 of the Code is \$2,786,714,724 and certifies that this estimated amount is less than the limit defined in Section 18-70 of the Code.

This report is filed with the Secretary of the Board this 28th day of June, 2017

OMNIBUS

At the Regular Board Meeting held on June 28, 2017, the foregoing motions, reports and other actions set forth from number 17-0628-MO1 through 17-0628-MO3 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

President Clark abstained on Board Reports 17-0628-EX3 and 17-0628-OP1.

ADJOURNMENT

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

President Clark thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting held on June 28, 2017 held at the CPS Loop Office, 42 W. Madison Street, Garden Level, Board Room, Chicago, Illinois, 60602.

**Estela G. Beltran
Secretary**

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