

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

Regular Meeting-Wednesday, May 23, 2012 10:30 A.M. (125 South Clark Street)

Published by the Authority of the Chicago Board of Education

David J. Vitale President

Estela G. Beltran Secretary

ATTEST:

Secretary of the Board of Education

of the City of Chicago

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

PRESENT: Dr. Hines, Mr. Ruiz, Mr. Sierra, Ms. Zopp, and President Vitale – 5

ABSENT: Dr. Bienen, and Ms. Pritzker – 2

ALSO PRESENT: Mr. Jean Claude Brizard, Chief Executive Officer, Mr. Patrick J. Rocks, General Counsel.

ABSENT: Ms. Jessenia Martinez, Honorary Student Board Member – 1

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

President Vitale thereupon opened the floor to the CEO Report segment of the Board Meeting. Mr. Jean Claude Brizard, Chief Executive Officer proceeded with the following presentations: Akeshia Craven, Officer, Pathways to College and Career gave a presentation on the Resolution Regarding Elementary Promotion Requirements [12-0523-RU1]. Harrison Peters, Chief of Schools, Far South Side Network and Elizabeth Dozier, Principal, Fenger High School gave a presentation on Christian Fenger High School: Then & Now. Sean Stalling, Chief of Schools, South Side High School Network and Douglas Maclin, Principal, Chicago Vocational Career Academy gave a presentation on Chicago Vocational Career and Achievement Academies. Sean Stalling gave a presentation on South Shore International College Prep and Mr. Jean Claude Brizard gave a presentation on Shields Middle School.

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

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

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

Dr. Hines presented the following Motion:

12-0523-MO1

#### MOTION TO HOLD A CLOSED SESSION

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

- information, regarding appointment, employment, compensation discipline, performance,
   or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act;
- (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act;
- (3) the purchase or lease of real property for the use of the Board pursuant to Section 2(c)(5) of the Open Meetings Act;

- (4) the setting of a price for the sale or lease of real property owned by the Board pursuant to Section 2(c)(6) of the Open Meetings Act;
- (5) security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act;
- (6) matters relating to individual students pursuant to Section 2(c)(10) of the Open Meetings

  Act:
- (7) pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act; and
- (8) discussion of closed session minutes pursuant to Section 2(c)(21) of the Open Meetings Act, including audio tapes created pursuant to Section 2.06 of the Open Meetings Act.

Board Member Sierra moved to adopt Motion 12-0523-MO1.

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

Yeas: Dr. Hines, Mr. Ruiz, Mr. Sierra, Ms. Zopp, and President Vitale - 5

Nays: None

President Vitale thereupon declared Motion 12-0523-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 May 23, 2012, beginning at 2:42 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6<sup>th</sup> Floor, and Chicago Illinois 60603.
- (2) PRESENT: Dr. Hines, Mr. Ruiz, Mr. Sierra, Ms. Zopp, and President Vitale 5
- (3) ABSENT: Dr. Bienen, and Ms. Pritzker 2
  - A. Other Reports
  - B. Warning Resolutions
  - C. Terminations
  - D. Personnel
  - E. Collective Bargaining
  - F. Real Estate
  - G. Security
  - H. Closed Session Minutes
  - I. Individual Student Matters

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

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

Members absent after Closed Session: - Dr. Bienen, and Ms. Pritzker - 2

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

#### 12-0523-AR3

### AUTHORIZE RETENTION OF THE LAW FIRM HINSHAW & CULBERTSON, LLP

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the law firm Hinshaw & Culbertson, LLP.

**DESCRIPTION:** The General Counsel recommends retention of the law firm of Hinshaw & Culbertson, LLP. The firm will provide legal services to the Board in the defense of *John Doe et al. v. Board of Education*, Cook County Circuit Court No. 12 L 003953. Authorization for the firm's services is requested in the amount of \$50,000. 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.**

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### President Vitale thereupon declared Board Report 12-0523-AR3 accepted.

#### 12-0523-AR4

### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR CORA L. BUTLER - CASE NO. 08 WC 24523

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Cora L. Butler, Case No. 08 WC 24523 and subject to the approval of the Illinois Commission, in the amount of \$154,867.01.

**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.

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 12-0523-AR5

### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR PATRICK HENEGHAN - CASE NO. 10 WC 1067

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Patrick Heneghan, Case No. 10 WC 1067 and subject to the approval of the Illinois Commission, in the amount of \$73,119.20.

**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: No

Not applicable

FINANCIAL:

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 12-0523-AR6

### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR DAVID MALLER - CASE NO. 08 WC 14790

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of David Maller Case No. 08 WC 14790 and subject to the approval of the Illinois Commission, in the amount of \$190,000.00.

**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 2012 ......\$190.000.00

#### PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 12-0523-AR7

### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR LYNDA MAYSTER - CASE NO. 07 WC 37959

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Lynda Mayster, Case No. 07 WC 37959 and subject to the approval of the Illinois Commission, in the amount of \$52,342.30.

**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 2012......\$52,342.30

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 12-0523-AR8

### WORKERS' COMPENSATION - SETTLEMENT OF CLAIM FOR WAIVER OF 5-B LIEN JACQUELINE A. SPROTT - CASE NO. 09 WC 51053

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized waiver of 5(b) lien in the amount of \$90,000.00 in the Workers' Compensation claim of Jacqueline A. Sprott Case No. 09 WC 51053.

**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: None (Board will waive the potential \$90,000.00 recovery on 5(b) lien).

PERSONNEL IMPLICATIONS: None.

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 12-0523-AR9

#### APPROVE PAYMENT OF PROPOSED SETTLEMENT REGARDING KATRINA W. AND A.A.

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

**DESCRIPTION:** Pursuant to the settlement agreement tentatively reached in Case No. 12 C 3, involving the claims for attorney's fees and costs of minor A.A.'s parent (Katrina W.), individually and as next friend of A.A., the Board and plaintiffs have reached a settlement, subject to Board approval, disposing of all A.A.'s and A.A.'s parent's claims for attorneys' fees, and costs associated with the underlying proceedings. The General Counsel recommends approval of the settlement, which includes the payment of sixty-four thousand dollars (\$64,000 00) for all of A.A.'s parent's claims for attorneys' fees and costs.

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

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

FINANCIAL: Charge \$64,000.00 as described above to Law Department

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

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13 1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

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

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

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

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

#### 12-0523-AR10

#### APPROVE PAYMENT OF PROPOSED SETTLEMENT REGARDING JACKIE K. AND JAYLEN K.

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

**DESCRIPTION:** Pursuant to the tentative settlement agreement reached in Jaylen K., and Jackie K., Individually and Next Friend of Jaylen K., v. Board of Education of the City of Chicago, Case No. 11 CV 8359, involving the claims for attorney's fees and costs of minor Jaylen K.'s parent (Jackie K.), individually and as next friend of Jaylen K., the Board and plaintiffs have reached a settlement, subject to Board approval, disposing of all Jaylen K.'s and Jaylen K.'s parent's claims for attorneys' fees and costs associated with the underlying proceedings. The General Counsel recommends approval of the settlement, which includes the payment of fifty-nine thousand dollars (\$59,000.00) for all of Jaylen K.'s and Jaylen K.'s parent's claims for attorneys' fees and costs.

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

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

FINANCIAL: Charge \$59,000.00 as described above to Law Department

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

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13 1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

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

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

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

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

#### 12-0523-AR11

#### APPROVE SETTLEMENT AGREEMENT WITH REPUBLIC SERVICES, INC.

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:

DESCRIPTION: After Republic Services, Inc., acquired Board vendor Allied Waste Industries, Inc., it received information suggesting that an Allied employee had allowed three MWBE subcontractors on Allied contracts with the Board to subcontract portions of their Long-Haul Waste Hauling work to two non-MWBE companies. Republic retained a retired federal prosecutor to investigate the report, terminated the employee who allowed the subcontracting, and shared the results of Its investigation with the United States Altorney; ceased using the three MWBE Long Haul Waste Hauling Companies and replaced them with other MWBE companies; created and instituted a comprehensive nationwide MWBE compliance program; and set in place efforts to "over spend" ("Overspending Efforts") with the MWBE firms on the existing Contracts with the Board in order to reduce the shortfall it calculated to exist. In addition, Republic has offered to pay the Board the sum of \$254,641.00 as a fine, in exchange for a release from liability and an agreement not to seek to debar Republic or Allied. Republic reached a similar agreement with the City recently.

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

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

FINANCIAL: Republic Services, Inc. will pay the Board \$254,641.00 in settlement of this claim

Budget Classification Fiscal Year 2012 11880-230-45135-254021-000000

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

#### **GENERAL CONDITIONS:**

Inspector General - Each party to the agreement shall acknowledge, in accordance with 105 ILCS 5/34-13 1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21/3 which restrict the employment of or the letting of contracts to, former Board Members during the one year period following expiration or other termination of their terms of office.

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

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

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

Yeas: Dr. Hines, Mr. Ruiz, Mr. Sierra, Ms. Zopp, and President Vitale - 5

Nays: None

President Vitale thereupon declared Board Reports 12-0523-AR4 through 12-0523-AR11 adopted.

12-0523-AR12

### APPOINT ASSISTANT GENERAL COUNSEL DEPARTMENT OF LAW (PATRICIA KENDALL)

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective July 2, 2012.

**DESCRIPTION:** 

NAME: FROM: TO:

Patricia Kendall New Employee Functional Title: Professional V

External Title: Assistant General Counsel

Pay Band: 7 Department of Law Position No. 244970

Flat rate

Annual Salary: \$92,000.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

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

President Vitale indicated that if there were no objections, Board Report 12-0523-AR12 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 12-0523-AR12 adopted.

RATIFY TENTATIVE AGREEMENTS FOR JULY 1, 2012 TO JUNE 30, 2017 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AND UNITE HERE, LOCAL NO. 1

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

That the Board approve and ratify a tentative agreement for a collective bargaining agreement between the Board of Education of the City of Chicago and Unite Here, Local 1, covering the period of July 1, 2012 to June 30, 2017.

**DESCRIPTION:** On April 16, 2012, representatives of the Chief Executive Officer reached a tentative agreement with representatives of Unite Here, Local 1 with respect to the terms and conditions of employment of employees in the Unite Here, Local 1 bargaining unit. The Chief Executive Officer and his representatives have fully briefed the Board on the terms of the tentative agreement. Representatives of Unite Here, Local 1 have advised the Chief Executive Officer's representatives that employees in the bargaining unit have ratified the tentative agreement. The Chief Executive Officer recommends that the Board ratify that agreement. A copy of the fully executed agreement will be placed on file in the Board's offices.

LSC REVIEW: Not applicable.

**FINANCIAL:** Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, the expenditures are deemed to be contingent liabilities only, subject to appropriations in the FY13, FY14, FY15, FY16 and FY17 Budgets.

President Vitale indicated that if there were no objections, Board Report 12-0523-EX8 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 12-0523-EX8 adopted.

#### 12-0523-EX9

### TRANSFER AND APPOINT OFFICER OF NETWORK SUPPORT (Steven Gering)

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

**FROM** 

Transfer and appoint Steven Gering to the position of Officer of Network Support, effective May 24, 2012, at the salary set forth below;

<u>TO</u>

#### **DESCRIPTION:**

NAME

Steven Gering	External Title: Chief of Leadership Development Functional Title: Officer Position No.: 419725 Basic Salary: \$175,000 Pay Band: A09	External Title: Officer of Network Support Functional Title: Officer Position No.: 454738 Basic Salary. \$175,000 (0% increase) Pay Band: A09 Budget Classification: 10810.115.52100.231117 000000
LSC REVIEW:	Local School Council review is not app	plicable 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 approva	il of this action is contained in the FY12 department budget

#### TRANSFER AND APPOINT LABOR RELATIONS OFFICER

(Joseph Moriarty)

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Joseph Moriarty to the position of Labor Relations Officer, effective July 1, 2012 at the salary set forth below;

#### DESCRIPTION:

NAME FROM TO

Joseph Moriarty External Title: Deputy General External Title: Labor Relations Officer

Counsel Functional Title: Officer Functional Title: Senior Manager Position No.: 258863

Position No.: 245083 Basic Salary: \$150,000 (15.66% increase)

Basic Salary: \$129,695.21 Pay Band: A09

Pay Band: A08 Budget Classification: 10710-115-52100-23160-000000

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

AFFIRMATIVE

ACTION STATUS: Not applicable.

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

PERSONNEL

IMPLICATIONS: The position to be affected by approval of this action is contained in the FY12 department budget

#### 12-0523-EX11

#### APPROVE APPOINTMENT OF CURRICULUM AND INSTRUCTION OFFICER

(Teresa Walter)

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Approve the appointment of Teresa Walter to the position of Curriculum and Instruction Officer, effective July 5 2012, at the salary set forth below:

#### **DESCRIPTION:**

NAME FROM TO

Teresa Walter New Employee External Title: Curriculum and Instruction Officer

Functional Title: Officer Position No.: 457093 Basic Salary: \$152,500.00

Pay Band: 09

Budget Classification 10835-115-51100-232102-000000

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

AFFIRMATIVE

ACTION STATUS: Not applicable.

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

The Curriculum and Instruction Officer is provided with a stipend for relocation expenses at \$7,500 which is subject to repayment in whole to the Board in the event this employee's

employment is voluntarily terminated within 12 months of this Board Report

PERSONNEL

IMPLICATIONS: The position to be affected by approval of this action is contained in the FY12 department

budget.

#### APPROVE APPOINTMENT OF EARLY CHILDHOOD EDUCATION OFFICER (Elizabeth Mascitti-Miller)

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Approve the appointment of Elizabeth Mascitti-Miller to the position of Early Childhood Education Officer, effective June 1, 2012, at the salary set forth below,

#### **DESCRIPTION:**

NAME **FROM** TO

Elizabeth Mascitti-Miller New Employee External Title: Early Childhood Education Officer

Functional Title: Officer Position No.: 328678 Basic Salary. \$160,000.00

Pay Band: 09

Budget Classification: 11360,115,51100,111066,376619

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

**AFFIRMATIVE** 

**ACTION STATUS:** Not applicable.

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

The Early Childhood Education Officer is provided with a \$10,000 sign-on bonus to serve as a retention bonus, and a relocation stipend of \$12,500. Both lump sum amounts are subject to repayment in whole to the Board in the event this employee's employment is

voluntarily terminated within 24 months of this Board Report

**PERSONNEL** 

IMPLICATIONS: The position to be affected by approval of this action is contained in the FY12 department

President Vitale indicated that if there were no objections, Board Reports 12-0523-EX9 through 12-0523-EX12 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0523-EX9 through 12-0523-EX12 adopted.

12-0523-EX13

#### WARNING RESOLUTION - JOYCE COOPER. PRINCIPAL, HIRSCH HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION

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

That the Chicago Board of Education adopt a Warning Resolution for Joyce Cooper and that a copy of this Board Report and Warning Resolution be served upon Joyce Cooper.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Joyce Cooper, Principal, to inform her that she has

engaged in unsatisfactory conduct.

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

Resolution.

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

**ACTION REVIEW:** None

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

PERSONNEL

IMPLICATIONS: None

#### 12-0523-EX14

WARNING RESOLUTION -- SONJA JAMES, PRINCIPAL, PARKMAN ELEMENTARY SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION

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

That the Chicago Board of Education adopt a Warning Resolution for Sonja James and that a copy of this Board Report and Warning Resolution be served upon Sonja James.

#### **DESCRIPTION:**

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Sonja James, Principal, to inform her that she has engaged in unsatisfactory conduct.

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

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

**AFFIRMATIVE** 

ACTION REVIEW: None.

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

**PERSONNEL** 

IMPLICATIONS: None

#### 12-0523-EX15

### WARNING RESOLUTION – JOHN BARNES TENURED TEACHER, ROALD AMUNDSEN HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

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

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

#### **DESCRIPTION:**

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to John Barnes, to inform you that you have engaged in unsatisfactory conduct.

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

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

**AFFIRMATIVE** 

**ACTION REVIEW:** None.

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

**PERSONNEL** 

IMPLICATIONS: None

#### 12-0523-EX16

#### WARNING RESOLUTION - LINCOLN BROWN TENURED TEACHER, PHILLIP MURRAY ELEMENTARY LANGUAGE ACADEMY

#### TO THE CHICAGO BOARD OF EDUCATION:

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

That the Chicago Board of Education adopts the Warning Resolution for Lincoln Brown and that a copy of this Board Report and Warning

Resolution be served upon Lincoln Brown.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Lincoln Brown, to inform you that you have

engaged in unsatisfactory conduct.

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

Resolution.

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

**AFFIRMATIVE** 

**ACTION REVIEW:** None.

FINANCIAL: This action is of no cost to the Board

**PERSONNEL** 

IMPLICATIONS: None.

#### 12-0523-EX17

#### WARNING RESOLUTION - MICHAEL CAMPBELL TENURED TEACHER - ROBERTO CLEMENTE COMMUNITY ACADEMY

#### TO THE CHICAGO BOARD OF EDUCATION

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

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

**DESCRIPTION:** 

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

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Michael Campbell 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 Michael Campbell.

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

**AFFIRMATIVE** 

**ACTION REVIEW:** None

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

**PERSONNEL** 

IMPLICATIONS: None

#### 12-0523-EX18

WARNING RESOLUTION – MATTHEW FASANA, TENURED TEACHER, LAKE VIEW HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION

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

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

#### **DESCRIPTION:**

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

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

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

**AFFIRMATIVE** 

**ACTION REVIEW: None** 

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

PERSONNEL

IMPLICATIONS: None.

#### 12-0523-EX19

WARNING RESOLUTION - MICHELLE FELTON, TENURED TEACHER, MASON 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 Michelle Felton and that a copy of this Board Report and Warning Resolution be served upon Michelle Felton.

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Michelle Felton, 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 Michelle Felton, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

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

**AFFIRMATIVE** 

ACTION REVIEW: None.

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

**PERSONNEL** 

IMPLICATIONS: None.

#### 12-0523-EX20

#### WARNING RESOLUTION - SHIRLEY HORN-ROSE TENURED TEACHER - PARK MANOR ELEMENTARY SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

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

That the Chicago Board of Education adopts the Warning Resolution for Shirley Horn-Rose and that a copy of this Board Report and Warning Resolution be served upon Shirley Horn-Rose.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Shirley Horn-Rose, Tenured teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Shirley Horn-Rose 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.

### WARNING RESOLUTION – LEOTHA JONES TENURED TEACHER. ASSIGNED TO CITYWIDE REASSIGNED TEACHERS POOL

#### TO THE CHICAGO BOARD OF EDUCATION

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

That the Chicago Board of Education adopt a Warning Resolution for Leotha Jones and that a copy of this Board Report and Warning Resolution be served upon Leotha Jones.

**DESCRIPTION:** 

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

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

Nesolution

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

**AFFIRMATIVE** 

ACTION REVIEW: None.

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

**PERSONNEL** 

IMPLICATIONS: None.

#### 12-0523-EX22

#### WARNING RESOLUTION - EDIE SMITH, TENURED TEACHER. MASON 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 Edie Smith and that a copy of this Board Report and Warning Resolution be served upon Edie Smith.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Edie Smith, 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 Edie Smith, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

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

AFFIRMATIVE

**ACTION REVIEW: None.** 

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

PERSONNEL

IMPLICATIONS: None

President Vitale indicated that if there were no objections, Board Reports 12-0523-EX13 through 12-0523-EX22 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0523-EX13 through 12-0523-EX22 adopted.

#### 12-0523-RS4

### RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF JOHNNY DAOUD, FOURTH YEAR PROBATIONARY TEACHER, ASSIGNED TO MCPHERSON ELEMENTARY SCHOOL

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

WHEREAS, after the conclusion of the dismissal hearing that was afforded to Johnny Daoud, the Hearing Officer made written findings of fact and conclusions of law, and recommended that Johnny Daoud be reinstated to employment; 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, any exceptions submitted by the parties, and recommendation of Hearing Officer Alexander regarding the dismissal charges preferred against Johnny Daoud; and

WHEREAS, the Board of Education of the City of Chicago finds that the facts and assessment of witness credibility as found by the Hearing Officer constitute cause and grounds for partial rejection of the Hearing Officer's conclusions and for the discharge of Johnny Daoud, and

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

Section 1: After considering (a) the Hearing Officer's findings of fact, conclusions of law and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memoranda of law submitted by the parties, the Board of Education of the City of Chicago accepts the recommendation of the Hearing Officer, with the exceptions noted in the Appendix to this Resolution, and rejects her recommendation:

Section 2: Johnny Daoud is hereby dismissed from his employment with the Board of Education of the City of Chicago effective May 23, 2012, for the reasons stated here and in a separate Opinion and Order adopted as part of this Resolution.

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

THEREFORE, this Resolution is herby adopted by the members of the Board of Education of the City of Chicago on May 23, 2012.

#### 12-0523-RS5

### RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF MONA HICKS, TENURED TEACHER, ASSIGNED TO ROBERTO CLEMENTE COMMUNITY ACADEMY HIGH SCHOOL

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

WHEREAS, after the conclusion of the dismissal hearing that was afforded to Mona Hicks, the Hearing Officer made written findings of fact and conclusions of law, and recommended the dismissal of Mona Hicks; 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 Wieland regarding the dismissal charges preferred against Mona Hicks; 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 finds that the facts as found by the Hearing Officer constitute cause and grounds for the dismissal of Mona Hicks.

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

Section 1: After considering the Hearing Officer's findings of fact, conclusions of law and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memoranda of law submitted by the parties, the Board of Education of the City of Chicago accepts the recommendation of the Hearing Officer.

Section 2: Mona Hicks is hereby dismissed from her employment with the Board of Education of the City of Chicago.

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

THEREFORE, this Resolution is herby adopted by the members of the Board of Education of the City of Chicago on May 23, 2012.

#### 12-0523-RS6

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

WHEREAS, on May 10, 2012 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Policy 04-0728-PO1:

Name	School	Effective Date
Linda Crawford	Hanson Park Elementary	May 23, 2012
Miguel Gutierrez	Nicholas Senn High School	May 23, 2012
Jonathan Johnson	Hope College Preparatory High School	May 23, 2012
Lisa Myles	Mount Greenwood School	May 23, 2012
Charles Zito	Adlai E Stevenson School	May 23, 2012

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

#### 12-0523-RS7

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

WHEREAS, May 10, 2012, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teacher pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84:

Name	School	Effective Date
Candace Davis	Robert Fulton School	May 23, 2012

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

I would like to note for the record that on May 17, 2012 the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss a Probationary Appointed Teacher Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. His recommendation included the name of the Teacher affected and the reason. He also noted that the Teacher affected will be notified of their dismissal after adoption of this resolution.

#### 12-0523-RS8

### RESOLUTION AUTHORIZING THE HONORABLE TERMINATION OF REGULARLY CERTIFIED AND APPOINTED TEACHERS

WHEREAS, the Chicago Board of Education ("Board") has the power under Sections 34-8.1, 34-16 and 34-84 of the Illinois School Code (105 ILCS 5/34-1, et. seq.) to lay off employees; and

WHEREAS, the Board has the power under Section 34-18(31) of the Illinois School Code to promulgate rules establishing procedures governing the layoff or reduction in force of employees; and

WHEREAS, the Board has the power under Section 34-19 of the Illinois School Code to delegate to the Chief Executive Officer ("CEO") the authorities granted to the Board provided that such delegation and appropriate oversight procedures are made pursuant to Board by-laws, rules, regulations, adopted pursuant to Section 34-19 of the Illinois School Code; and

WHEREAS, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, including in Board Report 07-1219-PO-1; and

WHEREAS, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-27(c) and 4-6; and

WHEREAS, the Reassignment Policy provides that teachers honorably terminated under its provisions, who are rehired in a permanent teaching position within two school years after their honorable termination, shall have their tenure and prior seniority restored as of the date of rehire, and

WHEREAS, the employee(s) identified on Attachment A were removed from the attendance center to which they were assigned pursuant to Section 2 of the Reassignment Policy, and the Chief Executive Officer directed that each employee receive a notice of removal and each employee did receive said notice: and

WHEREAS, all of the identified employees failed to secure a permanent appointment within at least 10 school months after they received their notice of removal and the Chief Executive Officer directed that each of the identified employees receive at least 14 days' notice that they would be honorably terminated from service and each employee has received said notice.

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

That the employee(s) listed on Attachment A are honorably terminated from service effective on the date of honorable termination indicated on Attachment A, pursuant to the Board's Reassignment Policy.

That those employee(s) listed on Attachment A, who were tenured at the time of their honorable termination, shall have their tenure and full seniority restored without further formal Board action, if they are rehired by the Board to a permanent teaching position within two (2) years of the date of their honorable termination.

That this Resolution shall be effective upon adoption, and shall replace all prior resolutions or other Board actions that are in conflict herewith.

ATTACHMENT A

REASSIGNED TEACHER(S) SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Antionette	Armstrong	June 16, 2012
Eulette	Arrington-Harris	June 16, 2012
Rhonda	Ballard	June 16, 2012
Michall	Bolen	June 16, 2012
Jennifer	Bowen	June 16, 2012
Cynthia	Brooms	June 16, 2012
Sandra	Bruce	June 16, 2012
Sheila	8urks	June 16, 2012
Ana	Castillo-Hudson	June 16, 2012
Brenda	Chandler	June 16, 2012
Christine	Devries	June 16, 2012
Judith	Diaz	June 16, 2012
Lisa	Dimberg	June 16, 2012
Suzanne	Dunn	June 16, 2012
Angela	Franglas	June 16, 2012
Christine	Fransen	June 16, 2012
Pamela	Frazier	June 16, 2012
Rhonda	Fryman	June 16, 2012
Kathleen	Gall	June 16, 2012
Pamela	Gardner	June 16, 2012
Nina	Giske de Vendegies	June 16, 2012
Richard	Goodman	June 16, 2012
Rosina	Greene	June 16, 2012
Tanya	Guider	June 16, 2012
Keena	Hannon-Kelly	June 16, 2012
Annette	Harris	June 16, 2012
David	Henschel	June 16, 2012
Sally	Hill	June 16, 2012
John	Hillier	June 16, 2012
Janet	Hurst	June 16, 2012
Leotha	Jones	June 16, 2012 June 16, 2012
Stephanie	Jones	June 16, 2012 June 16, 2012
Deidre	Jordan Koobie	June 16, 2012
Mary	Kochis Kumar	June 16, 2012
Rudy	Lamkin	June 16, 2012
Lori Noreen	Legan	June 16, 2012
Mamle	Lodree	June 16, 2012
	Logan-Beard	June 16, 2012
Lesiye Abigail	Long	June 16, 2012
William	Looby	June 16, 2012
Lisa	Lopez	June 16, 2012
Chester	Love	June 16, 2012
Mary	Lunn	June 16, 2012
Jennifer	Manz	June 16, 2012
Patricia	Martinez	June 16, 2012
Elaine	Mathis-Jackson	June 16, 2012
Sharione	Mays	June 16, 2012
Leslie	McCall	June 16, 2012
Barbara	McKnight	June 16, 2012
Colleen	Miczek	June 16, 2012
Jacqueline	Murphy	June 16, 2012
Jacqueline	Neal	June 16, 2012
Isabele	Nisenbaum	June 16, 2012
Rachele	Oleksy-Hapon	June 16, 2012
Luis	Ortiz	June 16, 2012
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David	Phillips	June 16, 2012
Christopher	Prenger	June 16, 2012
Shalonne	Pryor	June 16, 2012
Deena	Quillin	June 16, 2012
Ericka	Reed	June 16, 2012
Raquel	Reyes	June 16, 2012
Patricia	Richards	June 16, 2012
Sarah	Roa	June 16, 2012
William	Schmidt	June 16, 2012
Angela	Schuldt	June 16, 2012
Angela	Scott-Nash	June 16, 2012
Mariah	Seton	June 16, 2012
Deborah	Shanahan	June 16, 2012
Michael	Shaw	June 16, 2012
David	Stone	June 16, 2012
Elizabeth	Tamayo	June 16, 2012
Gregory	Taylor	June 16, 2012
Linda	Thomas	June 16, 2012
Nicikia	Tripp	June 16, 2012
Terry	Tryboski	June 16, 2012
Thomas	Tulley	June 16, 2012
Robert	Turner	June 16, 2012
Rhonda	Walls	June 16, 2012
Emma	Walsh	June 16, 2012
Lachelle	Washington	June 16, 2012
Bozena	Wasilewska	June 16, 2012
Funda	Weatherford	June 16, 2012
Constance	West	June 16, 2012
Sandra	Wilder	June 16, 2012
Chris	Wilhelmi	June 16, 2012
Nicole	Williams	June 16, 2012
Dannie	Worlds	June 16, 2012
Anita	Young	June 16, 2012
Kambri	Zielinski	June 16, 2012

President Vitale indicated that if there were no objections, Board Reports 12-0523-RS4 through 12-0523-RS8 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0523-RS4 through 12-0523-RS8 adopted.

**Board Member Sierra presented the following Motion:** 

#### 12-0523-MO2

### MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL CLOSED SESSION MINUTES FROM APRIL 25, 2012

MOTION ADOPTED that the Board adopt the minutes of the closed session meeting of April 25, 2012 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on April 25, 2012 shall be maintained as confidential and not available for public inspection.

Board Member Zopp moved to adopt Motion 12-0523-MO2.

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

Yeas: Dr. Hines, Mr. Ruiz, Mr. Sierra, Ms. Zopp, and President Vitale - 5

Nays: None

President Vitale thereupon declared Motion 12-0523-MO2 adopted.

#### Board Member Zopp presented the following Motion:

#### 12-0523-MO3

### MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETING OPEN TO THE PUBLIC (April 25, 2012)

**MOTION ADOPTED** that the record of proceedings of the Regular Board Meeting of April 25, 2012, prepared by the Board Secretary be approved and such record of proceedings be posted on the District's website in accordance with Section 2.06(b) of the Open Meetings Act.

Board Member Sierra moved to adopt Motion 12-0523-MO3

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

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

Nays: None

President Vitale thereupon declared Motion 12-0523-MO3 adopted.

#### 12-0523-RS1

#### RESOLUTION REGARDING ELEMENTARY SCHOOL PROMOTION REQUIREMENTS

WHEREAS, the Board adopted an Elementary School Promotion Policy, Board Report 09-1028-PO2 (the "Policy") which identifies promotion criteria for elementary students in the benchmark grades of 3, 6 and 8.

WHEREAS, the Policy specifies promotion criteria in three main areas: (1) classroom grades of "C" or better in Reading and Math, which grades reflect satisfactory unit test scores and consistent completion of homework assignments during the year, (2) scores on district-wide assessments in Reading and Math at or above the 24<sup>th</sup>National Percentile Ranking, and (3) no more than nine unexcused absences.

WHEREAS, students in the benchmark grades of 3, 6, and 8 who do not satisfy all promotion criteria specified in the Policy at the end of the regular school year are required to satisfactorily complete summer school in order to be promoted to the next grade level,

WHEREAS, the purpose of summer school is to provide intense academic intervention for students who have not demonstrated sufficient academic progress to ensure their readiness to work at the next grade level:

WHEREAS, a very small percentage of benchmark students are assigned to summer school due to attendance only and these students generally have classroom grades and district-wide assessment scores comparable to their promoted peers;

WHEREAS, the Board wishes to ensure that the summer school requirement is focused on students in need of intense academic intervention to ensure their readiness to work at the next grade level;

WHEREAS, the Board wishes to modify the Policy to remove the summer school requirement for students who have not satisfied the promotion criteria due to attendance only;

WHEREAS, the Policy further specifies requirements for overage elementary students (students 15 years old or will be 15 years old on or before September 1<sup>st</sup> of the following school year), to attend an Achievement Academy program or other appropriate placement;

WHEREAS, the Achievement Academy program is being phased out coincident with the establishment of a citywide Acceleration Program;

WHEREAS, the Board wishes to modify the Policy to specify that overage elementary students will now be referred to the new Acceleration Program;

WHEREAS, students currently enrolled in the Achievement Academy programs will continue to be enrolled in those programs; and

WHEREAS, the Board wishes to further modify the Policy to recognize changes to the District's organizational structure.

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

- 1. Beginning with elementary promotion determinations at the end of the 2011-2012 school year, benchmark grade students who meet all promotion criteria specified in the Policy except for the attendance criteria will be promoted to the next grade level and not referred for summer school.
- 2. All references in the Policy to Achievement Academy shall now be deemed to reference the Acceleration Program.
- 3. All references in the Policy to the Office of P-12 Management shall now be deemed to reference the Office of Instruction.

#### 12-0523-RS2

### AMEND BOARD REPORT 12-0425-RS22 RESOLUTION AUTHORIZING DIVISION OF PROCEEDS FROM TELECOMMUNICATIONS VENDORS FOR INSTALLATION AND MAINTENANCE OF CELLULAR TOWERS AND EQUIPMENT

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

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

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

WHEREAS, the Board desires that the Annual Fees be distributed to the CPS and/or charter school(s) occupying the Affected Board Buildingsdwided in half so that any charter school(s) that occupy Affected Board Buildings receive fifty percent (50%) of such Annual Fees subject to the Telecommunications Lineases.

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

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

- Subject to the conditions listed below, the Chief Financial Officer is authorized to remit the Annual Fees as follows:
  - a. If the Affected Board Building is occupied only by a CPS school, such school shall receive 100% of the Annual Fee;
  - If the Affected Board Building is occupied by multiple CPS schools, such schools shall share the Annual Fee equally;
  - c. If the Affected Board Building is occupied by both CPS and charter schools:
    - 50% shall be distributed to the CPS school(s) (if more than one CPS school occupies the Affected Board Building, all such CPS schools shall share equally in the 50% share of the Annual Fee); and
    - 50% shall be distributed to the charter school(s) (if more than one charter school occupies the Affected Board Building, all such charter schools shall share equally in the 50% share of the Annual Fee);
  - d If the Affected Board Building is occupied only by a charter school or schools. 10050% shall be distributed to such charter school(s) (if more than one charter school occupies the Affected Board Building, all charter schools shall share equally in the 50% share of the Annual Fee); and the remaining 50% shall be paid to the Board.
- 2. Each charter school may use its share of the Annual Fee at its discretion.

- Each CPS school may use its share of the Annual Fee at the principal's discretion for educational programming.
- This Resolution shall be effective immediately upon its adoption and shall be effective until amended or rescinded by further Board action.

#### 12-0523-RS3

### RESOLUTION RE: APPOINTMENT OF TEACHER REPRESENTATIVES TO FILL LOCAL SCHOOL COUNCIL VACANCIES FOR THE TERM OF OFFICE ENDING JUNE 30, 2012

WHEREAS, the Illinois School Code, 105 ILCS 5/34-2.1(i), authorizes the Chicago Board of Education to appoint 2 teachers to each Local School Council after considering the preferences of the school's staff as ascertained through a non-binding advisory poll and to exercise absolute discretion in the appointment process:

WHEREAS, the School Code authorizes the Board to fill vacancies in teacher representative positions on local school councils in the same manner as the original appointments;

WHEREAS, non-binding advisory polls have been conducted at the schools identified below to ascertain the preferences of the schools' staffs regarding the appointment of a teacher to fill a teacher representative vacancy on the schools' local school councils; and

WHEREAS, in accordance with 105 ILCS 5/34-2.1(I), the results of the non-binding advisory polls have been forwarded to the Board for consideration in its exercise of absolute discretion in the appointment process;

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

- The individuals named below are appointed to serve as teacher representatives on the Local School Councils of the identified schools for the current term of office, ending June 30, 2012
- The Resolution is effective immediately upon adoption.

APPOINTEE	REPLACING	SCHOOL
Jennifer Moos	Sara Ahmed	Burley Elementary
Antoinette Perry-Sigler	Maureen McClelland	Mollison Elementary
Maria Woodfork	David Wilson	Mollison Elementary
Derrill Peters	Tinger Bryant	Reavis Elementary
Patrick McCaughey	Anita Tutson	Reavis Elementary

#### 12-0523-RU1

### ADOPT NEW BOARD RULE 7-2.6 PURCHASE OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS WHICH ARE NOT SUBJECT TO SECTION 7-2 PROCUREMENT REQUIREMENTS AND RE-NUMBER CURRENT BOARD RULE 7-2.6 TO 7-2.7

#### THE GENERAL COUNSEL RECOMMENDS:

That the Board adopt new Board Rule 7-2.6 regarding the Purchase of Textbooks and Instructional Materials Which Are Not Subject to Section 7-2 Procurement Requirements and re-number current Board Rule 7-2.6 regarding Procurement Guidelines as Board Rule 7-2.7

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

Sec. 7-2.7 7-2.6 Procurement Guidelines. The Chief Purchasing Officer is authorized to establish procurement guidelines to ensure the effective implementation of the procurement rules contained in this Chapter VII.

President Vitale indicated that if there were no objections, Board Reports 12-0523-RS1 through 12-0523-RS3 and 12-0523-RU1 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0523-RS1 through 12-0523-RS3 and 12-0523-RU1 adopted.

12-0523-CO1

### COMMUNICATION RE: LOCATION OF BOARD MEETING OF JUNE 27, 2012

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

Andrea L. Zopp

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, June 27, 2012 will be held at:

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

Registration for Public Participation will be held between the hours of 8:00 a.m. and 9:00 a.m. on the 1<sup>st</sup> Floor of the Clark Street Lobby. The Board Meeting will begin at 10:30 a.m. The Public Participation segment of the meeting will begin at the time indicated in the meeting agenda and proceed for two hours.

#### 12-0523-CO2

### COMMUNICATION RE: 2012-2013 SCHEDULE OF REGULAR BOARD MEETINGS – BOARD OF EDUCATION, CITY OF CHICAGO

#### TO THE MEMBERS OF THE BOARD OF EDUCATION:

I am hereby submitting the 2012-2013 Schedule of Regular Board Meetings. The Board Meetings will be held on the fourth Wednesday of each month, unless otherwise indicated.

2012 Schedule	2013 Schedule
July 25, 2012	January 23, 2013
August 22, 2012	February 27, 2013
September 26, 2012	March 27, 2013
October 24, 2012	April 24, 2013
November 14, 2012 (2 <sup>nd</sup> Wednesday)	May 22, 2013
December 19, 2012 (3rd Wednesday)	June 26, 2013
	July 24, 2013
	August 28, 2013

The Board Meetings will be held in the Board Chamber, 5th Floor, at 125 South Clark Street, Chicago, Illinois. Registration for Public Participation will be held between the hours of 8:00 a.m. and 9:00 a.m. on the 1<sup>st</sup> Floor of the Clark Street Lobby. The Board Meeting will begin at 10:30 a.m. The Public Participation segment of the meeting will begin at the time indicated in the meeting agenda and proceed for two hours.

Further, let the official record reflect that the 2012-2013 Planning Calendar has been prepared in accordance with the *Illinois Open Meetings Act* and will be available for public distribution upon adoption of this calendar.

## May 23, 2012

### 2012-2013 PLANNING CALENDAR

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	Board Meeting - 10 3tl a m	* HOL	IDAYS 2012-2013
LE + + G = RH RH Q	Holiday Schools closed - no salary is paid Salary is paid except as provided for by budgetary action Teacher Institute Day Professional Development Day Report card pickup - Elementary schools Report card pickup - High schools End of Quarter Day of non-attendance for students Emergency Day - school in session if student days fall below 170 (summer school would begin and end later as necessary)	September 3. November 12 November 22, 23 January 21 February 12 February 18 May 27	Labor Dav  Veterans Day Observance Thanksgiving Holiday M.L. King's Birthday Lincoln's Birthday Observance Presidents Day Memorial Das

#### 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 April All transfers are budget neutral. A brief explanation of each transfer is provided below

#### 1. Transfer from Instructional Tools and Technology to Disney II Magnet School

Rationale	Labor costs 4-2-2012	for Battle of the books event at Disney II.	Per request from Jeremy Dunn on
Transfer From:	Unit	Instructional Tools and Technology	10840
	Fund	General Education Fund	115
	Account	Services - Space Rental	57705
	Program	Libraries-Curriculum	221216
	Grant	Default Value	000000
Transfer to:	Unit	Disney II Magnet School	26921
	Fund	General Education Fund	115
	Account	Miscellaneous Charges	57940
	Program	Libraries-Curriculum	221216
	Grant	Default Value	000000
Amount:	\$1,000.00		

#### 2. Transfer from Instructional Tools and Technology to Frank L Gillespie School

Rationale:	These funds support technology integration through consultant support.			
Transfer From:	Unit	Instructional Tools and Technology	10840	
	Fund	Title II - Teacher Quality	353	
	Account	Services - Professional & Technical	54125	
	Program	Computer Education	221117	
	Grant	Title Iia - Teacher Quality	494037	
Transfer to.	Unit	Frank L Gillespie School	23321	
	Fund	Title II - Teacher Quality	353	
	Account	Services - Professional & Technical	54125	
	Program	Computer Education	221117	
	Grant	Title lia - Teacher Quality	494037	
Amount:	\$1,000.00			

#### 3. Transfer from Instructional Tools and Technology to Frank L Gillespie School

Rationale:	These funds support technology integration through subs.			
Transfer From:	Unit	Instructional Tools and Technology	10840	
	Fund	Title II - Teacher Quality	353	
	Account	Services - Professional & Technical	54125	
	Program	Computer Education	221117	
	Grant	Title lia - Teacher Quality	494037	
Transfer to:	Unit	Frank L Gillespie School	23321	
	Fund	Title II - Teacher Quality	353	
	Account	Teacher Salaries - Substitutes	51500	
	Program	Computer Education	221117	
	Grant	Title lia - Teacher Quality	494037	
Amount:	\$1,000.00			

#### 4. Transfer from Instructional Tools and Technology to Horatio May Community Academy

These funds are to support sub coverage that focuses on technology integration within Rationale classroom instruction

10840 Transfer From Unit Instructional Tools and Technology Fund Title II - Teacher Quality 353 Services - Professional & Technical 54125 Account Computer Education 221117 Program

> 494037 Grant Title lia - Teacher Quality Horatio May Community Academy 31171 Unit

> Title II - Teacher Quality Fund 353 51500 Account Teacher Salaries - Substitutes Computer Education 221117 Program 494037 Grant Title Ita - Teacher Quality

Amount: \$1,000 00

#### 5. Transfer for LSC Relations

Transfer to:

Rationale: Funds to pay parents for their travel expenses to Title I Region V Conference.

Transfer From: LSC Relations 10910 Title I - Comprehensive School Reform 367 Fund Commodities - Supplies 53405 Account 390030 Program Parent Training Grant 433118 Title I School Improvement Grant- (Soss) 10910 Transfer to: Unit LSC Relations Fund Title I - Comprehensive School Reform 367 54205 Travel Expense Account Program Parent Training 390030 Grant Title I School Improvement Grant- (Soss) 433118

\$1,000.00 Amount:

#### 447. Transfer from Citywide Capital/Operations to Theodore Herzi School

Funds Transfer From Award# 2012-483-00-10 To Project# 2012-23771-MCR; Change Rationale:

Reason: NA.

Citywide Capital/Operations 12150 Transfer From: Unit Fund Anticipated FY12 Tax Exempt Bonds 483 Account Capitalized Construction 56310 Masonary/Windows 009551 Program 000000 Grant Default Value

Theodore Herzl School 23771 Transfer to: Unit Anticipated FY12 Tax Exempt Bonds 483 Fund 56310 Account Capitalized Construction Program Renovations 253508 000000 Grant Default Value

Amount: \$7,317,615.00

#### 448. Transfer from Citywide Capital/Operations to Daniel R Cameron Elementary School

Default Value

Funds Transfer From Award# 2012-483-00-10 To Project# 2012-22531-MCR, Change Rationale

Reason: NA

Transfer From: Unit Citywide Capital/Operations 12150

Anticipated FY12 Tax Exempt Bonds Fund 483 56310 Capitalized Construction Account 009551 Program Masonary/Windows Grant Default Value 000000

000000

Daniel R Cameron Elementary School 22531 Transfer to: Unit Fund Anticipated FY12 Tax Exempt Bonds 483 Capitalized Construction 56310 Account Program Renovations 253508

Amount \$8,076,747.00

Grant

#### 449. Transfer from Citywide Capital/Operations to Dunbar Vocational Carcer Academy

Rationale.	Funds Transfer From Award# 2011-482-00-13 To Project# 2011-53021-MCR-1 . Change Reason: NA.		
Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	CIP Series 2011A	482
	Account	Capitalized Construction	56310
	Program	Masonary/Windows	009551
	Grant	Default Value	000000
Transfer to:	Unit	Dunbar Vocational Career Academy	53021
	Fund	CIP Series 2011A	482
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Default Value	000000
Amount:	\$8,783,375.00		

#### 450. Transfer from Citywide Capital/Operations to Theodore Roosevelt High School

Rationale:	Funds Transfer From Award# 2012-483-00-10 To Project# 2012-46271-MCR , Change Reason : NA.			
Transfer From:	Unit	Citywide Capital/Operations	12150	
	Fund	Anticipated FY12 Tax Exempt Bonds	483	
	Account	Capitalized Construction	56310	
	Program	Masonary/Windows	009551	
	Grant	Default Value	000000	
Transfer to:	Unit	Theodore Roosevelt High School	46271	
	Fund	Anticipated FY12 Tax Exempt Bonds	483	
	Account	Capitalized Construction	56310	
	Program	Renovations	253508	
	Grant	Default Value	000000	
Amount:	\$17,792,186.00			

#### 451. Transfer from Citywide Capital/Operations to Carver Military High School

Rationale:	Funds Transfer From Award# 2012-483-00-11 To Project# 2012-46381-SIP , Change Reason : NA.			
Transfer From:	Unit Fund	Citywide Capital/Operations	12150	
	Account	Anticipated FY12 Tax Exempt Bonds Capitalized Construction	483 56310	
	Program	Renovations	253508	
	Grant	Default Value	000000	
Transfer to:	Unit	Carver Military High School	46381	
	Fund	Anticipated FY12 Tax Exempt Bonds	483	
	Account	Capitalized Construction	56310	
	Program	Renovations	253508	
	Grant	Default Value	000000	
Amount:	\$24,740,802.00			

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

#### 12-0523-EX2

ESTABLISH THE ATTENDANCE BOUNDARIES FOR CHICAGO VOCATIONAL CAREER ACADEMY HIGH SCHOOL, AND ADJUST THE ATTENDANCE BOUNDARIES FOR BOWEN HIGH SCHOOL, SCHOOL OF LEADERSHIP HIGH SCHOOL, AND SOUTH SHORE INTERNATIONAL COLLEGE PREP HIGH SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Effective July 1, 2012, establish attendance boundaries for the Chicago Vocational Career Academy ("CVCA") (School ID 609674), located at 2100 East 87th Street. and adjust attendance boundaries for the Bowen High School (formerly known as New Millennium High School) (School ID 610323), located at 2710 East 89<sup>th</sup> Street, School of Leadership High School ("Leadership") (School ID 610297).

located at 7627 S Constance Avenue, and South Shore International College Prep High School ("South Shore International") (School ID 610547), located at 1955 East 75<sup>th</sup> Street.

A public hearing was held on April 23, 2012 at the South Shore International High School located at 1955 East 75<sup>th</sup> Street to discuss the proposed boundary changes

#### **DESCRIPTION:**

These changes are necessary to prevent overcrowding at South Shore International and address underutilization at CVCA. Students currently enrolled in CVCA. Bowen, Leadership, and South Shore International will not be required to transfer as a result of the proposed attendance boundary change

### Establish the Attendance Area Boundary for CVCA High School (School ID # 609674)

Effective July 1, 2012, Grade nine; Effective July 1, 2013, Grades ninth and tenth, Effective July 1, 2014, Grades ninth through eleventh; Effective July 1, 2015, Grades ninth through twelfth;

Beginning at Cottage Grove Avenue and 71st Street East to Cregier Avenue North to 68th Street East to Lake Michigan Southeast along the lake to 79th Street West to Commercial Avenue South to 80th Street West to Muskegon Avenue South to 81st Street West to Manistee Avenue South to 83rd Street West to the Chicago Skyway Southeast to 87th Street West to the IC Railroad Northeast to 83<sup>rd</sup> Street East to Stony Island Avenue North to the Chicago Skyway Northwest to Cottage Grove Avenue North to Starting Point

### Adjust the Attendance Area Boundary for Bowen High School (School ID # 610323)

Effective July 1, 2012, Grade nine; Effective July 1, 2013, Grades ninth and tenth; Effective July 1, 2014, Grades ninth through eleventh; Effective July 1, 2015, Grades ninth through twelfth;

Beginning at the C&WI and NYC RR and 87th Street East to the Chicago Skyway Northwest to 83rd Street East to Manistee Avenue North to 81st Street East to Muskegon Avenue North to 80th Street East to Commercial Avenue North to 79th Street East to Lake Michigan South and southeast to the Calumet River Southwest and south to the line of 104th Street West to Bensley Avenue South to 105th Street West to the C&WI and NYC RR Northeast to starting point

-and-

Effective July 1, 2012, Grade tenth through twelfth, Effective July 1, 2013, Grades eleventh and twelfth; Effective July 1, 2014, Grade twelve;

Beginning at the junction of the NYC RR and the IC RR's and 83rd Street East to Stony Island Avenue North to the Chicago Skyway Southeast to 83rd Street East to Manistee Avenue North to 81<sup>51</sup> Street East to Muskegon Avenue North to 80<sup>th</sup> Street East to Commercial Avenue North to 79th Street East to Lake Michigan South and southeast to the Calumet River Southwest and south to the line of 104th Street West to Bensley Avenue South to 105th Street West to the C&WI and NYC RR Northwest to 87th Street West to RR (at line of Drexel Avenue) Northeast to starting point

-and-

Effective July 1, 2015, Grades ninth through twelfth,

Beginning at the C&WI and NYC RR and 87th Street East to the Chicago Skyway Northwest to 83rd Street East to Manistee Avenue North to 81st Street East to Muskegon Avenue North to 80th Street East to Commercial Avenue North to 79th Street East to Lake Michigan South and southeast to the Calumet River Southwest and south to the line of 104th Street West to Bensley Avenue South to 105th Street West to the C&WI and NYC RR Northeast to starting point

### Adjust the Attendance Area Boundary for the School of Leadership High School(School ID #610297)

Effective July 1, 2012, Grades eleventh through twelfth: Effective July 1, 2013, Grade twelfth;

Beginning at Cottage Grove Avenue and 71<sup>st</sup> Street
East to Cregier Avenue
North to 68<sup>th</sup> Street
East to Lake Michigan
Southeast along the lake to 79<sup>th</sup> Street
West to Commercial Avenue
South to 80<sup>th</sup> Street
West to Muskegon Avenue
South to 81<sup>st</sup> Street
West to Manistee Avenue
South to 83<sup>rd</sup> Street
West to the Chicago Skyway
Northwest to Cottage Grove Avenue
North to Starting Point

LSC IMPLICATIONS: New or amended local school council voting boundaries may need to be

established for CVCS, Bowen and South Shore

AFFIRMATIVE

ACTION STATUS: Not applicable.

FINANCIAL: No additional cost to the Chicago Public Schools

PERSONNEL

IMPLICATIONS: Not applicable.

### **AMEND BOARD REPORT 11-0126-EX4** APPROVE THE ADDITION OF A SELECTIVE ENROLLMENT HIGH SCHOOL PROGRAM AT

ESTABLISH THE NEW SOUTH SHORE INTERNATIONAL COLLEGE PREP HIGH SCHOOL LOCATED AT 1955 EAST 75<sup>TH</sup> STREET, ITS ACADEMIC FOCUS AND ATTENDANCE AREA **BOUNDARIES** 

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the addition of a Selective Enrollment High School (SEHS) program at establishment of the new South Shore International College Prep High School located at 1955 East 75th Street, its academic focus and attendance area boundaries, effective September 2012. July 1, 2011. This new school will follow the Chicago Public Schools' standard 10-month academic calendar from August to June.

This May 2012 amendment is necessary to (a) establish the new SEHS program consistent with the Board's Admissions Policy for Magnet, Selective Enrollment and Other Options for Knowledge Schools and Programs and (b) adjust the school's attendance area boundaries

#### **DESCRIPTION:**

Effective September 2012, a SEHS will be established at South Shore International College Prep High School. The SEHS program will be a citywide program serving approximately100 incoming freshmen during the 2012-2013 school year and will add one grade each year until the program serves grades 9-12.

A Community Meeting was held on April 23, 2012, at South Shore International College Prep High School, 1955 East 75<sup>th</sup> Street, to discuss the proposed recommendations.

Pursuant to the Board of Education's policy on Naming or Renaming of Schools, 03-0326-PO04, without a sitting local school council, input on a school name was sought from a task force consisting of parents and community members. Through survey results, the following school name was proposed: South Shore International College Prep High School. The Chief Area Officer approves of this proposal and thus it is being recommended to the Board for approval

The new South Shore International College Prep High School will open at 1955 East 75<sup>th</sup> Street as a neighborhood school and will eventually serve approximately 1,200 students in grades nine through twelve, beginning with a ninth grade class of approximately 300 students in the 2011-2012 school year. South Shore International College Prep High School will add one grade each school year until the school serves grades nine through twelve.

South Shore International College Prep High School is scheduled to open in fall 2011 as a neighborhood high school with three programs: the International Baccalaureate, or IB program, the Career and Technical Education, or CTE program, and the general education program

The IB program will provide students with academically challenging and balanced programs of education that require study across a broad range of subjects, and give special emphasis to learning languages. The CTE program will be split into two academies: the Information Technology Cisco Academy and the Medical & Health Careers Academy. The Chicago Public Schools' Office of Academic Enhancement is currently finalizing the process for admission to the IB and CTE programs. Though the programs will accept students meeting enrollment criteria citywide, CPS will work to fill the IB and CTE seats with qualified neighborhood students first.

Pursuant to the Board of Education's policy on the Review and Establishment of School Attendance Boundaries, 05-0622-PO1, a public hearing was convened on Friday, January 7. 2011, at 5:30 p.m. at 125 S. Clark Street, 5<sup>th</sup> Floor, Board Chambers, Chicago, Illinois, to establish the attendance boundary of South Shore International College Prep High School at 1955 East 75th Street. Proper notice was given. An independent hearing officer, Frederick Bats, Esquire, received oral and/or written comments and supporting documents from interested members of the public. The record of the public hearing was left open until 3:00 p.m. on January 10, 2011 to receive any additional comments that members of the public wished to submit in writing to the hearing officer.

Hearing Officer Bates issued a report including findings regarding the CEP's proposal to establish the attendance area boundaries of South Shore International College Prep High School and recommended that the CEO proceed. After receiving the hearing officer's report, the CEO has determined to recommend that the Board approve the establishment of the South Shore International College Prep High School located at 1955 East 75th Street, its academic focus and attendance area boundaries, effective July 1, 2011.

#### SELECTIVE ENROLLMENT HIGH SCHOOL PROGRAM

Selective Enrollment High Schools (SEHS) provide academically advanced high school students with a challenging and enriched college preparatory experience that may include honors and Advanced Placement (AP) courses.

The Chief Executive Officer or designee is directed to hold a special citywide application process in spring 2012 for ninth grade seats at the SEHS program at South Shore International College Prep High School for the 2012-2013 school year. Beginning with the 2013-2014 application year, the SEHS program shall enroll admit students in accordance with the Board's Admissions Policy for Magnet, Selective Enrollment and Other Options for Knowledge Schools and Programs 1.

Adjust the Retablish Attendance Area Boundaries for South Shore International College Prep High School, 1955 East 75<sup>th</sup> Street,

The school's attendance area boundaries will be reassigned to Chicago Vocational High School starting with ninth grade students in fall of 2012. Beginning with the 2013-2014 application cycle, any neighborhood preference called for by the IB or CTE admissions rules will apply to any student living within a 2.5 mile radius of the school.

Effective July 1, 2011, Grade 9<sup>th</sup>
Effective July 1, 2012, Grades 9<sup>th</sup> & 10<sup>th</sup>
Effective July 1, 2013, Grades 9<sup>th</sup> through 11<sup>th</sup>
Effective July 1, 2014, Grades 9<sup>th</sup> through 12<sup>th</sup>

Effective July 1, 2012, Grade ten, Effective July 1, 2013, Grades eleven, Effective July 1, 2014, Grades twelve,

Beginning at Cottage Grove Avenue and 71<sup>st</sup> Street
East to Creiger Avenue
North to 68<sup>th</sup> Street
East to Lake Michigan
Southeast along shore line to line of 79<sup>th</sup> Street (extended)
West to Commercial Avenue
South to 80<sup>th</sup> Street
West to Muskegon Avenue
South to 81<sup>st</sup> Street
West to Manistee Avenue
South to 83<sup>rd</sup> Street
West to Cottage Grove Avenue
Northwest to Cottage Grove Avenue
North to starting point

**LSC IMPLICATIONS:** Initially, the school will establish a transitional advisory body. A Local School Council will be established in a timely manner.

FINANCIAL IMPLICATIONS: No additional positions will be sourced to this school for the 2013 fiscal year. However, there will be an expansion of staff in the near future as more grades are added. IB and Selective Enrollment programs typically allocate 2 positions per school per program. It is anticipated that FY2014 would potentially see a commitment of four positions (the 2 previously approved IB positions and another 2 for SEHS).

PERSONNEL IMPLICATIONS: South Shore International College Prep High School will be staffed in accordance with Board staffing formulas for all positions. Unique teacher training, professional development, skills, abilities, proficiencies, experience and qualifications may apply to all teacher positions and may be required for educational support personnel. New teaching positions programmed as International Baccalaureate teacher-in-training positions or International Baccalaureate Teacher positions will be opened for the 2011-2012 school year and filled through the Board's job posting procedures, which will require a voluntary commitment to initial and ongoing training and professional development, some of which may be off-calendar. New classroom educational support personnel positions programmed as International Baccalaureate educational support personnel in-training positions or International Baccalaureate educational support personnel positions will be opened for the 2011-2012 school year and filled through the Board's job posting procedures, which will require a voluntary commitment to initial and on-going training and professional development, some of which may be off-calendar. School start and end times shall be determined initially by the school administration

#### **FINAL**

### ESTABLISH THE NEW SHIELDS MIDDLE SCHOOL AND ITS ATTENDANCE AREA BOUNDARY AND ADJUST THE GRADE STRUCTURE FOR SHIELDS ELEMENTARY SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That effective July 1, 2012, the Board approve the establishment of a new middle school to be known as James Shields Middle School ("Shields Middle") (School ID 610317) and its attendance area boundary Shields Middle will be located at 2611 W. 48th Street and serve grades 5 through 8. Pursuant to the Board of Education's policy on Naming or Renaming of Schools, 03-0326- PO04, without a sitting local school council, input on a school name was sought from parents and community members. The following school name was proposed: James Shields Middle School. The Chief of Schools approves of this proposal and thus it is being recommended to the Board for approval.

That effective July 1, 2012, the grade structure for James Shields Elementary School ("Shields") (School ID 610174), located at 4250 S. Rockwell Street, be adjusted.

A public hearing on these proposals was held on May 3, 2012 at Shields, located at 4250 S. Rockwell Street.

**Description:** Shields Middle will serve approximately 703 students in grades 5-8. All grades will be enrolled at the school beginning September 2012. Currently, Shields serves grades PK-8 and is severely overcrowded. The grade configuration at Shields will be adjusted to PK-4. Given the overcrowding at Shields, some students within the attendance area were transported outside of the attendance area. Such transportation is no longer necessary and will be cancelled at the end of the 2011-2012 school year Students who were transported to relieve overcrowding at Shields are eligible to remain at their current schools or transfer to Shields, or Shields Middle, depending on their grade.

#### Establish the Attendance Area Boundary for Shields Middle School (School ID # 610317)

Effective July 1, 2012, Grades Fifth through Eighth;

Beginning at Sacramento Ave and Archer Ave Northeast to 42nd St East to California Ave North to Archer Ave Northeast to Montgomery Ave Southeast and east to Rockwell St South to 42nd St East to Campbell Ave North to 40th St East to Western Ave North to Pershing Rd East to the Penn RR Southeast and south to 47th St West to Western Blvd South to the CR&I RR (at 49th St) West to California Ave North to 44th St West to Sacramento Ave North to the starting point

#### Adjust the Grade Structure for Shields (School ID # 610174)

Effective July 1, 2012, Grades Kindergarten through Fourth;

Beginning at Sacramento Ave and Archer Ave
Northeast to 42nd St
East to California Ave
North to Archer Ave
Northeast to Montgomery Ave
Southeast and east to Rockwell St
South to 42nd St
East to Campbell Ave
North to 40th St
East to Western Ave
North to Pershing Rd
East to the Penn RR

Southeast and south to 47th St West to Western Blvd South to the CR&I RR (at 49th St) West to California Ave North to 44th St West to Sacramento Ave North to the starting point

LSC IMPLICATIONS: Initially, Shields Middle will establish a transitional advisory body. A Local School Council will be established in a timely manner in the next normal election cycle in 2014 pursuant to 105 ILCS 5/34-2.1c.

FINANCIAL IMPLICATIONS: The financial implications will be addressed during the development of the 2012-2013 fiscal year budget.

**PERSONNEL IMPLICATIONS:** Shields Middle will be staffed in accordance with Board staffing formulas, Board policies, and any collective bargaining agreements for all positions. Unique teacher training, professional development, skills, abilities, proficiencies, experience and qualifications may apply to some teacher positions and may be required for educational support personnel.

President Vitale indicated that if there were no objections, Board Reports 12-0523-EX1 through 12-0523-EX4 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0523-EX1 through 12-0523-EX4 adopted.

#### 12-0523-ED1

### AUTHORIZE TUITION PAYMENTS TO DEPAUL UNIVERSITY FOR MATHEMATICS AND SCIENCE COURSEWORK

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

Authorize fultion payments DePaul University for mathematics and science coursework. DePaul is one of six universities participating in this program that were selected based on their previous involvement with mathematics and science programs in the Chicago Public Schools. The other participating universities, University of Chicago, University of Illinois – Chicago, Northwestern University, Illinois Institute of Technology and Loyola University, are authorized under separate Board Reports. The total tuition payments to all participating universities under the related Board Reports shall not exceed \$570,000. No written agreement is required for tuition payments. Information pertinent to this program is stated below

UNIVERSITY: DePaul University

STEM Studies Department

1 E. Jackson Blvd Chicago, IL 60604

Contact: Carolyn Narasimhan Phone: 773-325-1854 Contact: Victoria Simek Phone: 773-325-4790 Vendor # 37159

USER: Office of Curriculum and Instruction

Department of Math and Science

125 S. Clark Street Chicago, IL 60603 Jesch Reyes 773-553-6239

PAYMENT PERIOD: Tuition payments are authorized for university courses scheduled from July 1, 2012 through June 30, 2013.

PROGRAM DESCRIPTION: Payments cover tuition for authorized CPS teachers enrolled in courses at a participating university under the: 1) the Algebra Initiative Coursework and 2) the Chicago Transformational Teachers Institute (CTTI). The Algebra Initiative provides an opportunity for CPS middle grades teachers to pursue Algebra Certification so that an increased number of elementary schools can offer a high school algebra course to well-prepared middle grades CPS students. This enhances the opportunities for students to be on a pathway to take advanced mathematics courses in high school The CTTI program provides math and science leadership development for CPS high schools to create and/or enhance and offer a well-developed fourth-year mathematics or science course at their respective schools. This enhances the opportunities for high school students to be better-prepared for post-secondary mathematics and science. DePaul University participates in both programs

PARTICIPANTS: Algebra Initiative Coursework participants include CPS teachers who possess a math endorsement, have demonstrated leadership skills, and desire to obtain HS Algebra Certification Participants are selected through a competitive process, they commit to a year-long sequence of courses and take the Teacher Qualifying Exam in January and/or March of the subsequent year, and must pass to earn certification. CTTI participants will also be selected based on an application process geared towards teacher leaders who have demonstrated content knowledge and readiness to take on increased responsibility for school change.

**OUTCOMES:** The Algebra Initiative Coursework program will result in an increased number of certified algebra teachers in the middle grades. This creates increased opportunities for students to engage in a more rigorous mathematics program of study, such as enrollment in advanced mathematics courses as freshmen, which puts them on the pathway to enroll in advanced mathematics courses in high school and higher level postsecondary mathematics courses. The key outcomes of the CTTI program include teacher-led work in the refinement, implementation and vertical articulation of rigorous12<sup>th</sup> grade (including Advanced Placement) mathematics and science curricula; as a result, creating increased options for CPS students to enroll in more challenging courses of study in mathematics and science, leading to increased postsecondary options.

**COMPENSATION:** Tuition payments to all 6 universities during the payment period shall not exceed \$570,000 total through June 30, 2013.

**AUTHORIZATION:** The Director of Math and Science 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: Charge to: Office of Curriculum and Instruction, Department of Math and Science

Not to exceed \$570,000

**Budget Classification:** 

13710-353-54305-221049-494037-2013 (Algebra Initiative) 13710-353-54305-221084-494037-2013 (CTTI: Math Tuition)

13710-353-54305-221085-494037-2013 (CTTI: Science Tuition)

Source of Funds: Various local and federal funds

# **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).

Vice President Ruiz abstained on Board Report 12-0523-ED1.

# 12-0523-ED2

# **WITHDRAWN**

# AUTHORIZE TUITION PAYMENTS TO THE ILLINOIS INSTITUTE OF TECHNOLOGY FOR MATHEMATICS AND SCIENCE COURSEWORK

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize tuition payments to the Illinois Institute of Technology for mathematics and science coursework Illinois Institute of Technology is one of six universities participating in this program that were selected based on their previous involvement with mathematics and science programs in the Chicago Public Schools. The other participating universities, DePaul University, University of Chicago, University of

Illinois – Chicago, Northwestern University and Loyola University, are authorized under separate Board Reports. The total tuition payments to all participating universities under the related Board Reports shall not exceed \$570,000. No written agreement is required for tuition payments. Information pertinent to this program is stated below.

UNIVERSITY: Illinois Institute of Technology

Department of Mathematics and Science Education

3300 S. Federal Chicago, IL 60616

Contact: Norman Lederman Phone: 312-567-3658 Vendor #26500

USER: Office of Curriculum and Instruction

Department of Math and Science

125 S. Clark Street Chicago, IL 60603 Jesch Reyes 773-553-6239

PAYMENT PERIOD: Tuition payments are authorized for university courses scheduled from July 1, 2012 through June 30, 2013.

PROGRAM DESCRIPTION: Payments cover tuition for authorized CPS teachers enrolled in courses at a participating university under the: 1) the Algebra Initiative Coursework and 2) the Chicago Transformational Teachers Institute (CTTI). The Algebra Initiative provides an opportunity for CPS middle grades teachers to pursue Algebra Certification so that an increased number of elementary schools can offer a high school algebra course to well-prepared middle grades CPS students. This enhances the opportunities for students to be on a pathway to take advanced mathematics courses in high school. The CTTI program provides math and science leadership development for CPS high schools to create and/or enhance and offer a well-developed fourth-year mathematics or science course at their respective schools. This enhances the opportunities for high school students to be better-prepared for post-secondary mathematics and science. The Illinois Institute of Technology participates in the CTTI program.

PARTICIPANTS: CTTI participants will also be selected based on an application process geared towards teacher leaders who have demonstrated content knowledge and readiness to take on increased responsibility for school change.

**OUTCOMES:** The key outcomes of the CTTI program include teacher-led work in the refinement, implementation and vertical articulation of rigorous12<sup>th</sup> grade (including Advanced Placement) mathematics and science curricula; as a result, creating increased options for CPS students to enroll in more challenging courses of study in mathematics and science, leading to increased postsecondary options.

**COMPENSATION:** Tuition payments to all 6 universities during the payment period shall not exceed \$570,000 total through June 30, 2013.

**AUTHORIZATION:** The Director of Math and Science 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: Charge to: Office of Curriculum and Instruction, Department of Math and Science

Not to exceed \$570,000 Budget Classification:

13710-353-54305-221049-494037-2013 (Algebra Initiative) 13710-353-54305-221084-494037-2013 (CTTI: Math Tuition) 13710-353-54305-221085-494037-2013 (CTTI: Science Tuition)

Source of Funds: Various local and federal funds

# **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).

# Board Report 12-0523-ED2 was withdrawn.

# 12-0523-ED3

# AUTHORIZE TUITION PAYMENTS TO LOYOLA UNIVERSITY OF CHICAGO FOR MATHEMATICS AND SCIENCE COURSEWORK

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

Authorize tuition payments to Loyola University for mathematics and science coursework. Loyola University is one of six universities participating in this program that were selected based on their previous involvement with mathematics and science programs in the Chicago Public Schools. The other participating universities, DePaul University, University of Chicago, University of Illinois – Chicago, Northwestern University and Illinois Institute of Technology are authorized under separate Board Reports. The total tuition payments to all participating universities under the related Board Reports shall not exceed \$570,000. No written agreement is required for tuition payments. Information pertinent to this program is stated below.

UNIVERSITY: Loyola University of Chicago

1032 W. Sheridan Rd, Chicago, IL 60660 Contact: David Slavsky Phone: 773-508-8352 Vendor # 14852

USER: Office of Curriculum and Instruction

Department of Math and Science

125 S. Clark Street Chicago, IL 60603 Jesch Reyes 773-553-6239

PAYMENT PERIOD: Tuition payments are authorized for university courses scheduled from July 1, 2012 through June 30, 2013.

PROGRAM DESCRIPTION: Payments cover tuition for authorized CPS teachers enrolled in courses at a participating university under the: 1) the Algebra Initiative Coursework and 2) the Chicago Transformational Teachers Institute (CTTI). The Algebra Initiative provides an opportunity for CPS middle grades teachers to pursue Algebra Certification so that an increased number of elementary schools can offer a high school algebra course to well-prepared middle grades CPS students. This enhances the opportunities for students to be on a pathway to take advanced mathematics courses in high school. The CTTI program provides math and science leadership development for CPS high schools to create and/or enhance and offer a well-developed fourth-year mathematics or science course at their respective schools. This enhances the opportunities for high school students to be better-prepared for post-secondary mathematics and science. Loyola University of Chicago participates in the CTTI program.

PARTICIPANTS: CTTI participants will also be selected based on an application process geared towards teacher leaders who have demonstrated content knowledge and readiness to take on increased responsibility for school change.

**OUTCOMES:** The key outcomes of the CTTI program include teacher-led work in the refinement, implementation and vertical articulation of rigorous12<sup>th</sup> grade (including Advanced Placement) mathematics and science curricula; as a result, creating increased options for CPS students to enroll in more challenging courses of study in mathematics and science, leading to increased postsecondary options.

**COMPENSATION:** Tuition payments to all 6 universities during the payment period shall not exceed \$570,000 total through June 30, 2013.

**AUTHORIZATION:** The Director of Math and Science 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: Charge to: Office of Curriculum and Instruction, Department of Math and Science

Not to exceed \$570,000 Budget Classification:

13710-353-54305-221049-494037-2013 (Algebra Initiative) 13710-353-54305-221084-494037-2013 (CTTI: Math Tuition) 13710-353-54305-221085-494037-2013 (CTTI: Science Tuition)

Source of Funds: Various local and federal funds

### **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).

Vice President Ruiz abstained on Board Report 12-0523-ED3.

# 12-0523-ED4

# AUTHORIZE TUITION PAYMENTS TO NORTHWESTERN UNIVERSITY FOR MATHEMATICS AND SCIENCE COURSEWORK

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize tuition payments to Northwestern University for mathematics and science coursework Northwestern University is one of six universities participating in this program that were selected based on their previous involvement with mathematics and science programs in the Chicago Public Schools. The other participating universities, DePaul University, University of Chicago, University of Illinois – Chicago, Illinois Institute of Technology and Loyola University, are authorized under separate Board Reports. The total tuition payments to all participating universities under the related Board Reports shall not exceed \$570,000. No written agreement is required for tuition payments. Information pertinent to this program is stated below.

UNIVERSITY: Northwestern University

633 Clark Street Evanston, IL 60208 Contact: Steven McGee Phone 847-467-3113 Vendor # 49090

USER: Office of Curriculum and Instruction

Department of Math and Science

125 S. Clark Street Chicago, IL 60603 Jesch Reyes 773-553-6239

**PAYMENT PERIOD:** Tuition payments are authorized for university courses scheduled from July 1, 2012 through June 30, 2013.

PROGRAM DESCRIPTION: Payments cover tuition for authorized CPS teachers enrolled in courses at a participating university under the: 1) the Algebra Initiative Coursework and 2) the Chicago Transformational Teachers Institute (CTTI). The Algebra Initiative provides an opportunity for CPS middle grades teachers to pursue Algebra Certification so that an increased number of elementary schools can offer a high school algebra course to well-prepared middle grades CPS students. This enhances the opportunities for students to be on a pathway to take advanced mathematics courses in high school. The CTTI program provides math and science leadership development for CPS high schools to create and/or enhance and offer a well-developed fourth-year mathematics or science course at their respective schools. This enhances the opportunities for high school students to be better-prepared for post-secondary mathematics and science. Northwestern University participates in the CTTI program.

PARTICIPANTS: CTTI participants will also be selected based on an application process geared towards teacher leaders who have demonstrated content knowledge and readiness to take on increased responsibility for school change.

OUTCOMES: The key outcomes of the CTTI program include teacher-led work in the refinement, implementation and vertical articulation of rigorous12<sup>th</sup> grade (including Advanced Placement) mathematics and science curricula; as a result, creating increased options for CPS students to enroll in more challenging courses of study in mathematics and science, leading to increased postsecondary options

COMPENSATION: Tuition payments to all 6 universities during the payment period shall not exceed \$570,000 total through June 30, 2013.

AUTHORIZATION: The Director of Math and Science 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: Charge to: Office of Curriculum and Instruction, Department of Math and Science

Not to exceed \$570,000 **Budget Classification:** 

> 13710-353-54305-221049-494037-2013 (Algebra Initiative) 13710-353-54305-221084-494037-2013 (CTTI: Math Tuition) 13710-353-54305-221085-494037-2013 (CTTI: Science Tuition)

Source of Funds: Various local and federal funds

### **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

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).

Vice President Ruiz abstained on Board Report 12-0523-ED4.

# 12-0523-ED5

### AUTHORIZE TUITION PAYMENTS TO UNIVERSITY OF ILLINOIS AT CHICAGO FOR MATHEMATICS AND SCIENCE COURSEWORK

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize tuition payments to University of Illinois at Chicago for mathematics and science coursework. University of Illinois at Chicago is one of six universities participating in this program that were selected based on their previous involvement with mathematics and science programs in the Chicago Public Schools. The other participating universities, DePaul University, University of Chicago, Northwestern University, Illinois Institute of Technology and Loyola University, are authorized under separate Board Reports. The total tuition payments to all participating universities under the related Board Reports shall not exceed \$570,000. No written agreement is required for tuition payments. Information pertinent to this program is stated below.

**UNIVERSITY:** University of Illinois at Chicago

Office of Continuing Education/UIC

Algebra Initiative

1333 South Halsted, M/C 165 Chicago, IL 60607 Contact: Susan Amati Phone #: 312-413-1798

Vendor # 32571

USER: Office of Curriculum and Instruction

Department of Math and Science

125 S. Clark Street Chicago, IL 60603 Jesch Reyes 773-553-6239

PAYMENT PERIOD: Tuition payments are authorized for university courses scheduled from July 1, 2012 through June 30, 2013.

PROGRAM DESCRIPTION: Payments cover tuition for authorized CPS teachers enrolled in courses at participating university under the: 1) the Algebra Initiative Coursework and 2) the Chicago Transformational Teachers Institute (CTTI). The Algebra Initiative provides an opportunity for CPS middle grades teachers to pursue Algebra Certification so that an increased number of elementary schools can offer a high school algebra course to well-prepared middle grades CPS students. This enhances the opportunities for students to be on a pathway to take advanced mathematics courses in high school. The CTTI program provides math and science leadership development for CPS high schools to create and/or enhance and offer a well-developed fourth-year mathematics or science course at their respective schools. This enhances the opportunities for high school students to be better-prepared for post-secondary mathematics and science. The University of Illinois at Chicago participates in both programs

PARTICIPANTS: Algebra Initiative Coursework participants include CPS teachers who possess a math endorsement, have demonstrated leadership skills, and desire to obtain HS Algebra Certification. Participants are selected through a competitive process; they commit to a year-long sequence of courses and take the Teacher Qualifying Exam in January and/or March of the subsequent year, and must pass to earn certification. CTTI participants will also be selected based on an application process geared towards teacher leaders who have demonstrated content knowledge and readiness to take on increased responsibility for school change.

**OUTCOMES:** The Algebra Initiative Coursework program will result in an increased number of certified algebra teachers in the middle grades. This creates increased opportunities for students to engage in a more rigorous mathematics program of study, such as enrollment in advanced mathematics courses as freshmen, which puts them on the pathway to enroll in advanced mathematics courses in high school and higher level postsecondary mathematics courses. The key outcomes of the CTTI program include teacher-led work in the refinement, implementation and vertical articulation of rigorous12<sup>th</sup> grade (including Advanced Placement) mathematics and science curricula; as a result, creating increased options for CPS students to enroll in more challenging courses of study in mathematics and science, leading to increased postsecondary options.

**COMPENSATION:** Tuition payments to all 6 universities during the payment period shall not exceed \$570,000 total through June 30, 2013.

**AUTHORIZATION:** The Director of Math and Science 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: Charge to: Office of Curriculum and Instruction, Department of Math and Science

Not to exceed \$570,000 Budget Classification:

13710-353-54305-221049-494037-2013 (Algebra Initiative) 13710-353-54305-221084-494037-2013 (CTTI: Math Tuition) 13710-353-54305-221085-494037-2013 (CTTI: Science Tuition)

Source of Funds: Various local and federal funds

### **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).

# Vice President Ruiz abstained on Board Report 12-0523-ED5.

### 12-0523-ED6

# AUTHORIZE TUITION PAYMENTS TO THE UNIVERSITY OF CHICAGO FOR MATHEMATICS AND SCIENCE COURSEWORK

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

Authorize tuition payments to the University of Chicago for mathematics and science coursework University of Chicago is one of six universities participating in this program that were selected based on their previous involvement with mathematics and science programs in the Chicago Public Schools. The other participating universities, DePaul University, University of Illinois – Chicago, Northwestern University, Illinois Institute of Technology and Loyola University, are authorized under separate Board Reports. The total tuition payments to all participating universities under the related Board Reports shall not exceed \$570,000. No written agreement is required for tuition payments. Information pertinent to this program is stated below.

UNIVERSITY: University of Chicago

SESAME Program 5801 S. Ellis Chicago, IL 60637

Contact: Dr. Paul J. Sally, Jr. Phone: 773-702-7388 Vendor # 33123

USER: Office of Curriculum and Instruction

Department of Math and Science

125 S. Clark Street Chicago, IL 60603 Jesch Reyes 773-553-6239

PAYMENT PERIOD: Tuition payments are authorized for university courses scheduled from July 1, 2012 through June 30, 2013.

PROGRAM DESCRIPTION: Payments cover tuition for authorized CPS teachers enrolled in courses at a participating university under the: 1) the Algebra Initiative Coursework and 2) the Chicago Transformational Teachers Institute (CTTI). The Algebra Initiative provides an apportunity for CPS middle grades teachers to pursue Algebra Certification so that an increased number of elementary schools can offer a high school algebra course to well-prepared middle grades CPS students. This enhances the opportunities for students to be on a pathway to take advanced mathematics courses in high school. The CTTI program provides math and science leadership development for CPS high schools to create and/or enhance and offer a well-developed fourth-year mathematics or science course at their respective schools. This enhances the opportunities for high school students to be better-prepared for post-secondary mathematics and science. The University of Chicago participates in the Algebra Initiative Coursework program.

PARTICIPANTS: Algebra Initiative Coursework participants include CPS teachers who possess a math endorsement, have demonstrated leadership skills, and desire to obtain HS Algebra Certification. Participants are selected through a competitive process; they commit to a year-long sequence of courses and take the Teacher Qualifying Exam in January and/or March of the subsequent year, and must pass to earn certification.

**OUTCOMES:** The Algebra Initiative Coursework program will result in an increased number of certified algebra teachers in the middle grades. This creates increased opportunities for students to engage in a more rigorous mathematics program of study, such as enrollment in advanced mathematics courses as freshmen, which puts them on the pathway to enroll in advanced mathematics courses in high school and higher level postsecondary mathematics courses.

**COMPENSATION:** Tuition payments to all 6 universities during the payment period shall not exceed \$570,000 total through June 30, 2013.

AUTHORIZATION: The Director of Math and Science 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: Charge to: Office of Curriculum and Instruction, Department of Math and Science

Not to exceed \$570,000 Budget Classification:

13710-353-54305-221049-494037-2013 (Algebra Initiative) 13710-353-54305-221084-494037-2013 (CTTI: Math Tuition) 13710-353-54305-221085-494037-2013 (CTTI: Science Tuition)

Source of Funds: Various local and federal funds

### **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).

Vice President Ruiz abstained on Board Report 12-0523-ED6.

12-0523-ED7

**FINAL** 

# AMEND BOARD REPORT 07-0926-ED4 ADOPT BY-LAWS FOR THE TITLE I PARENT INVOLVEMENT ADVISORY BOARD

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board adopt <u>revised</u> By-Laws to govern the operation of the Title I Parent Involvement Advisory Board.

**DESCRIPTION:** On August 22, 2007, the Board adopted a Resolution approving the formation of an NCLB Title I Parent Involvement Advisory Board (Board Report 07-0822-RS4) for purposes of facilitating compliance with various requirements of the No Child Left Behind Act ("NCLB"). Pursuant to this Resolution, the Title I Parent Involvement Advisory Board shall operate under <u>revised</u> by-laws approved by the Board.

The <u>revised</u> by-laws that will govern the operation of the Title I Parent Involvement Advisory Board are attached to this Board Report <u>and will supersede anything to the contrary in the Resolution that approved the formation of this advisory body.</u>

# TITLE I PARENT INVOLVEMENT ADVISORY BOARD BY-LAWS

# ARTICLE I - NAME AND AUTHORITY

Section 1. Name. The name of this advisory board established by the Chicago Board of Education ("Board") under Board Report 07-0822-RS4 shall be the Title I Parent Involvement Advisory Board ("PIAB").

Section 2. <u>Authority</u>. The PIAB and these by-laws are created to fulfill the obligations of the No Child Left Behind Act ("NCLB"), particularly Section 1118 of NCLB. All implementation of these by-laws and operation of the PIAB shall be intended to comply with NCLB, related regulations and mandates from the U.S. Department of Education ("USDE") and the Illinois State Board of Education ("ISBE"). These by-laws may be amended upon approval of the Chicago Board of Education.

# ARTICLE II - GOVERNANCE

<u>Governance.</u> These by-laws and the guidelines to be prepared by the Office of Local School Council Relations shall govern the operation of the PIAB.

### ARTICLE III - MEMBERSHIP

Section 1. Membership. Members of the PIAB must be parents, as defined herein, of students participating in Chicago Public Schools ("CPS") NCLB Title I programs. This includes all parents of students enrolled in an NCLB Title I Schoolwide program, as well as parents of students identified for NCLB targeted assistance programs, as defined by NCLB. Members shall certify their status as a CPS NCLB Title I parent at the time of their nomination and again during their membership term by completing a recertification form prepared and distributed by the Office of Local School Council Relations.

"Parent" includes the natural and adoptive parent whose parental rights have not been terminated by any legal process, legal guardian appointed pursuant to a legal proceeding, and other persons standing in loco parentis, such as a grandparent or step-parent, with whom the child resides and who shows evidence of being legally responsible for the child's daily welfare. This may include persons exercising legal custody as defined in 105 ILCS 5/10-20.12b, such as short term guardians and adults demonstrating that they have assumed and are exercising legal responsibility for the child and are providing a regular fixed night-time abode for the child for purposes other than to have access to the educational programs of the district.

The Office of Local School Council Relations shall make the determination of who qualifies as a CPS NCLB Title I Parent for purposes of PIAB membership. The determination will be based on factual circumstances of the person claiming Parent status, including whether the child resides with them, what financial support they are providing the child, whether they are providing daily care for the child, and whether they are making daily decisions regarding the care and welfare of the child.

Section 2. <u>Number of Members</u>. The membership of the PIAB shall consist of two members nominated from each of the <u>five Collaboratives</u> six <u>Clusters</u>, as well as <u>two additional members and</u> a Chair identified by the Office of Local School Council Relations from among any of the NCLB Title I parents in the district, for a total of thirteen members, appointed by the Board. No school shall have more than one parent member serving on the PIAB at any one time.

Section 3. <u>Nomination Process.</u> The Office of Local School Council Relations will recommend candidates for appointment to the Board. Principals from CPS NCLB Title I schools shall assist the Office of Local School Council Relations in their recommendations by nominating potential parent representatives from their school based upon guidelines issued by the Office of Local School Council Relations. The Office of Local School Council Relations will then recommend 12 members from those nominated, considering the following criteria: racial and ethnic diversity; geographical diversity; NCLB Title I parent status; and representation of high schools and elementary schools as well as schools with both larger and smaller NCLB Title I programs.

For the 2007-2008 school year, nominations made by the principals and recommendations made by the Office of Local School Council Relations shall be forwarded to the Board for appointment in the Fall. Each school year thereafter, nominations shall be made by principals in the Spring and appointments will be made by the Board prior to July 1<sup>st</sup>.

Section 4. <u>Length of Term.</u> Beginning in the 2007-2008 school year, the length of term of those PIAB members appointed by the Board from clusters 1, 3 and 5 in September, 2007, begins immediately upon appointment and will end on June 30, 2009. All other terms of office, including members from clusters 2, 4 and 6 and the Chair appointed by the Board in September, 2007, shall begin immediately upon appointment and end on June 30, 2010. <u>Beginning July 1, 2012, Thereafter, all members shall serve one-year two-year terms</u>, with terms commencing on July 1<sup>st</sup>. <u>Memberships shall be staggered, so that half of the clusters are nominating new members each year.</u> Members are limited to two one terms.

Section 5. <u>Termination</u>. Members of the PIAB must continue to be a CPS NCLB Title I parent or will be removed from the PIAB. Contested removals shall be decided pursuant to Board procedures for the removal of Local School Council members contained in Board Rule 6-28, Sections D and E.

Any member who misses three consecutive regularly scheduled meetings of the PIAB, or <u>five</u> four regularly scheduled meetings of the PIAB within their two year term, will be removed as a member of the PIAB by the Office of Local School Council Relations after written notice is provided.

Any member who wishes to resign from the PIAB during his or her term shall submit a written resignation to the Chair of the PIAB.

Section 6. Replacement of Vacancies. Vacancies of members shall be filled by the Board from among CPS NCLB Title I parents, with consideration given to the Collaboratives cluster which the member represents and the racial, ethnic, geographic and other factors considered in any outgoing/ departing member's nomination and appointment. The same nomination process to identify new members shall be followed for vacancies, with the principal nominating parents by means of the guidelines issued by the Office of Local School Council Relations, and the Office recommending persons to the Board for appointment.

Section 7. Meetings. The PIAB shall meet monthly four times a year at a minimum on the second Tuesday of September, December, March and May, unless otherwise determined by a majority of members at the September meeting. The times of the meetings shall be set by the PIAB at their first meeting of the year, pursuant to the Office of LSC Relations guidelines, and shall be set so as to

maximize CPS NCLB Title I parent participation. However, the inaugural meeting of the PIAB will take place in October 2007 with the date and time established by the Office of LSC Relations. After the 2007-2008 school year, meeting schedules shall be prepared one year in advance so that notice of the dates can be provided to parents district-wide. Special meetings of the PIAB shall be called, as needed, by the Chair

**Section 8.** Notice, Notice of PIAB meetings shall be provided in accordance with the Opening Meetings Act ("OMA"). Additional measures shall be taken to ensure as many Title I parents receive notice of PIAB meetings as possible. These measures may include posting notice of the meetings on the CPS web site, posting a schedule of meetings at CPS NCLB Title I schools, including meeting dates and times on the Board's calendar, advertising meetings at regularly scheduled meetings of the <u>Collaboratives</u> clusters, and providing notice to parents during Report Card Pick-up.

Section 9. <u>Participation</u>. All meetings shall be open to the public, in accordance with the OMA. A time for public participation shall be provided at each meeting. Persons wishing to present during public participation must state their name, whether they are a CPS NCLB Title I parent, and, if so, the name of the school their child attends. Comments from CPS NCLB Title I parents will be codified in written minutes and factored into discussions and decisions rendered by the PIAB. The Office of Local School Council Relations shall transmit the written minutes to the Board along with any decisions or recommendations made by the PIAB. If deemed necessary by the Office of Local School Council Relations, the written minutes of PIAB meetings along with any decisions and recommendations rendered and related documentation shall also be submitted to USDE or ISBE for demonstration of compliance with NCLB.

Section 10. <u>Operation of Body.</u> The PIAB is an advisory body. However, since the Board wishes to obtain the opinion of a representative sampling of CPS NCLB Title I parents, the PIAB shall only have a quorum if six (6) members are present. The PIAB may still convene a meeting, and may take public comment from Title I parents and hear presentations from Board staff, if less than six (6) members are present.

The PIAB may take an official position on issues if the members wish to do so, or if requested to do so by the Board, in this case, an affirmative vote of the members present at the meeting shall determine the outcome of the issue under discussion, provided that there are six or more. Each member shall have one vote and proxy voting is not permitted. If the Board, through its Office of Local School Council Relations, requests consultation of the PIAB on particular issues, the members shall provide their opinions and a record of the opinions expressed by CPS NCLB Title I parents during public comment, including those disagreeing with the Board's proposed plan of action. All such opinions shall be documented by Office of Local School Council Relations staff and reported to the Board.

Section 11. <u>Compensation</u>. Members shall serve without compensation and without reimbursement of any expenses incurred in the performance of their duties.

### **ARTICLE IV - OFFICERS**

Section 1. Officers. The officers of the PIAB shall be the Chair (appointed by the Board) and the Vice Chair (appointed by the Chair).

Section 2. Chair. The Chair shall preside at all meetings. He or she has authority to call special meetings and direct the Office of Local School Council Relations to post official notice of these special meetings, per Article III. The Chair shall have general supervision, direction, and control of the business of the PIAB and shall perform all duties of the office.

Section 3. <u>Vice Chair.</u> The Vice Chair shall preside at all meetings during the absence of the Chair, and during that time, shall have general supervision, direction, and control of the business of the PIAB and shall perform all duties of the office.

Staff of the Office of Local School Council Relations shall assist the Chair and Vice Chair by preparing notice and agenda materials for PIAB meetings, keeping minutes of PIAB meetings to be approved by the PIAB, registering the terms of PIAB members and collecting the required annual CPS NCLB Title I parent status certifications, and performing any and all other administrative functions necessitated by the PIAB or the requirements of NCLB.

# ARTICLE V - ADVISORY FUNCTION

Advisory Function. The PIAB will serve in an advisory capacity to the Board pursuant to NCLB Section 1118 (e)(12). The Board, through its Office of Local School Council Relations, shall annually consult with and involve the PIAB, and Title I parents through their participation in PIAB meetings, on matters requiring parental input pursuant to NCLB, including the planned expenditure of parent involvement funds and the allocation of such funds to the NCLB Title I schools, the annual review of the content and effectiveness of the Board's NCLB Parental Involvement policy, the Local Educational Agency Plan required by NCLB, the Board's process of school review and improvement under NCLB, and the Local Educational Agency grant application detailing the proposed use of NCLB Title I funds for the year.

The PIAB may be asked to advise the Board, through the Office of Local School Council Relations, on other issues related to NCLB, such as NCLB Title I programming, working with parents to increase student academic achievement, the operation of district Parent Resource Centers, and the offering and scheduling of parent workshops and conferences.

The PIAB may also serve as a liaison between the Board and its CPS NCLB Title I parents, and opine on potential parent receptiveness to or effectiveness of Board policies and/or programs. In such capacity, the PIAB is authorized to seek periodic presentations and updates from district staff in order for the PIAB to provide opinions on planned or ongoing projects and/or programming and/or operations. The PIAB will be periodically updated on new or revised Board policies and rules.

Comments, opinions and votes of the PIAB shall be advisory only and not binding on the Board.

The Office of Local School Council Relations will serve as liaison between the Board staff and the PIAB, ensuring that the appropriate persons are identified and scheduled to present to the PIAB on topics requested by the PIAB or the Board. The Office of Local School Council Relations will also ensure that the PIAB members are provided with information regarding programs affecting parents where feasible

The PIAB shall not have jurisdiction over school parent involvement bodies or Local School Councils.

# ARTICLE VI - GENERAL PROVISIONS

Rules of Order. The rules contained in the current edition of Robert's Rules of Order shall govern the meetings of the PIAB. Rules shall be applied with flexibility.

### 12-0523-OP1

# AUTHORIZATION TO ACCEPT TITLE AND POSSESSION OF 5624 SOUTH WOLCOTT FROM THE CITY OF CHICAGO FOR PARKING AT THE HENDERSON SCHOOL

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the acceptance of title and possession of 5624 South Wolcott, Chicago, IL from the City of Chicago ("City") for parking at Henderson School. Information pertinent to the land transfer is as follows:

**GRANTOR:** City of Chicago

c/o Department of Housing and Economical Development 121 N. LaSalle Street, 10<sup>th</sup> Floor

Chicago, IL 60602 Contact: Robert Wolf

**GRANTEE:** City of Chicago in Trust for Use of Schools

**DESCRIPTION:** Address: 5624 S. Wolcott Avenue

PIN: 20-18-209-020

Size: 3,750 Square Feet (approx)

Legal Description: See Exhibit A attached

**PURCHASE PRICE:** \$1.00

**PURPOSE/USE:** The Property is currently being used by the Henderson School for parking.

**AUTHORIZATION:** Authorize the President and Secretary to execute such other documents as are

necessary for the purpose of accepting and acquiring title and taking possession

of the property from the City of Chicago.

**AFFIRMATIVE** 

**ACTION:** Exempt.

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

FINANCIAL: Charge to Operations Department:

Budget Classification No: 23721-412-56205-009538-000000-2009

Fiscal Year: 2012

Source of Funds: Fund 412 Capital Asset Fund

Project Number: 2012-23721-ACQ

# **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-P02), 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**

# **LEGAL DESCRIPTION**

Henderson School

Parking Lot Parcel to be conveyed by the City of Chicago to the City of Chicago in Trust for Use of Schools

LOT 9 IN BLOCK 6 IN RESUBDIVISION OF BLOCKS 3 TO 6, AND 11 AND 12 IN THE RESUBDIVISION OF BLOCKS 1 TO 8 INCLUSIVE, (EXCEPT THE NORTH 134 FEET OF BLOCKS 1 AND 2 AND THE NORTH 60 FEET OF THE SOUTH 350 FEET OF BLOCKS 7 AND 8) IN LYONS SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 5624 S. WOLCOTT AVE., CHICAGO, ILLINOIS

PIN NO. 20-18-209-020

### 12-0523-AR1

# APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT FOR QUALIFIED INDEPENDENT HEARING OFFICERS

### THE GENERAL COUNSEL RECOMMENDS:

That the Board approve exercising the option to renew agreements for qualified independent hearing officers to conduct public hearings, mediations and other dispute resolutions as determined by the General Counsel at a cost not to exceed \$250,000 in the aggregate. The organizations were selected by the General Counsel in accordance with the Board's directive in 11-0928-RS3. No payment shall be made to any organization during the option period prior to the execution of their written renewal agreement. The authority granted herein shall automatically rescind as to each organization in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is noted below.

# ORGANIZATIONS:

1. JAMS 71 S. Wacker Dr., Suite 3090 Chicago, IL 60606 2. Judicial Conflict Resolution, Inc. 77 W. Wacker Dr., Suite 4800 Chicago, IL 60601  ADR Systems of America, LLC
 N. Clark St., 29<sup>th</sup> Floor Chicago, IL 60602  Resolute Systems, LLC 150 S. Wacker Dr., Suite 2650 Chicago, IL 60606

Contact: Jonathan Moss Phone: (312) 655-0555

Contact: Honorable Francis J. Dolan Phone: (312) 606-8740 Contact: Marc Becker Phone: (312) 960-2260 Contact: Michael Weinzierl Phone: (312) 346-3770

**USER**: Law Department

125 South Clark Street - 7th Floor

Chicago, IL 60603

Contact: Patrick J. Rocks, General Counsel

Phone: 773-553-1700

**ORIGINAL AGREEMENT:** The original Agreement (authorized by Board Report No. 11-1026-AR1) in the amount of \$250,000 in the aggregate is for a term commencing upon the date of execution and ending on June 30, 2012, with the Board having three (3) options to renew for periods of one year each

**OPTION PERIOD:** The term of each agreement is being extended for one year commencing July 1, 2012 and ending June 30, 2013.

OPTION PERIODS REMAINING: There are two (2) option periods for one year each remaining

SCOPE OF SERVICES: Each organization shall furnish hearing officers and/or neutrals to conduct various types of public hearings, mediations, and other dispute resolution services as specified by the General Counsel.

**DELIVERABLES:** For the various types of hearings, mediations or dispute resolutions, the hearing officer or neutral may be required to prepare a written report that complies with the applicable laws, rules or regulations governing the action including, where applicable, and as required by the General Counsel, summarizing the materials and testimony presented at the hearing and submitting recommendations regarding the matter presented.

**OUTCOMES:** The qualified independent hearing officers shall ensure that the various types of hearings, mediations or dispute resolutions are conducted in accordance with the applicable laws, rules or regulations governing the action.

**COMPENSATION:** Each organization shall be paid during this option period at the rate(s) specified in their respective agreements with total compensation to all organizations not to exceed \$250,000 in the aggregate.

# REIMBURSABLE EXPENSES: None

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the General Counsel to execute the agreements and execute any and all ancillary documents required to administer or effectuate these agreements. Authorize the General Counsel to add or remove hearing officers from the lists of hearing officers and/or neutrals for existing organizations without requiring the General Counsel to first amend this Board Report or the agreement.

FINANCIAL: Charge \$250,000.00 to Law Department- Legal and Supportive Service - Professional

Services:

### **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-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-P02), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

President Vitale indicated that if there were no objections, Board Reports 12-0523-ED1, 12-0523-ED3 through 12-0523-ED7, 12-0523-OP1 and 12-0523-AR1, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0523-ED1, 12-0523-ED3 through 12-0523-ED7, 12-0523-OP1 and 12-0523-AR1 adopted.

12-0523-PR1

# AMEND BOARD REPORT 11-0727-PR23

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENTS WITH CHILDREN'S MEMORIAL HOSPITAL AND UMOJA STUDENT DEVELOPMENT CORP TO PROVIDE STAFF DEVELOPMENT AND STUDENT SUPPORT FOR THE OFFICE OF SCHOOL IMPROVEMENT

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

Approve exercising the first option to renew the agreements with Children's Memorial Hospital and Umoja Student Development Corp. for staff development and student support for the Office of School Improvement at a total cost for the option period not to exceed \$130,000.00 \$220,200.00 in the aggregate for all yendors.

Written renewal agreements are currently being negotiated. No payments shall be made any vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This May 2012 amendment is necessary to increase the compensation amount for Umoja by \$90,200 for additional services within the approved scope. A written amendment to the Umoja renewal agreement is required. The authority granted herein shall automatically rescind as to Umoja in the event the written amendment is not executed within 90 days of the date of this Board Report.

### **VENDOR:**

1) Vendor # 40737 CHILDREN'S MEMORIAL HOSPITAL 2300 CHILDREN'S PLAZA BOX 205 CHICAGO, IL 60614 Colleen Cicchetti 312 573-7772

2) Vendor # 24684 UMOJA STUDENT DEVELOPMENT CORPORATION 2935 W. POLK CHICAGO, IL 60612 Lila Leff 773 534-8877

# **USER INFORMATION:**

Contact: 13740 - Office of School Improvement

125 S Clark Street Chicago, IL 60603

Josserand, Mr. Randel Brent

773-553-5449

### **ORIGINAL AGREEMENT:**

The original agreements (authorized by Board Report # 11-0323-PR20) in the amount of \$290,000.00 are for a term commencing September 1, 2010 and ending August 31, 2011, with the Board having 2 options to renew/extend for 1 year terms. The original agreements were awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Purchasing Officer.

# OPTION PERIOD:

The term of each agreement is being extended for 1 year commencing September 1, 2011 and ending August 31, 2012.

# **OPTION PERIODS REMAINING:**

There is 1 option period for 1 year remaining.

# SCOPE OF SERVICES:

Vendors will continue to provide:

Children's Memorial Hospital (CMH) will provide training and ongoing technical assistance to the Care Teams at each school. One CMH representative (psychologist or social worker) is assigned to each of our high schools. They will provide ongoing support to the clinicians regarding the implementation of these targeted interventions. They also work closely with the Care Team Leader at each school to ensure that the Care Team Intake/triage process is efficient and that students in Care Team interventions are tracked for progress. CMH assists the Care Team Leader with analyzing data regarding effectiveness of the interventions. The CMH team provides training and technical assistance to the Care Team members so that they are effective at the "clinical" role they serve in the pod. CMH also assists with school-wide trainings related to topics including: effectively working with students exposed to trauma; self-care for staff who experience stress from serving our high needs population; using some of the techniques from the anger management or trauma interventions in regular practices.

Umoja is a non-profit student development corporation that helps schools build a positive culture and climate and create strong, highly engaging connections between students and adults. Umoja's primary interface with our schools is through our Advisory program. The advisory program is similar to a "homeroom" with a more focused purpose and curriculum. Advisory meets 4 days per week for about 17 minutes and once a week for 45 minutes. There is one Umoja representative assigned to each of our high schools. The Umoja representative at each school works closely with their respective schools' Advisory Team (dubbed A-Team). Umoja and the A-Team design and tailor Advisory curriculum to the needs of the school. Umoja representative provide training and technical assistance on the delivery of Advisory lessons, school-wide training related to: Advisory programming and building strong connections with students, etc. Umoja works with the administration and A-Teams to identify ways to infuse and integrate the relationship-building work/techniques of Advisory into the school environment.

Umoja will create 160 new lessons: 40 revised lessons with 6-8 units per grade level all in backward design format for expansion of advisory programming for school year 2012-2013. The new and revised lessons will be completed by August 1, 2012.

### **DELIVERABLES:**

Vendor will continue to provide:

Children's Memorial Hospital:

- -Care Team training in Think First, Cognitive Behavioral Intervention for Trauma in Schools (CBITS)
- -Weekly technical assistance and consultation support to Care Teams
- -production of Care Team manuals and Care Team policies/procedures
- -data analysis on the effectiveness of interventions and the students served in the interventions
- -participation in Area 29 mandated meetings, workshops, and trainings

### Umoia:

- -Advisory curriculum, differentiated by grade level (as requested) for Extended Advisory Day programming for the entire school year
- -Advisory curriculum for Advisory Daily Short Check-Ins for the entire school year
- -Qualitative and quantitative assessments of Advisory implementation
- -professional development training to Advisors and/or all teachers and staff
- -participation in Area 29 mandated meetings, workshops, and trainings

### **OUTCOMES:**

Vendor's services will result in the following:

#### CMH.

- -reduction in symptoms of trauma for students served in CBITS
- -improvement in anger management skills for students served in Think First
- -improvement in clinical health of students served in Tier II and Tier III services
- -increase in quantity of appropriate Care Team referrals generated from grade level pod processes
- -increase in Tier I supports provided by Care Team members to colleagues in grade level pod process
- -increase in attendance and grades for students served in Tier II and Tier III interventions
- -reduction in serious misconducts for students served in Tier II and Tier III interventions

# Umoja:

- -increase in student attendance in Advisory periods
- -increase in rates of Advisory implementation by Advisors
- -increase in percentage of students reporting a safe and warm school climate
- -increase in percentage of students identifying Advisor as consistent caring source of support
- -increase in freshman-on-track and post-secondary metrics
- -minimum number of students at each school receiving a Pass grade for Advisory

### **COMPENSATION:**

Vendors shall be paid upon involcing as set forth in their renewal agreement; total compensation shall not exceed \$130,000.00 \$220,200.00 in the aggregate.

### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreements and amendment. Authorize the President and Secretary to execute the renewal agreements and amendment. Authorize Acting Officer of Office of School Improvement to execute all ancillary documents required to administer or effectuate the agreements.

### **AFFIRMATIVE ACTION:**

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

# LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Expenditures required by this report for fiscal Years 2012-2013.

Charge to various school budgets/ Office of School Turnaround: \$130,000.00 \$220.200.00 \$40,000.00 FY12 - C.M.H.

Fiscal Years: 2012-2013

Budget Classification: 13745-367-xxxxx-xxxxxx-433931

46261-367-xxxxx-xxxxxx-433951 47041-367-xxxxx-xxxxxx-433921 46151-367-xxxxx-xxxxxx-433994 46111-367-xxxxx-xxxxxx-433911

Source of Funds: School Improvement Grant

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

Vice President Ruiz abstained on Board Report 12-0523-PR1.

# 12-0523-PR2

# APPROVE ENTERING INTO AN AGREEMENT WITH WIRELESS GENERATION FOR THE PURCHASE OF EARLY MATHEMATICS ASSESSMENT SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Wireless Generation to provide Early Mathematics Assessment Services to the Department of Student Assessment at a total cost not to exceed \$1,700,000.00. 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 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.

The Board has a current agreement with Wireless Generation for similar math assessment services. That agreement (authorized by Board Report 09-0826-PR18) was for a term commencing September 15, 2009 and ending August 31, 2011 and was renewed for a term commencing September 1, 2011 and ending August 31, 2013 (authorized by Board Report 11-0824-PR24). The current extended agreement with Wireless Generation will be terminated upon execution of the new agreement authorized herein.

Specification Number: 11-250058

Contract Administrator: Sinnema, Mr. Ethan Cedric / 773-553-2280

# VENDOR:

1) Vendor # 12990
WIRELESS GENERATION, INC.
55 WASHINGTON ST., STE 900
BROOKLYN, NY 11201-1071
Patrick Smith
212 796-2204

### **USER INFORMATION:**

Contact: 11210 - Assessment

125 S Clark Street, 11th Floor Chicago, IL 60603

Deuser, Mr. Michael K 773-553-2320

#### TERM:

The term of this agreement shall commence on July 1, 2012 and shall end June 30, 2013. This agreement shall have three options to renew for periods of one 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 services as described in the agreement and scope of services:

Assessments: Reliable and valid research based screener, diagnostic and progress monitoring assessment tools.

**Assessment Administration**: The capacity for the Board-defined number of schools to administer the given assessment.

**Professional Development**: All necessary professional development to meet the needs of the Board-defined number of schools to implement this system of screener, diagnostic, and progress monitoring assessments or methods.

Technology, Data Collection, and Reporting: Vendor will house all associated data and reporting systems. Data reports housed by vendor will be accessible by the Board. Vendor will provide all raw assessment data to Board in formats compatible with the Board's data systems.

Integrated Program of Assessment and Instruction: Vendor will work with the Board and its partners (potentially including curriculum publishers) to identify and develop intervention strategies using supported instructional materials.

Project Management and Personnel Requirement: Vendor will submit a project plan that outlines how it will address all aspects of the project implementation period. Vendor will adhere to Board project-management guidelines and expectations including but not limited to: providing a project manager to the early mathematics assessment; participating in periodic status meetings; providing periodic status reports based on project metrics defined by the Board; providing regular financial updates; and responding to issues in a timely manner.

# **DELIVERABLES:**

Vendor will provide reliable and valid research based screener, diagnostic and progress monitoring assessment tools, math assessment delivery system, professional development, data reports, and alignment of intervention strategies to Board recommended curricular materials

### OUTCOMES

This purchase will enable CPS teachers to develop a system for early intervention and instruction to ameliorate fallure in later grades, ensuring that students entering grade 3 have the knowledge and skills to be successful and to ensure that students are on track in every grade. The vendor's services will result in CPS having: 1) the ability to administer assessment to the Board defined number of students, 2) access to valid, reliable assessment data to be used specifically for the purpose of improving instruction enhancing student achievement; 3) results on a secure, password-protected Web site that allows teachers to view, analyze, and manage data; and, 4) appropriate professional development to both administer the assessment and use the data to drive instruction. This project will impact approximately 89,000 students in grades K-2, 2,900 teachers, 460 principals and all associated network and central office staff

### COMPENSATION:

Vendor shall be paid in accordance with the prices contained in the agreement; total not to exceed the sum of \$1,700,000.00.

### REIMBURSABLE EXPENSES:

None

# **AUTHORIZATION:**

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

# **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement include: 15% total MBE and 5% total WBE participation.

The Vendor has identified the following participation:

Total MBE - 15%

Virtuoso Education Consulting 9450 E. Raymond Street Indianapolis, IN 46329 Contact: Renae Azziz

Total WBE - 5% Briljent LLC 7615 W. Jefferson Fort Wayne, IN 46804 Contact: Lisa Harris

### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to CityWide Student Assessment: \$1,700,000.00 FY2013 funding is contingent upon budget appropriation and approval. Grant numbers may change for FY2013.

11210-332-53405-211204-430125-2013 \$1,700,000.00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

Vice President Ruiz abstained on Board Report 12-0523-PR2.

### 12-0523-PR3

# APPROVE ENTERING INTO AN AGREEMENT WITH WIRELESS GENERATION FOR THE PURCHASE OF EARLY LITERACY ASSESSMENT SERVICES

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

Approve entering into an agreement with Wireless Generation to provide Early Literacy Assessment Services to the Department of Student Assessment at a total cost not to exceed \$3,000,000 00. 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 execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number: 12-250010

Contract Administrator: Sinnema, Mr. Ethan Cedric / 773-553-2280

#### **VENDOR**

1) Vendor # 12990
WIRELESS GENERATION, INC.
55 WASHINGTON ST., STE 900
BROOKLYN, NY 11201-1071
Patrick Smith
212 796-2204

### **USER INFORMATION:**

Contact: 11210 - Assessment

125 S Clark Street, 11th Floor

Chicago, IL 60603 Deuser, Mr. Michael K. 773-553-2419

#### TERM:

The term of this agreement shall commence on July 1, 2012 and shall end June 30, 2013. This agreement shall have three options to renew for periods of one 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 services as described in the agreement and scope of services:

Assessments: Reliable, valid, research-based screening, diagnostic, and progress monitoring assessment tools.

Assessment Administration: The capacity for the Board-defined number of schools to administer the assessment.

**Professional Development:** All necessary professional development to meet the needs of the Board-defined number of schools to implement this system of screening, diagnostic, and progress monitoring assessments or methods.

**Technology, Data Collection, and Reporting**: Vendor will house all associated data and reporting systems. Data reports housed by vendor will be accessible by the Board. Vendor will provide all raw assessment data to Board in formats compatible with the Board's data systems.

Integrated Program of Assessment and Instruction: Vendor will work with Board and its partners (potentially including curriculum publishers) to identify and develop intervention strategies using supported instructional materials.

Project Management and Personnel Requirement: Vendor will submit a project plan that outlines how it will address all aspects of the project implementation period. Vendor will adhere to Board project management guidelines and expectations including, but not limited to: providing a project manager; participating in periodic status meetings; providing periodic status reports based on project metrics defined by the Board; providing regular financial updates; and responding to issues in a timely manner.

### DELIVERABLES:

Vendor will provide reliable, valid, research based screening, diagnostic, and progress monitoring assessment tools, literacy assessment delivery system, professional development, data reports, and alignment of intervention strategies to Board-recommended curricular materials.

### **OUTCOMES:**

This purchase will enable CPS teachers to develop a system for early instruction and/or intervention to prevent failure in later grades, ensuring that students entering grade 3 have the knowledge and skills to be successful and to ensure that students are on-track in every grade. The vendor's services will result in CPS having: 1) the ability to administer the assessment to the Board-defined number of students; 2) access to valid, reliable assessment data to be used specifically for the purpose of improving instruction and enhancing student achievement; 3) assessment results on a secure, password-protected website that allows teachers and administrators to view, analyze, and manage data; and, 4) appropriate professional development to both administer the assessment and use the resulting data to drive instruction. The project will impact approximately 90,000 students in grades K-2, 4,750 teachers, 475 principals and all associated network and central office staff

### **COMPENSATION:**

Vendor shall be paid in accordance with the prices specified in the written agreement, total not to exceed the sum of \$3,000,000.00.

# **REIMBURSABLE EXPENSES:**

None

# **AUTHORIZATION:**

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

### **AFFIRMATIVE ACTION:**

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement include: 15% total MBE and 5% total WBE participation.

The Vendor has identified the following participation:

Total MBE - 15% Diana Garza 21934 Pelican Creek San Antonio, TX 78258

Thelma Marichalar 123 Palo Pinto Street San Antonio, TX 78232

Total WBE - 5% Briljent LLC 7615 W. Jefferson Fort Wayne, IN 46804 Contact: Lisa Harris

### LSC REVIEW:

Local School Council approval is not applicable to this report

#### FINANCIAL

Charge to Citywide Student Assessment: \$3,000,000 00 FY2013 funding is contingent upon budget appropriation and approval. Grant numbers may change for FY2013

11210-332-53405-223014-430125-2013

\$3,000,000,00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21 3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

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

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

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

Vice President Ruiz abstained on Board Report 12-0523-PR3.

# 12-0523-PR4

# AMEND BOARD REPORT 11-0928-PR20 APPROVE ENTERING INTO AGREEMENTS WITH UMOJA STUDENT DEVELOPEMENT CORPORATION AND EDUCATORS FOR SOCIAL RESPONSIBILITY FOR ADVISORY IMPLEMENTATION SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Umoja Student Development Corporation and Educators for Social Responsibility to provide advisory implementation services to Small Learning Communities at a total cost not to exceed \$93,000 \$146,000. Vendors were selected on a competitive basis pursuant to Board Rule 7-2, as awarded by 11-0908-CPOR-1475. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This May 2012 amendment is necessary to: 1) increase the not to exceed amount to \$146,000 based on the number of schools approved as part of the US Department of Education Small Learning Communities grants and 2) update CPS contact information. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event their amendment is not executed within 90 days of the date of this Board Report.

Contract Administrator: Walls, Miss Opal Lynette / 773-553-2280

CPOR Number: 11-0908-CPOR-1475

### VENDOR:

1) Vendor # 24684

UMOJA STUDENT DEVELOPMENT CORPORATION 2935 W. POLK CHICAGO, IL 60612 Ted Christians 773 534-8877

2) Vendor # 23814
EDUCATORS FOR SOCIAL
RESPONSIBILITY
23 GARDEN STREET
CAMBRIDGE, MA 02138

Michele Tissiere 617 492-1764

### **USER INFORMATION:**

Project <u>13725 - Early College and Career</u>

Manager: 125 S Clark Street

Chicago, IL 60603 Gann, Ms. Susan E 773-553-1038

# TERM:

The term of each agreement shall commence on the date the agreement is signed and shall end on July 31, 2012. The agreements shall have one (1) option to renew for a period of nine (9) months.

# **EARLY TERMINATION RIGHT:**

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

# **SCOPE OF SERVICES:**

Vendors will provide advisory strategies to support personalized academic and postsecondary growth for students. Vendors will work with schools to create an effective advisory to begin Fall 2011. Vendors will build supports with each school to create school wide advisory plans, build leadership capacity to sustain the work when the Vendors' contracts expire, and assist in gaining full participation of all faculty in a robust implementation of advisory.

# **DELIVERABLES:**

Vendors will provide the following deliverables: 1) Collaborative creation with schools to build advisory curriculum to meet the school's needs, 2) Design and deliver professional development during 2011-12 school year beginning Fall 2011, 3) Design and assist in implementation of a system of peer accountability among teachers, 4) Provide support for teachers struggling to implement advisory, and 5) Provide on-site evaluation of implementation of advisory.

### OUTCOMES:

Vendors' services will result in: 1) An advisory curriculum customized to each school's needs centered around student achievement and postsecondary success, 2) 100% teacher implementation of advisory, and 3) Sustainability plan for 2012-13 advisory implementation.

### **COMPENSATION:**

Vendors shall be paid as specified in their agreements. The compensation payable to Umoja Student Development Corporation shall not exceed \$55,000 and the compensation payable to Educators for Social Responsibility shall not exceed \$35,000 \$70,000; total aggregate compensation for vendors not to exceed \$93,000 \$146,000.

# REIMBURSABLE EXPENSES:

None

### **AUTHORIZATION:**

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

# **AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBEWBE provisions of the Program do not apply to transactions where the vendor(s) providing service operate as Not-for-Profit organizations. This agreement is exempt from review.

### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to Small Learning Communities 13722 13727-336-54125-221033-543521-2012

Charge to Small Learning Communities 13727-336-54125-221033-543521-2013
Charge to Small Learning Communities 13727-336-54125-221033-543517-2013
Charge to Small Learning Communities 13727-336-54125-221033-543518-2013

13727-336-54125-221033-543521-2012	\$93,000.00
13727-336-54125-221033-543521-2013	\$18,000,00
13727-336-54125-221033-543517-2013	\$15,000,00
13727-336-54125-221033-543518-2013	\$20,000.00

CFDA#: Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

# 12-0523-PR5

# APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH VEECO MANUFACTURING FOR THE PURCHASE OF COSMETOLOGY EQUIPMENT

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreement with Veeco Manufacturing to provide cosmetology equipment to the Career and Technical Education Department at a total cost for the option period not to exceed \$150,000. A written document exercising this option is currently being negotiated. No payment shall be made to Veeco Manufacturing 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: 10-250001

Contract Administrator: Waites, Ms. Nicole L / 773-553-2280

### **VENDOR:**

1) Vendor # 21475
VEECO MANUFACTURING CO., INC.
1217 W WASHINGTON BLVD.
CHICAGO, IL 60607
Joe Ryan
312 666-0900

# **USER INFORMATION:**

Contact:

13725 - Early College and Career

125 S Clark Street

Chicago, IL 60603

Mcgee, Mrs. Letitia J.

773-553-2108

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 10-0428-PR31 as amended by 12-0222-PR5) in the amount of \$450,000 is for a term commencing May 14, 2010 and ending June 30, 2012, with the Board having 2 options to renew for 1 year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

### **OPTION PERIOD:**

The term of this agreement is being extended for 1 year commencing July 1, 2012 and ending June 30, 2013.

### **OPTION PERIODS REMAINING:**

There is 1 option period for 1 year remaining.

### **DESCRIPTION OF PURCHASE:**

Goods: Cosmetology Equipment Quantity: As needed by Board Unit Price: As specified in agreement Total Cost Not to Exceed: \$150,000

# **DELIVERABLES:**

Vendor will continue to provide cosmetology equipment.

### **OUTCOMES:**

Vendor: All equipment to be delivered on time, in good working condition, and at the agreed upon price

Program: Procurement of this equipment will support the District's and CTE's goal of achieving higher enrollment and graduation rates in CPS Career Academies. Additionally, this purchase will allow students to work on industry specific equipment which will enable them to attain skills in the cosmetology field, potentially resulting in industry certification and licensure; college credit in high school, and participation in work-related experiences (i.e. apprenticeships, internships, etc.).

### **COMPENSATION:**

Vendor shall be paid during this option period as follows: in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$150,000.

# **AUTHORIZATION:**

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

### **AFFIRMATIVE ACTION:**

This agreement is in full compliance with the requirements of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this agreement include 30% total MBE and 7% total WBE participation.

The Vendor has identified the following:

Total MBE - 30% Jorge Villalpando 2412 Delta Lane Elk Grove Village, IL 60007 James Terry 4366 Karen Lane Bloomfield Hills, MI 48302

Total WBE - 7% Tina Hebner 15977 Heron Ave. La Miranda, CA 90638

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Source of Funds: FY13 Perkins Grant

13727-369-55005-140225-Xxxxxx-2013 \$150,000.00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

# 12-0523-PR6

# APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH LIPPERT, INC. FOR THE PURCHASE OF CULINARY EQUIPMENT

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreement with Lippert Inc. to provide culinary equipment to the Career and Technical Education Department at a total cost for the option period not to exceed \$250,000. A written document exercising this option is currently being negotiated. No payment shall be made to Lippert 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: 09-250084

Contract Administrator: Flores, Miss Nanzi / 773-553-2280

# VENDOR:

1) Vendor # 44636 LIPPERT, INC. 600 W. 172ND STREET SOUTH HOLLAND, IL 60473 David Wax 708 333-6900

### **USER INFORMATION:**

Contact: 13725 - Early College and Career

125 S Clark Street Chicago, IL 60603 Mcgee, Mrs. Letitia J 773-553-2108

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 10-0428-PR30 as amended by 12-0222-PR4) in the amount of \$350,000 is for a term commencing May 14, 2010 and ending June 30, 2012, with the Board having 2 options to renew for 1 year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

# **OPTION PERIOD:**

The term of this agreement is being extended for 1 year commencing July 1, 2012 and ending June 30, 2013

# **OPTION PERIODS REMAINING:**

There is 1 option period for 1 year remaining.

### **DESCRIPTION OF PURCHASE:**

Goods: Culinary Equipment Quantity: As needed by Board Unit Price: As specified in agreement Total Cost Not to Exceed: \$250,000

# **DELIVERABLES:**

Vendor will continue to provide culinary equipment.

### **OUTCOMES:**

Vendor: All equipment to be delivered on time, in good working condition, and at the agreed upon price. Program: Procurement of this equipment will support the District's and CTE's goal of achieving higher enrollment and graduation rates in CPS Career Academies. Additionally, this purchase will allow students to work on industry specific equipment which will enable them to attain skills in the culinary field, potentially resulting in industry certification and licensure; college credit in high school, and participation in work-related experiences (i.e. apprenticeships, internships, etc.).

# **COMPENSATION:**

Vendor shall be paid during this option period as follows: in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$250,000.

### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Director, Career and Technical Education, to execute all ancillary documents required to administer or effectuate this option 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 Services Contracts. The MBE/WBE requirements for this agreement include: 25% total MBE and 15% total WBE participation.

The vendor has identified the following firms:

# Total MBE - 25%

Flying Foods Fare, Inc. 5575 South Archer Ave. Chicago, Illinois 60638 Attn: Greg Abramson

# Total WBE - 15%

Fran Singer 1140 Hillside Ave. Antioch, Illinois 60002 Attn: Fran Singer

### LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Source of Funds: FY13 Perkins Grant

13727-369-55005-140505-Xxxxxx-2013 \$250,000.00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

### 12-0523-PR7

# APPROVE ENTERING INTO AN AGREEMENT WITH UNIVERSITY OF CHICAGO FOR CONSULTING SERVICES FOR THE CHICAGO STARTALK ARABIC AND CHINESE LANGUAGE INSTITUTES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve entering into an agreement with the University of Chicago to provide consulting services to the Department of Language and Cultural Education for the STARTALK 2012 Arabic and Chinese Language Institutes at a total cost not to exceed \$120,777.30. Vendor was selected on a non-competitive basis: the non-competitive request was presented to the Non-Competitive Procurrement Review Committee, and was approved by the Chief Purchasing Officer. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

 Vendor # 33123 UNIVERSITY OF CHICAGO 5801 SOUTH ELLIS AVE. CHICAGO, IL 60637 Theresa Kelley-Shaunnessey 773 702-8604

### **USER INFORMATION:**

Contact: 11510 - Language and Cultural Education

125 South Clark Street 9th Floor

Chicago, IL 60603 Hammerand, Miss Amy A

773-553-1930

# TERM:

The term of this agreement shall commence on June 18, 2012 and shall end July 13, 2012.

### **EARLY TERMINATION RIGHT:**

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

# **SCOPE OF SERVICES:**

60 Chicago Public School students ("Students") will participate in intensive Arabic and Chinese Language Institutes at the University of Chicago from June 18, 2012 through July 13, 2012. Courses will be taught by University of Chicago Arabic and Mandarin language instructors, running Monday through Friday, 10 A.M. - 3:15 P.M. CPS high school students will be selected by the Consultant for participation based on

application materials and school recommendations. Students in the Arabic program must have completed Arabic Level I or II, and Students in the Chinese program must have completed the two year high school requirement of prior study in the Chinese language. Participants will be enrolled as non-degree students at the University of Chicago and will receive a letter grade for their work, equivalent in content and contact hours to one undergraduate course.

#### **DELIVERABLES:**

Through federal funding provided by STARTALK, a component of the National Security Language Initiative (NSLI), Consultant's faculty and staff will provide two (2) intensive language institutes with 30 students in each language. Students are provided with four (4) hours of intensive language instruction every day for four (4) weeks (June 18, 2012 through July 13, 2012). Additionally, Students will be provided with cultural learning activities and meals, fieldtrips, and instructional materials. The goal is to increase student language proficiency and encourage students to further language education through creating an intensive language immersion experience at the University of Chicago.

#### **OUTCOMES:**

Consultant's services will result in participating students demonstrating an increase in speaking, listening, reading and writing skills in Arabic and Mandarin languages. Students also will demonstrate an increased awareness of Arab and Chinese traditions and cultures. Students will experience high quality college-level language instruction, prompting students to explore careers related to their languages, and to attain a higher level of language education.

### **COMPENSATION:**

Consultant shall be paid as set forth in the agreement; total not to exceed the sum of \$120,777.30

#### REIMBURSABLE EXPENSES:

None.

# **AUTHORIZATION:**

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

### **AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/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:

This sum will be paid from the following grants: STARTALK Chinese 11540.324.54125.221002.500361.2012 \$60,202.45 STARTALK Arabic 11540.324.54125.221002.500271,2012 \$60,574.85

CFDA#: Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Vice President Ruiz abstained on Board Report 12-0523-PR7.

# APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH INTERNATIONAL BACCALAUREATE ORGANIZATION FOR CONSULTING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with the International Baccalaureate Organization (IB) to provide consulting services to the Office of Curriculum and Instruction at a cost not to exceed \$2,357,900.00 for the renewal period. Vendor was selected on a non-competitive basis: the non-competitive request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Procurement Officer. A written document exercising this option is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant during the renewal period prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

### VENDOR:

1) Vendor # 50497 INTERNATIONAL BACCALAUREATE ORGANIZATION 7501 WISCONSIN AVE. BETHESDA, MD 20814 Drew Deutsch 301 202-3000

### **USER INFORMATION:**

Contact: 10845 - Magnet, Gifted and Talented

125 South Clark Street Chicago, IL 60603 Westbrook, Mr. Kyle Pa

773-553-3537

### **ORIGINAL AGREEMENT:**

The original consulting agreement (authorized by Board Report No. 10-0428-PR23 as amended by 11-0525-PR13) in the amount of \$1,669,976 is for a term commencing July 1, 2010 and ending June 30, 2012, with the Board having two options to renew for periods of two years each.

### **OPTION PERIOD:**

The term of this agreement is being extended for 2 years commencing July 1, 2012 and ending June 30, 2014.

# **OPTION PERIODS REMAINING:**

There is one option to renew remaining.

# SCOPE OF SERVICES:

During this option period IB will provide a series of teacher training workshops covering the different subject groups that comprise the Diploma Programme, Middle Years Programme, Primary Years Programme, and IB Career-related Certificate. IB will continue to provide curriculum for these training workshops and seminars and will give the participating CPS schools support in implementing the programme curriculum and framework. IB's services will include: (1) consulting schools on how to prepare an application for IB authorization and evaluation visits, (2) providing student examinations, grading, and monitoring of assessments and (3) providing programme evaluation, monitoring and feedback.

### **DELIVERABLES**

Consultant will provide International Baccalaureate curriculum guides, coordinator's handbooks, guides to implementing the Middle Years Programme, assessment materials and examinations for participating CPS students, and IB diplomas and certificates for students who qualify. Consultant will also provide annual onsite IB workshops for qualified teachers at participating IB World Schools and teacher training certificates including continuing education credits. Consultant will provide schools with IB World subscription and access to the Online Curriculum Center for all trained IB teachers. Consultant will provide monitoring reports and evaluation documents, conduct evaluation visits and provide feedback for the elementary and high schools with authorized Middle Years Programmes and Primary Years Programmes. Consultant will also provide evaluation documents and feedback for the high schools with authorized Diploma Programmes.

Schools will receive the following core services for each programme they are authorized to teach. Full access to a world-class curriculum that is comprehensively researched and regularly reviewed and updated according to a published plan:

A trans-disciplinary framework in the Primary Years Programme

Eight subject groups and five areas of interaction in the Middle Years Programme

Over 200 subjects and levels in the Diploma Programme

Extensive teacher participation in the review cycle to ensure that the curriculum is up to date, relevant and reflects best practice from around the world

A wide range of curriculum publications to support teachers Secure access to the Online Curriculum Center (OCC) for every teacher

An online community of more than 30,000 teachers from over 120 countries

Organized by curriculum area, with additional areas relating to librarians, special educational needs, academic honesty and research

Contains news and information, IB curriculum and assessment publications, a teacher resource exchange and discussion forums Programme evaluation in schools- A self-study process required every five years in all IB World Schools, supported by the IB with reports and school visits where appropriate. A reflective exercise that involves the entire school community and aims to improve practice, identify strengths and weaknesses, and determine areas for future focus reinforcing the support and commitment for the programme from all stakeholders in the community

### Communication and marketing support:

Use of the IB World School name and logo to indicate a school's unique international status and involvement with the IB - Four subscriptions to the official magazine, IB World, which is published three times a year to keep everyone informed about the news and events across the IB community A dedicated school page on the IB website, with school details and links to school websites Assistance with university and government recognition

Support from regional office and IB headquarters by email and telephone on all aspects of being an IB World School

Professional support in all parts of the curriculum and in cross-curricular areas such as special educational needs

Access to IBIS (the IB extranet) for tasks necessary to administer the programme

### **OUTCOMES:**

Consultant's services will result in 14 Chicago public high schools maintaining their IB Diploma Programme authorization, 14 Chicago public elementary schools and 7 Chicago public high schools maintaining their IB Middle Years Programme authorization, 4 Chicago public elementary schools maintaining their IB Primary Years Programme authorization, up to 11 Chicago public high schools applying for the Diploma Programme, up to 13 Chicago public high schools applying for the IB Middle Years Programme, 1 Chicago Public high school applying for the IB Career-related Certificate, 4 Chicago public elementary schools applying for IB Middle Years Programme authorization, and 3 Chicago public elementary schools applying for IB Primary Years Programme authorization.

# COMPENSATION:

Consultant shall be paid as specified in the renewal agreement; total for this option period not to exceed the sum of \$2,357,900.00. Invoicing will occur as fees and other programme requirements for applications, examinations, evaluations, workshops, conferences, and authorizations become due. International Baccalaureate Organization requires that payment for IB exam registration and fees be paid in advance of administering of exams. IB also requires payment in advance for teacher workshop registration in order to reserve and hold a spot in the session.

### AUTHORIZATION

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

# **AFFIRMATIVE ACTION:**

Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE goal provisions of the Program do not apply to transactions where the Vendor providing services operates as a Not-for-Profit organization.

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to Office of Curriculum and Instruction - Unit 10845: \$2,357,900.00, Fiscal Year: FY 2013 and FY 2014

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

### 12-0523-PR9

# AMEND BOARD REPORT 11-0427-PR48 APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH CHALK, LLC FOR CONSULTING SERVICES

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

Approve exercising the first option to renew the agreement with Chalk, LLC to provide consulting services to the Office of Special Education and Supports at a cost for the option period not to exceed \$236,000.00 \$346,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This May 2012 amendment is necessary to: 1) update user, 2) update compensation section and 3) increase FY12 funding by \$110,000,00.

# **VENDOR:**

1) Vendor # 96657 CHALK, LLC 2647 WEST WILSON AVE. CHICAGO, IL 60625 Maria Condus 312-213-2099

### **USER INFORMATION:**

Contact: 11670 - Citywide Special Education & Supports

125 South Clark Street 8th Floor

Chicago, IL 60603 Clark, Miss Rebecca Gail

773-553-3457

# **ORIGINAL AGREEMENT:**

The original agreement (authorized by Board Report 10-0526-PR28) in the amount of \$236,000.00 is for a term commencing July 1, 2010 and ending June 30, 2011, with the Board having 2 options to renew for 1 year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

### **OPTION PERIOD:**

The term of this agreement is being extended for 1 year commencing July 1, 2011 and ending June 30, 2012.

# **OPTION PERIODS REMAINING:**

There is 1 option period for 1 year remaining.

# SCOPE OF SERVICES:

Consultant will continue to provide expert consultation and support to the Office of Special Education and Supports (OSES) on the Least Restrictive Environment (LRE) Monitored Programs and Instruction. LRE Monitored Programs projects will constitute approximately 90% of contract time and value.

Consultant has unique and specialized skills needed to assist Chicago Public Schools in fulfilling its Corey H. settlement obligations by completing the following:

- (1) Providing training on conducting Education Connection program completion, benchmark-indicator compliance, and district prescribed action plan (DPAP) visits;
- (2) Conducting the on-site monitoring and DPAP visits at assigned schools;
- (3) Preparing the program completion, benchmark-indicator compliance. DPAP, and any supplementary report to be submitted to the Court Monitor;
- (4) Debriefing with school administration to discuss preliminary findings; and
- (5) Creating guidelines for OSES and schools to monitor quality of the eIEP.

Instruction projects will constitute approximately 10% of current contract time and value and will include the following:

- (1) Creating a needs assessment tool to determine quality of current co-teaching practices;
- (2) Designing training materials on effective co-teaching approaches and strategies;
- (3) Developing processes and practices of effective co-teaching approaches; and
- (4) Creating an evaluation tool to measure the effective use of both teachers in the co-teaching setting

Consultant will complete specific LRE Monitored Program and Instruction projects as well as other educational projects and other activities requiring specialized expertise, as requested by the Board.

### **DELIVERABLES:**

Consultant will develop and complete the following:

A. Education Connection (EC) Program Completion, Benchmark-Indicator Compliance and District Prescribed Action Plan Visits

Tasks and Deliverables

- 1. Visit 24 assigned schools;
- 2. Conduct interviews, review Individualized Education Programs ("IEP"), review documents and observe classrooms;
- 3. Organize a binder of materials reviewed;
- 4. Complete Education Connection Reports. Twelve reports will be completed by March 2012 and the remaining twelve reports will be completed by June 2012; and
- 5. Meet with LRE staff to review 24 final reports for submission to the Court Monitor.
- B. EC Program Completion, Benchmark-Indicator Compliance and District Prescribed Action Plan Visit Training

Tasks and Deliverables: Delivery/Service Dates: June 2012

- 1.Revise and prepare, based on Court Monitor input and requested changes, the training program and all necessary materials for training staff identified by the Director of LRE Monitored Programs;
- 2. Conduct training sessions with Identified staff as need. Training will model all aspects of visit, scoring of probes, and writing reports; and
- Review and edit Program Completion and/or DPAP templates and reports completed by other teams as requested.

# C. eIEP Guidelines

Tasks and Deliverables Delivery/Service Dates: January 2012

- 1. Update and revise eIEP guidelines for OSES and schools to monitor quality of eIEP:
- 2. Pilot elEP guidelines during EC visits;
- 3. Obtain feedback from various stakeholders;
- 4. Design and conduct training on completing eIEP guidelines; and
- 5. Evaluate and revise guidelines as necessary.

# D. Effective Co-Teaching Approaches

Tasks and Deliverables: Delivery/Service Dates: June 2012

- 1. Create needs assessment tool to determine quality of current co-teaching practices with input from Director of Instruction;
- 2. Design training materials on effective co-teaching approaches and strategies;
- 3. Develop processes and practices of effective co-teaching approaches; and
- 4. Develop an evaluation tool for schools to self-monitor co-teaching implementation progress.

# E. Monthly Summary of Consultant Activities

Consultant shall create and submit to the Board's Project Managers a Monthly Summary Report due the last business day of each month that details the total amount of time spent on each task. The report will include the specific description of the task and deliverable.

### OUTCOMES

Consultant's services will result in the following:

- 1. Quality instruction for students in the LRE;
- 2. A developed process for effective LRE monitoring visits and reports;
- 3. LRE program capacity building and consistency among CPS staff;
- 4. Improved system-wide consistency, quality and accuracy in eIEP development and writing;
- 5. Increased capacity to implement effective co-teaching approaches; and
- 6. Increased inclusive best practices in classroom and schools.

### COMPENSATION:

Consultant will invoice the Board at a rate of \$60 an hour for Linda Lara and \$70 an hour for Maria Condus for a maximum of 1815 2662 hours per employee and a total of 3630 5323 hours for Chalk, LLC. Any periods of work of less than an hour will be computed on a pro rata basis to the nearest quarter (1/4) hour. The total compensation payable to Consultant shall not exceed \$236,000346.000.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Officer of Special Education and Supports to execute all ancillary documents required to administer or effectuate this option 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 waiver of the MBE goal be granted as the services provided under the agreement are not further divisible.

The Vendor has identified the following:

# Total WBE - 100%

Maria Condus 2647 West Wilson Ave. Chicago, Illinois 60625

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to the Office of Special Education and Supports: \$236,000.00346,000.00 Fiscal Year: 2012

\*Grant numbers subject to change.

11670-115-54125-221083-000000-2012	\$18,000.00
<del>11870-220-54125-221083-482052-2012</del>	<del>\$194,400.00</del>
11670-220-54125-261006-462052-2012	\$23,600.00
11670-220-54125-221083-462052-2012	\$304,400.00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

# 12-0523-PR10

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

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the award of Capital Improvement Program construction contracts in the total amount of \$136,197,243.64 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$868,702.00 as listed in the attached May 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 prequalified general contractors and other miscellaneous construction contracts awarded outside the prequalified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

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

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482 will be used for all Change Orders (May Change Order Log); Funding source for new

contracts is so indicated on Appendix A Funding Source: Capital Funding

#### **GENERAL CONDITIONS:**

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

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

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

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

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

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### Appendix A May 2012

SCHOOL.	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARE	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFERM.	ACTION			PROJECT SCOPE AND NOTES	REASONS FOR PROJECT
Banneker School	F.H. Paschen, S.N.	2295603	BID	\$ 89,460.0	0 3/19/2012	<b>2/25/2012</b>	2012	AA 17	H 12	A	WEE	-Provide a new ramp entrance for accessibility.	6
Bond School	Nietsen & Assoc., Inc Simpson Construction Co.	2310918	BID	\$ 2,281,400.0	0 4/27/2012	11/30/2012	2012	14	16	0	7	<ul> <li>Renovations include replacing lockers, select toilet room renovations, painting classroom and corridors, renovating the lunchroom, lighting, emergency lighting and renovating the auditorium.</li> </ul>	7
Brown Academy	K.R. Miller Contractors	2298754	81D	\$ 8,812,556.0	0 3/26/2012	11/1/2013	2012	19	19	0	18	•Interior work consists of toilet room renovations and associated ADA work. Exterior renovations include replacing the roof over the East and West wings and structural repairs to the east wing. The mechanical system with completely overhaused, including a new boiler, and chiler to provide Air Conditioning.	4.5
Burbank School	K.R. Miller Contractors	2298755	BID	\$ 10,372,781.0	0 3/26/2012	10/31/2012	2012	•	14	16	13	*Extarior renovations including complete window replacement, masoning restoration and new roof for the original school building. Intenor renovations to classrooms will address areas of water damage and structural deterioration resulting from the deteriorated action conditions. Mechanical renovations to the original building will provide dehumidification and replace boilers and air handfing units.	4.5
Cameron School	Wight Construction	2298763	BID	\$ 754,077.1	6 3/26/2012	10/31/2012	2012	10	24	•	13	-Renovation of the existing functionm and lutchen, build-out of a new lunchroom and serving line at an existing location.	8
Cameron School	Friedler Construction Co.	2303876	BID	\$ 8,076,747.0	0 4/12/2012	12/31/2012	2012	12	14	•	27	Estantor work consists of replacing the roof and exterior door. The interior work will consist of refinishing rooms that have been damaged by exterior water leals. The ADA work includes an elevator and interior ramps, selected toxict room renovations and Path of Travel work, and a new fire alarm system.	4
Carver Multary Academy	Friedler Construction Co	230 <del>6869</del>	BID	\$ 24,740,802 0	0 4/19/2012	10/15/2013	2013	13	o	25	11	*Esserior scope includes replacing the roof, curtain wall, and exterior doors, as well as buttpointing the ensire missionry portion of the fiscade interior removations will floors on refinishing areas damaged by waiter infiltration. MEP removations includes emergency generator, and a Building Automation System. ADA improvements include replacing all interior doors, retrofitting the existing elevator with ADA compilant controls, renovating sollet rooms, renovating the auditorium.	4.5
Chappell School	F.H. Paschen, S.N. Nielsen & Assoc , Inc.	2298743	BID	\$ 2,059,710.	00 3/26/2012	12/14/2012	2012	s	18	7	7	-The ADA wort includes the installation of an ADA-compilant elevator, new main entrance, extensive toilet room renovations, compliant drinking fountains, new interior doon and hardware, adding accessible entries to speciality rooms such as the library, and adding accessible stations in multiple instructional spaces such as the science room.	6
Dizon School	All-Bry Construction	2298738	810	\$ 5,536,935	3/26/2012	11/1/2013	2012	35	•	•	7	The project will replace the boilers, add a chiller for dehumidification, renoves essociated for rooms and air tunnels, and provide a Building Austration Switers.	\$
Cableo Academy	CMM Group, Inc	2299472	BID	\$ 2,698,700	00 3/28/2012	1/30/2013	2017	17	•	2	14	-Reconstitute include a new entrance remp, a stage left in the auditorium as well as accessable senting, full tolet room upgrades, donkting fountains, renovating comidor doors, and a new fire air/m system.	6
Hayt School	K.R. Miller Contractors	2298760	810	\$ 1,865,000	3/26/2012	1/16/2013	3013	•	34	0	3	<ul> <li>Removations include an elimetor to all 4 floors, auditorium renovations including re-slaping the floor and adding accessible sasting, talent room aggrades, deniung flooristors, renovating constant doors, aggrades to the fine atoms system, and an emergency generator.</li> </ul>	

### Appendix A May 2012

SCHOOL.	CONTRACTOR	CONTRACT #	CONTRACT	CONT	TRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM.	ACTION	ı		PROJECT SCOPE AND NOTES	REASONS FOR PROJECT
Herzi School	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	2306871	BID	\$	7,317,615.19	4/19/2012	1/30/2013	2012	·	1180			•The scope of this project consists of exterior an Interior repairs. Exterior renovations include replacing the roof and repairing the masoury, interior renovations include refinishing classrooms, gyms, functionom, specialty classrooms and auditoriums, painting the corridors, and replacing the 1st floor comdor floor. The project will address ADA and city soomig requirements.	7.7
Hyde Park Academy	All-Bry Construction	2302583	BID	\$	1,166,708.00	4/10/2012	11/30/2012	2012	36	•	•	6	The scope of this project is to provide dehumidification to the pool area.	8
Johnson School	Friedler Construction Co.	2303878	BID	s	490,433.00	4/12/2012	10/30/2012	2012	•	47	0	•	<ul> <li>Exterior renovations consist of targeted masonry repairs. Interior renovations consist of lighting upgrades and painting of classroom spaces, patching the gyrmalawam and conflict filoson, repairing and refinishing stairs, and installing emergency lighting.</li> </ul>	7
Juarez High School	F.H. Paschen, S.N. Nielsen & Assoc, Inc.	2306866	BID	\$	110,760.00	4/19/2012	12/1/2012	2012		TEC	)		•The scope of this project is to install a split air conditioning unit to serve the Main Distribution Frame (MDF) room.	8
Lakeview High School	Tyler Lane Construction.	2306870	BID	\$	292,343.00	4/19/2012	10/17/2012	2012	۰	26	•	12	•The scope of this project is to repair the damaged chimney stack.	1
Lee School	Friedler Construction Co.	2299052	BID	\$	3,530,262.00	3/27/2012	11/1/2012	2012	2	7	3●	23	<ul> <li>Renovations include a new boxler and chiller, new classroom univertity interior and exterior mesonry repairs, ADA Parting Stalls, and ADA upgrades.</li> </ul>	4.5
Lindblom Math and Science Academy	Wight Construction	2298762	BID	\$	172,503.00	3/26/2012	11/1/2013	2012		TRE	)		*Convert two standard classrooms into program specific computer lab	. 8
Lindblom Math and Science Academy	F.H. Paschen, S.N. Nielsen & Assoc, Inc.	2298761	BID	\$	158,685.00	3/57/2015	12/1/2012	2012	3	1	22	6	<ul> <li>The scope of this project consists of rerouting pool piping to the main filtration pump and replacing the pool heater.</li> </ul>	2
Madison School	F.H. Paschen, S.N. Nielsen & Assoc, Inc	2306873	BID	\$	200,753.00	4/19/2012	9/29/2012	3013	10	14	3	s	*The scope of this project includes a new exterior entrance ramp and a ADA compliant unitex tollet room.	n 6
Morgan Park High School	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	2298750	<b>GID</b>	\$	21,101,910.00	3/26/2012	10/30/2013	2012	31	0	2	10	*Tuckpoint 200% of the building, rebuild the existing parasets, replace window linets and all exterior doors. Replace the entire roof. Provide all new auditorhum seets and re-slope floor to meet accessible slopes. Provide an auditorhum stage lift and repair water damage throughout the building.	4.5
Mount Vernon School	All-Bry Construction	2298740	BID	\$	4,365,435,00	3/26/2012	1/31/2013	2017	4	27	0	10	<ul> <li>Exterior renovations include tuckpointing masonity on all facades and replace and flesh lintels, ADA upgrades include renovating toriet room.</li> </ul>	•
Nash School	Wight Construction	22 <del>99</del> 059	toc	\$	246,177.73	3/27/2012	11/30/2012	2012		184	D		and replacing existing entrance ramps.  "The interior/ADA scope includes renovating elevistors in both building painting, lighting and flooring, accessible toller rooms, renovated auditorium flooring and accessible seating, a new playfort and a new fireform."	
Nicholson School	Friedler Construction Co.	2303880	BID	s	508.857.00	4/13/2012	11/1/2017	2012	31	2	۰	7	The scope of this project includes replacing flooring, painting walfs & ceilings in classrooms, revoxeting class room doors, replacing lighting ballasts, and reflexibing ballasts, and reflexibing ballasts, and reflexibing and floor flooring will be installed.	7
Penn School	F.W. Kline & Sons, Inc.	2300206	BID	\$	1.181.00	3/29/20:2	9/30/2012	3013		M/	A		•The scope of this project is to promote accessibility. The main entran will be fitted with an All phone, wheelchair-accessible, and exterior signage will reflect the accessible entrance.	or 6
Peterson School	F.H. Paschen, S.N. Nielsen & Assoc , Inc	2298746	BID	s	1,750,860 0	3/26/2012	12/1/2017	3013	16	14	•	7	•Renovations include adding accessible seeting and a stage I/R, toxier room upgrades, enhaling flountains, renovating corridor doors, renovating and expanding the library, upgrades to the fire atorm syste and an emergency generator. Student lockers will also be replaced. Extentor renovations consist of a new ramp and at the Kindergarten/P K wine.	
Richards High School	CMM Group. Inc.	2310912	BID	s	891,512 0	0 4/27/2012	6/25/2012	2012	20	4	14	7		В
Rogers School	Reliable & Associates Construction Co	2299060	<b>BID</b>	s	5,201,460 0	0 5/27/2012	1/31/2013	2012	•	•	13	34	*The scape of this project consists of masenry repairs on all facades, exterior door replacement, and window replacement. Select mechaning mostions and interior reflicioning will also be completed.	4

# Appendix A May 2012

SCHOOL	CONTRACTOR	CONTRACT 0	CONTRACT METEOD	сонт	TRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM	ACTION			PROJECT SCOPE AND NOTES	REASONS FOR PROJECT
Roosevelt High School	Tyler Lane Construction, Inc.	2306872	BID	\$	17,792,186.00	4/19/2012	12/31/2013	2012	6	25	0	6	<ul> <li>The scope of this project consists of roof and masonry renovations, replacing windows and exterior doors, and select mechanical and electrical upgrades.</li> </ul>	•
Schurz High School	FH. Paschen, S.N. Nielsen & Assoc., Inc.	2298751	BID	\$	408,960 00	3/26/2012	10/15/2012	201.2	0	26	0	S	*The scope of this project consists of upgrades to convert four standard classrooms into program specific computer labs.	8
Smith School	Wight Construction	2310915	BJD	\$	2,407,965.00	4/27/2012	11/30/2012	7012		TEĐ			•The scope of this project includes painting the gym and replacing flooring with new sports flooring, adding an ADA stage lift in the gym, updating emergency lighting, replacing the splined ceiling, and renovating selected doors. Exterior renovations include roof replacement, targeted curtain well re-caulting, and courtyand renovations.	7
Southside Occupational Academy	Reliable & Associates Construction Co.	2299057	BID	\$	197,788.00	3/27/2012	10/1/2012	2012	15	16	0	s	*The scope of this project is to provide ADA-accessible toilet rooms	6
Sullivan High School	Wight Construction	2298764	BID	\$	177,442.00	3/26/2012	10/15/2012	2012		TED			*The scope of this project consists of upgrades to convert a standard classrooms into a program specific computer lab.	8
Till Math and Science	All-Bry Construction	2300440	\$OC	\$	55,3 <del>9</del> 7 75	3/30/2012	5/7/2012	2012		TED			"The scope of this project is to build a new playlots. Associated Path of Travel upgrades including signage will also be completed.	8
Woodson South School	All-Bry Construction	2300068	BID	\$	361,882.00	4/23/2012	9/30/2012	3013		TIED			+The scope of this project is to build a new playlot. Associated Path of Travel upgrades including signage will also be completed.	7

\$ 136,197,243.64

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

### 7

## CHICAGO PUBLIC SCHOOLS DEPARTMENT OF OPERATIONS

### May Change Order Log

		Original Contract		Current C	hange Order	Previous	Revised Contract	Total % of
School	Project Number	Amount	Vendor	Amount	Sub Total	Approved Changes	Amount	% of Contract
Chicago High School for the Arts (Former Doolittle West)	2011-26491-CSP	\$3,575,344	F.H. Paschen, S.N. Nelsen & Assoc., Inc.		\$376,339	\$705,304	\$4,656,987	24.43%
		Ç	hange Order Descriptions					
		•	Furnish and install new sound, lighting, and rigging systems for the Music Hall and stage (Room 1448) in Docktile West.	\$168,145				
		•	Site Lighting	\$134,443				
		•	Remove and dispose of existing accordion metal security doors and frames. Patch masonry well as required     Provide metal panel enclosures and metal mesh enclosures at exterior of exit areas at 5 locations of Dooli	\$49,997				
		•	Provide 2 subaust fans and duct work to extenor well.     Remove and patch existing plaster ceiting as required to accommodate mechanical work.     Core existing masonry well to accommodate new louver. See drawings attached.     Repair existing exhaust fans for existing Boys and Grits tollet rooms in besement (CPS requisit).	\$17,387				
		•	Provide new AX-DV AI phone to include front door and back door stations and the master station at designated desk in main office	\$6,367				
Philips High School	2010-46261-CSP	\$3,191,901	Chicago Commercial Contractors, LLC		\$69,000	\$451,852	\$3,712,753	16 32%
,		C	hange Order Descriptions					
		_	Provide for accelerated schedule for epoxy flooring installation due to discovered conditions found in Bulletin #29 (deteriorated well base)	\$69,000				
Hartan Academy High School	2010-1350-PLS	\$849,000	Miler		\$466	\$128,533	\$977,999	15 19%
		c	hance Order Descriptoris					
		_	Obtain permit for the replacement of the marques sign	\$466				
Juanez High School	2011-46421-CAR	\$761,103	OCA Construction, Inc		\$2,752	\$100,790	\$864,645	13 54%
		Ç	hange Order Descriptions					
		•	Trace/test/reroute data lines at concentrator boxes over labor day weekend. Lines were discovered to be spikeed from other c-boxes.	\$2,252				
		•	Relocate new marker/teckboards to evoid conflict with exacting FA devices. Cut down closet door at culinary arts room to allow for door to clear new floor tile New marker/teckboards conflict with excepting FA devices. Excepting door at culinary arts does not clear thicker flooring materiel.	\$500				
Thorp School (James)	2011-25601-8RM	\$403,554	Chicago Commercial Contractors, LLC		(\$5.847)	\$56,799	\$454,506	12 63%
		C	hance Order Descriptions					
		•	This is a credit for unused aflowences for this project. (please See CM COR number 00008 for more information)	(\$5,847)				
Curbs School	2008-3160-BLR	\$1,981,000	F.H. Paschen, S.N. Nulsen & Assoc , Inc.		\$1,819	\$236.230	\$2,219,049	12 02%
		9	hanne Order Designistions					
		•	Extend ducterark in south plenum hat deax of 2 zones	\$1 819				

## CHICAGO PUBLIC SCHOOLS DEPARTMENT OF OPERATIONS

### May Change Order Log

		Original Contract		Current Cl	hange Order	Previous	Revised Contract	Yotal % of
School	Project Number	Amount	Vendor	Amount	Sub Total	Approved Changes	Amount	Contract
Pasteur School	2011-24851-MCR	\$6,449,000	A#-Bry Construction		\$248,512	\$500,412	\$7,197,923	11.61%
		Ç	hange Order Descriptions					
		•	This is for additional concrete repair work that was discovered while preforming the scope concrete repair work (Please COR 00024 in CM for more details) This work was done on a T and M and this is not the final price for this work CM and AOR are quantifying the T and M tickets	\$188,325				
		•	This is for the repair of deteriorated concrete joists in the Auditorium.	\$47,186				
			To preform mesonry repairs and in stall Dry wall on the north wall of the auditorium	\$13,000				
Taft High School	2010-46311-PLS	\$797,000	Miler		(\$11,464)	\$96,516	\$882,052	10.579
		2	hange Order Descriptions					
		•	Unused allowance funds credited to the project.	(\$11,464)				
School of Leadership (at South Shore South)	2011-55081-CSP	\$4,178,716	Miller		\$5,181	\$389,444	\$4,573,341	9 449
		Ç	hange Order Descriptions					
		•	Provide additional wiremold and run on the penmeter wells to avoid running cables across the floor to the center of the room. Provide additional wiremold on the east wall. The existing concentrator box can handle the added load, and the power supply is adequate for this upgrade.	\$5,181				
Disney II Magnet	2011-26921-BLR	\$3,286,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$131,509	\$178,347	\$3,595,856	9 439
		ç	hange Order Descriptions					
		•	Cost proposal to demotish the existing mesonry and install new steel assemblies at third floor window lintal locations (39).	\$131,509				
			Rebuild of additional mesonry at the parapet corners of the class room building					
Nightingale School	2011-24671-MCR	\$5,274,038	Tyler Lane Construction, Inc		\$25,000	\$450,205	\$5,749,243	9 019
		2	hance Order Descriptions					
		•	Install conduit and control wining form the existing fire pump controller to the existing temper penial and rouse existing fire pump controller in lieu of purchasing a new one per base acopie.	\$25,000				
Densen School	2010-22931-CSP	\$1,000,927	Chicago Co.nmercial Contractors, LLC		\$51,099	\$22,703	\$1,074,729	7.379
		2	hance Order Descriptions					
		•	Install temporary doors and herdwere throughout achool in-time for start of Track E.  Provide temporary GWB enclosures to cover opening for new lockers until the specified new lockers arrive. Paint doors and locker covers	\$51,099				
Lewndale Academy	2010-31161-DEM	\$1,121,688	F.H. Peschen, S.N. Natisen & Assoc., Inc.		(\$9,676)	\$70 358	\$1,182,370	5 419
		2	hance Order Descriptions					
		•	credit remaining allowances in contract	(\$9 676)				

## CHICAGO PUBLIC SCHOOLS DEPARTMENT OF OPERATIONS

### May Change Order Log

		Original Contract			hange Order	Previous Approved	Revised Contract	Total % of
School	Project Number	Amount	Vendor	Amount	Sub Total	Changes	Amount	Contract
Colman School (Closed)	2011-22781-ICR	\$2,550,000	Wight Construction (Wight & Company)		\$3,303	\$130,038	\$2,683,341	5.23%
		<u>c</u>	hange Order Descriptions					
		•	Contractor to provide new 3 hour damper at existing opening between electrical room and comidor.	\$1,923				
		•	Relocate light switches from half way to computer lab at room 101	\$1,381				
Clemente Academy	2011-51091-ADA	\$11,707,311	Chicago Commercial Contractors, LLC		\$51,122	\$501,812	\$12,260,245	4 72%
		Ç	hange Order Descriptions					
		•	Repair/replace selected portions of acoustical spline ceiling ceiling biles in Academic and Recreation Building comdors and classrooms. Tiles were broken, stained missing and in various states of disrepair.	\$25,099				
		•	Relocate ducts discovered above ceang at Rec. Building 110 to allow instell of masonry wall	\$5,283				
		•	Replace deteriorated wiring feeding the escalators	\$17,112				
		•	Fill voids after wall removal/walls were interlocked - not as drawn	\$2,620				
		•	Install Frames at Rec. Building 005 020	\$1,009				
Payton High School	2011-70020-MCR	\$5,025,000	F.H. Paschen, S.N. Nielsen & Assoc , Inc.		\$14,572	\$181,342	\$5,220,914	3.90%
		2	hange Order Descriptions					
		•	Remove the trap in the wall at the 2nd and 3rd floor dnnlung fountains	\$8,572				
		•	Investigate the cause of and repair the circuiting for the Auditonum lighting	\$3,000				
			Repair of canopy sheet metal closure on the West side of the school					
		•	Provide Perniko 2727 or 1719 extended thresholds with clear anodized aluminium finish at 3 pairs of exterior entry doors.	\$3,000				
Williams School	2011-25891-CSP	\$2,447,721	Miller		\$62,482	\$21,868	\$2,532,051	3 45%
		Ç	hence Order Descriptions					
		•	Environmental scope was discovered when the pipe insulation was tested for dinnlying foundains - Provide pricing as outlined in the environmental report which is enclosed	\$50,110				
		•	Provide (2) AC units to replace (2) existing ones, provide new window panel, CPS brackets per keynote 26 in recreation Room 008 (the scope should have been provided originally). In addition replace existing outlet for AC unit in office 200A	\$8,944				
		•	Replace approx: 25 feet of existing detenorated galvenized piping with new copper piping.	\$3,408				
Lewis School	2011-24151-SIP	\$6,918,442	Chicago Commercial Contractors, LLC		(\$134,531)	\$339,425	\$7,123,336	2 96%
		2	hance Order Descriptions					
		_	T&M Discovered Condition Spendrel Shoring February and March	\$26,355				
		•	Original Change Order for Bulletin #9 to Repair concrete limbs beams was resed to CCC, the credit was not discussed in the settlement agreement but its work that CCC will not be required to complete thus a credit for the balance of the work not invoiced was required from CCC.	(\$160,886)				

### CHICAGO PUBLIC SCHOOLS DEPARTMENT OF OPERATIONS

### May Change Order Log

		Original Contract		Current Ch	nange Order	Previous Approved	Revised Contract	Total % of
School	Project Number	Amount	Vendor	Amount	Sub Total	Changes	Amount	Contract
Hancock High School	2011-46021-MCR	\$7,284,455	Tyler Lane Construction, Inc.		\$11,642	\$158,469	\$7,454,567	2.34%
		C	hence Order Descriptions					
		•	Open up existing walls and investigate existing drain lines for blockage.	\$11,642				
Raymond (Closed)	2009-5570-ADA	\$1,572,191	Chicago Commercial Contractors, LLC		\$31,251	\$4,129	\$1,607,571	2 25%
		Ç	hange Order Descriptions					
		•	USE ALLOWANCE: Remove and replace ceiling and section of walls in Comdor 140 to accommodate installation of new steel supports and new concrete for new interior ramp.	\$31,251				
			Relocate ADA stall to furthest East stall in the Girls bathrooms.					
Beethoven School	2010-25931-MCR	\$7,320,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		(\$50)	\$131,730	\$7,451,680	1.80%
		Ç	hance Order Descriptions					
		•	credit remaining allowances in contract	(\$50)				
Armour School	2011-22061-ADA-1	\$84,173	All-Bry Construction		\$1,357	\$0	\$85,530	1.61%
		Ç	hance Order Descriptions					
		•	Provide insulation at exposed steam pipes in occupied spaces. Due to reconfiguration of spaces from ADA project, existing steam pipes were discovered to be non-insulated	\$1,357				
Mount Vernon School	2011-24601-MCR	\$1,959,723	Miller		\$12,991	\$0	\$1,972,714	1 29%
		C	hange Order Descriptions					
		•	Provide finish painting at classrooms, suditorium and gymnasium where prime penning was installed over damaged plaster walls and cellings, 2. Additional plaster patching at gym storage and Room 309 from roof leaks dring construction. A. Replace and refinish existing wood floors in these rooms damaged from roof leaks.	\$25,197				
		•	Credit for Unused allowances due to CPS	(\$12,206)				
Dunber High School	2011-53021-SER	\$373,490	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		(\$936)	\$0	\$372,555	-0 25%
		C	hange Order Descriptions					
		•	Credit to CPS for belance of unused altowance	(\$936)				
Suder Montesson Magnet ES	2009-6340-BLR	\$3,116,000	Blinderman Construction Company		(\$14,197)	(\$7,355)	\$3.094,448	-0 69%
		c	thange Order Descriptions					
		•	credit remaining allowanose in contract	(\$14,197)				
Cooper School	2011-22831-FAS	\$498,156	Wight Construction (Wight & Company)		(\$13,337)	\$6,000	\$490,819	-1 479
		c	hence Order Descriptions					
				(\$13,337)				
ACE Tech Charter	2007-7950-BLR	\$2,200,000	Scale Construction, Inc.	, ,	(\$41,638)	\$0	\$2,158,362	-1 899
		c	hance Order Descriptions					
		· ·	credit remaining allowsnoss in contract	(\$41,638)				
			Total Change	Ordom:	\$848,702			

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

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5/7/2012

### **AMEND BOARD REPORT 11-0427-PR11**

APPROVE EXERCISING THE THIRD OPTION TO RENEW THE AGREEMENT WITH PREFERRED MEAL SYSTEMS FOR PREPARED MEALS-FROZEN PREPLATED AND DISTRIBUTION SERVICES

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

Approve exercising the third option to renew the agreement with Preferred Meal Systems to provide preplated meal-frozen to the Board at a cost not to exceed \$24,570,192 \$25,263,122. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This May 2012 amendment is necessary to: i) increase the dollar amount of the contract by \$692,930 to allow for an increase in meals service to students. (ii) revise budget lines, and (iii) adjust the compensation amount of each budget line in the financial section. No written amendment to the contract is necessary.

Specification Number: 08-250016

Contract Administrator: Hernandez, Miss Patricia / 773-553-2280

#### VENDOR:

1) Vendor # 31236

PREFERRED MEAL SYSTEMS 3
5240 ST. CHARLES ROAD
BERKELEY, IL 60163
Arthur H. Bell
708-318-2520

#### **USER INFORMATION:**

Contact: 11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603 Tyrrell, Mr. Tom L. 773-553-2960

### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 08-0723-PR13) in the amount of \$24,027,653.00 was for a term commencing September 1, 2008 and ending June 13, 2009, with the Board having 4 options to renew for a one year period each. The agreement was renewed (authorized by Board Report 09-0422-PR4) in the amount of \$24,997,907.00 for a term commencing June 14, 2009 and ending June 13, 2010. The agreement was further renewed (authorized by Board Report 10-0428-PR7, amended by Board Reports 10-0922-PR7 and 10-1117-PR3) for a term commencing June 14, 2010 and ending June 13, 2011. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 through a duly advertised Bid Solicitation (Specification No. 08-250016).

### **OPTION PERIOD:**

This agreement is being extended for a one (1) year term commencing June 14, 2011 and ending June 13, 2012.

### **OPTION PERIODS REMAINING:**

There is one option to renew remaining for a period of one (1) year.

### SCOPE OF SERVICES:

Vendor will continue to provide and deliver preplated fresh and frozen meal components, supplies and rehydration water to schools pursuant to the terms and conditions of the written agreement. Sites may be added or deleted at a later date to accommodate the Board.

### **DELIVERABLES:**

Vendor will continue to provide frozen preplated breakfasts, lunches and after school meals and snacks.

### **OUTCOMES:**

Vendor's services will continue to result in the delivery of quality meal services for the Chicago Public Schools.

### **COMPENSATION:**

Vendor shall be paid during the option period in accordance with the rates set forth in the written agreement, total cost during this option period shall not exceed \$24:570.192 \$25,263.122.

### **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 Purchasing Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program and Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE participation goals for this contract includes 35% total MBE and 7% total WBE. The vendor has identified the following firms:

### Total MBE= 35%

Balton Corporation 8016 S. South Chicago Chicago, IL 60617

T&T Food Services 2046 W. Lake St. Chicago, IL 60612

Mil-Ray Food Company, Inc. 151 White Cedar Drive Sicklerville, NJ 08081

#### Total WBE = 7%

White Glove 356 E. Irving Park Road Wood Dale, IL 60191

### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to Food Services: \$24,570,192 \$25,263,122 Source of Funds: Lunchroom Fund 312 and 314

12050-312-53205-250009-000000-2012 \$23,783,381.00

12050-312-53205-258212-000000-2012	<del>\$228,442.00</del>
12050-314-53205-258009-000000-2012	\$428,389.00
12050-312-54105-256009-000000-2012	\$130,000.00
12050-312-53205-256009-000000-2012	\$23.848.413.00
12050-312-53205-256212-000000-2012	\$228,442.00
12050-314-53205-256009-000000-2012	\$1,046,267,00
12050-312-54105-256009-000000-2012	\$140,000,00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

Ethics - The Board's Ethics Code adopted 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).

# AMEND BOARD REPORT 11-0622-PR12 APPROVE EXERCISING THE FIRST OPTION TO EXTEND THE AGREEMENTS FOR STUDENT TRANSPORTATION SERVICES (SCHOOL BUS SERVICE)

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

Approve exercising the first option to extend the agreements with various Bus Companies to provide Student Transportation Services to the Department of Operations for students enrolled in various programs in the Chicago Public Schools at a cost not to exceed \$95.000.000 \$97.437,000 for the agreement term running through the last day of the school year (including summer school) for 2012. Written document exercising these options are currently being negotiated. No payment shall be made to any Vendor during the option period prior to the execution of their written documents. The authority granted herein shall automatically rescind as to each Vendor in the event a written agreement for such Vendor is not executed within 90 days of the date of this Board Report. Information pertinent to these option agreements is stated below

### **VENDORS AND BUS AWARDS:**

(Individual route prices based on type of service and category of bus are on file in the Purchasing Department.)

It is estimated that approximately 2,500 routes for about 1,500 school buses, of various sizes and configurations will be awarded pursuant to these agreements. The number of buses actually required to provide services to students will not be known until the school year is underway. Because of the number of buses required is estimated, the total cost of the agreement is also estimated. The annual and contract term cost estimates are based upon the combined regular school year and summer school calendars established by the Board. The Chicago Public Schools reserves the right, during the agreement period, to order the services of more or fewer vehicles than originally awarded through this agreement as the needs of students and/or programs change. The Board is only obligated for costs of buses actually operating CPS routes.

This May 2012 amendment is necessary to increase the dollar amount of the contract by \$2,437,000.00. This increase will include cost associated with (i) 2 additional days per week for the summer bridge program, (ii) 3 additional days per week for the extended school year program, (iii) field trips, (vi) outliers and (v) regular school day. No written amendments to the contracts are required.

### Non-Lift Equipped Buses:

			CATEGORY I -	Non-Lift Buse	s
		Regular	Service	Rapid Respo	nse Service
	Total Bus	North Bus	South Bus	North Bus	South Bus
Bus Company	Award	Award	Award	Award	Award
A.M. Bus Company - Vendor #20287	98	3	95	0	0
Alltown Bus Service - Vendor #46491	155	80	75	0	0
Ammons Transportation- Vendor #32700	20	0	18	0	2
Bryden Transportation Vendor #39952	18	0	18	0	00
Caravan Transportation - Vendor #35153	39	37	2	0	0
Dunbar Transportation- Vendor #21809	17	0	17	0	0
Falcon Transportation- Vendor #24922	68	61	7	0	0
Illinois Central School Bus- Vendor #72017	145	80	65	0	0
Illinois Student Transportation- Vendor					
#19722	30	30	0	0	0
Jack Harris Transportation- Vendor #11085	9	0	99	00	0
J.L. Harris- Vendor #23269	10	0	10	0	0
Jewel's Bus Company- Vendor#12475	115	55	60	0	0
Latino Express - Vendor #39549	90	45	45	0	0
O'Neal's Transportation- Vendor #21807	30	0	30	0	0
R & D Bus Company- Vendor #11556	79	75	2	2	0
Ransom Transportation- Vendor #48098	16	0	16	0	0
Sunrise Transportation- Vendor #41526	191	41	150	0	0
United Quick Transportation- Vendor #					
43809	53	26	27	00	0
Walls Transportation- Vendor #16230	16	7	9	0	0
White Transportation- Vendor #50226	36	0	36	0	0

Lift Equipped Buses: 12-0523-PR12

	T	CATEGORY II – Lift Buses					
	Total	Regular	Service	Rapid Response Service			
Bus Company	Bus Award	North Bus Award	South Bus Award	North Bus Award	South Bus Award		
A.M. Bus Company	23	4	17	0	2		
Alltown Bus Service	93	55	38	0	0		
Bryden Transportation	7	0	7	0	0		
Caravan Transportation	2	1	1	0	0		
Falcon Transportation	6	3	2	1	0		
Jack Harris Transportation	2	0	2	0	0		
Jewel's Bus Company	3	0	3	0	0		
Illinois Central School Bus	56	36	20	0	0		
Illinois Student Transportation	2	2	0	0	0		
Latino Express	3	0	3	0	0		
R & D Bus Company	10	9	0	1	0		
Sunrise Transportation	42	10	32	0	0		

USER:

Department of Operations 125 South Clark- 17th Floor

Chicago, IL 60603 Patricia L. Taylor (773) 553-2900

ORIGINAL AGREEMENT: The original Agreement (authorized by Board Report 08-0827-PR5) was for a term commence from the date of award of the Contract as stated on the Bid Execution Page and end thereafter on the last day of the school year of 2011 as formally determined by the Board ("Term"), with the Board having the option to renew the Contract for two (2) additional one year periods, or any shorter period of time as determined by the Board. Vendors were selected on a competitive basis in accordance with Board Rule 5-4.1 pursuant to a duly advertised bid solicitation (Specification No. 08-250020).

**OPTION PERIOD:** The term of these agreements shall commence on the first day of school for the Track E session and ending the last day of school (including summer school) occurring in August 2012 for transportation services for the schools served by each vendor.

OPTION PERIOD REMAINING: There is one option period remaining

**EARLY TERMINATION RIGHT:** The Board shall have the right, in its sole discretion, to terminate any Vendor's agreement for convenience with thirty (30) days written notice, for any reason.

SCOPE OF SERVICES: Vendors shall provide school bus services to and from school and other related activities to eligible students participating in designated programs as per program guidelines and as set out in the written agreement. Services will be provided during regular and summer school terms. Programs served by school bus services include are not necessary limited to: Special Education, Options for Knowledge, Controlled Enrollment Receiving Schools, Homeless, No Child Left Behind and other programs as the Board deems appropriate. Limited mid-day services will be provided as determined by the Chief Operating Officer.

**COMPENSATION:** Vendors shall be paid monthly in accordance with prices indicated in the contract, as invoiced by the vendor. Total Compensation to all Vendors for the option period shall not exceed \$96,000,000-\$97,437,000.

**AUTHORIZATION:** Authorize the President and Secretary to execute the agreements. Authorize the General Counsel to include other relevant term and conditions in written agreement, Authorize the Chief Executive Officer to determine annually the number of Bus Aides, if any, to be provided by the Vendors through these agreements. Authorize the Chief Operating Officer to execute all ancillary documents required to administer or effectuate any agreements awarded hereunder.

**AFFIRMATIVE ACTION:** Pursuant to Section 6.2 of the Revised Remedial Plan for minority and women Business Enterprise Contract Participation (M/WBE Plan), the Per Contract and Category Goals method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract—by-contract basis. Compliance of the vendors in the pool will be reported on a monthly basis.

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

FINANCIAL: Charge to Bureau of Student Transportation: \$95,000,000 FY 12 0945-various funds-various projects-various programs-5510 (Bus Services)

\$95,000,000

Charge to Bureau of Student Transportation and Various Schools- \$2,437,000

Special Education-11940-115-54210-255004-376712-2012	\$21,000
Special Education Track E- 11940-115-54210-255019-000000-2012	\$205,000
Option for Knowledge Track E- 11940-115-54210-255021-000065-2012	\$73,000
Extended School Year ESY- 11940-115-54210-255004-376715-2012	<u>\$1,485,000</u>
Bridge Program-11940-115-54210-160005-000000-2012	<u>\$569.000</u>
Field Trips (Various School) - Various Budget Classification	<b>\$</b> 84,000

#### **GENERAL CONDITIONS:**

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

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

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

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-9623-PO4) May 25, 2011 (11-0525-PO2), as amended from time to time

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

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

### 12-0523-PR13

## APPROVE EXERCISING THE FOURTH OPTION TO RENEW THE AGREEMENT WITH PREFERRED MEAL SYSTEMS FOR PREPARED MEALS-FROZEN PREPLATED AND DISTRIBUTION SERVICES

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

Approve exercising the fourth option to renew the agreement with Preferred Meal Systems to provide preplated meals-frozen to the Board at a cost not to exceed \$34,226,525. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 08-250016

Contract Administrator: Hernandez, Miss Patricia / 773-553-2280

### VENDOR:

1) Vendor # 31236 PREFERRED MEAL SYSTEMS 3 5240 ST. CHARLES ROAD BERKELEY, IL 60163 Arthur H. Bell 708-318-2520

### **USER INFORMATION:**

### Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Tyrrell, Mr. Tom L.

773-553-2960

### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 08-0723-PR13) in the amount of \$24,027,653.00 was for a term commencing September 1, 2008 and ending June 13, 2009, with the Board having 4 options to renew for a one year period each. The agreement was renewed (authorized by Board Report 09-0422-PR4) in the amount of \$24,997,907.00 for a term commencing June 14, 2009 and ending June 13, 2010. The agreement was further renewed (authorized by Board Report 10-0428-PR7, amended by Board Reports 10-0922-PR7 and 10-1117-PR3) for a term commencing June 14, 2010 and ending June 13, 2011. The agreement was renewed (authorized by Board Report 11-0427-PR11 as amended in May 2012) for a term commencing June 14, 2011 and ending June 13, 2012. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 through a duly advertised Bid Solicitation (Specification No. 08-250016).

### **OPTION PERIOD:**

This agreement is being extended for a one (1) year term commencing June 14, 2012 and ending June 13, 2013.

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

There are no option periods remaining.

### SCOPE OF SERVICES:

Vendor will continue to provide and deliver preplated fresh and frozen meal components, supplies and rehydration water to schools pursuant to the terms and conditions of the written agreement. Sites may be added or deleted at a later date to accommodate the Board.

#### **DELIVERABLES:**

Vendor will continue to provide frozen preplated breakfasts, lunches and after school meals and snacks

#### **OUTCOMES**

Vendor's services will continue to result in the delivery of quality meal services for the Chicago Public Schools.

#### COMPENSATION:

Vendor shall be paid during the option period in accordance with the rates set forth in the written agreement; total cost during this option period shall not exceed \$34,226,525.

#### **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 Purchasing Officer to negotiate reduced pricing and execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program and Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MWBE participation goals for this contract includes 35% total MBE and 7% total WBE. The vendor has identified the following firms:

#### Total MBE= 35%

Balton Corporation 8016 S. South Chicago Chicago, IL 60617

T&T Food Services 2046 W. Lake St. Chicago, IL 60612

Mil-Ray Food Company, Inc. 151 White Cedar Drive Sicklerville, NJ 08081

### Total WBE = 7%

White Glove 356 E. Irving Park Road Wood Dale, IL 60191

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to Food Services: \$34,226,525

Source of Funds: Lunchroom Fund 312 and 314

 12050-312-53205-256009-000000-2013
 \$32,309,875.00

 12050-312-53205-256212-000000-2013
 \$309,494.00

 12050-314-53205-256009-000000-2013
 \$1,471,484.00

 12050-312-54105-256009-000000-2013
 \$189,672.00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

### 12-0523-PR14

## APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH CHARTWELLS/THOMPSON FOR FOOD SERVICES MANAGEMENT

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

Approve exercising the second option to renew the agreement with Chartwells/Thompson, a joint venture, to provide food services management to Chicago Public Schools at a cost for the option period not to exceed \$68,293,533. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 10-250012

Contract Administrator: Flores, Miss Nanzi / 773-553-2280

#### **VENDOR:**

1) Vendor # 31351 CHARTWELLS/THOMPSON C/O COMPASS GROUP 700 NORTH SACRAMENTO BLVD., STE 321 CHICAGO, IL 60612 Keith T. Cullian 773-722-4964 914-935-5550

### USER INFORMATION :

Contact: 11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603 Tyrrell, Mr. Tom L. 773-553-2960

### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 10-0428-PR9) in the amount of \$61,712,146 is for a term commencing June 21, 2010 and ending June 20, 2011, with the Board having four options to renew for 1 year terms. The agreement (authorized by Board Report 11-0427-PR8) was renewed for a term commencing June 21, 2011 and ending June 20, 2012. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification No. 10-250012).

### **OPTION PERIOD:**

The term of this agreement is being extended for one year commencing June 21, 2012 and ending June 20, 2013.

### **OPTION PERIODS REMAINING:**

There are 2 option periods for one of year remaining.

### SCOPE OF SERVICES:

Vendor shall continue to provide management services in approximately 455 schools. The Vendor shall supply all food, except fluid milk, and must meet or exceed the CPS Nutrition Standards and U.S. Department of Agriculture (USDA) requirements, as appropriate, for the Child Nutrition School Lunch and

Breakfast Program, Child and Adult Care Food Program, Seamless Summer Feeding Program, snacks in After School Care Programs, Charter Schools, Head Start Programs, catering programs, convenience stores, concession management, a la carte sales, promotions, outside contracted program, rehydration water and any additional feeding program added through the contract period. Sites may be added or deleted at a later date to accommodate the Board.

### **DELIVERABLES:**

During the option period Vendor will continue to supply breakfast, lunch, after-school snacks dinner, and services to Chicago Public Schools as set forth in the agreement.

#### **OUTCOMES**:

Vendor's services will continue to result in nutritious and appealing meals that meet federal, state and local regulations and CPS standards.

#### **COMPENSATION:**

Vendor shall be paid during this option period as specified in the agreement; total not to exceed the sum of \$68,293,533.

#### **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 Purchasing Officer to negotiate reduced pricing and execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this agreement are; 30% total MBE and 10% total WBE participation.

The Vendor has Identified the following:

### Total MBE- 30% Christina Foods, Inc.

1056 West Lake Street Chicago, Il 60607 Contact: Cesar Dovalina

T&T Food Services, Inc. 2046 West Lake Street Chicago, IL 60612 Contact: Andrea Chapman

Grandma Maud's 5020 South Lake Shore Drive Chicago, IL 60615 Contact: Paul Fregia

Hensaal Management Group 1130 South Wabash Avenue Chicago, IL 60605 Contact: Arnold Hennings

Swagger Foods Corporation 900 Corporate Woods Parkway Vernon Hills, IL 60061 Contact: Terry Shin

Baja Foods, LLC 636 Root Street Chicago, IL 60609 Contact: Art Velasquez

Total WBE-10%
Balton Corporation
8008 South Chicago Avenue
Chicago, IL 60617
Contact: Shari Wilson

Dori Wilson & Associates 200 East Walton Place, Sulte 5 Chicago, IL 60611 Contact: Dori Wilson The Comfort Cake Company 1243 South Wabash Avenue, Suite 201 Chicago, IL 60605 Contact: Amy Hillard

D&D Business, Inc. d/b/a DDI Printing 7830 Quincy Street Willowbrook, IL 60520 Contact: Darmi Parikh

B&L Distributors, Inc. 7808 College Drive Palos Heights, IL 60463 Contact: Donna Alm

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to Lunchroom Fund: \$68,293,533

 12050-312-53205-256212-000000-2013
 \$723.912.00

 12050-314-53205-256009-000000-2013
 \$2,185,393.00

 12050-312-53205-256009-000000-2013
 \$65,384,228.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

Ethics - The Board's Ethics Code adopted 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).

Vice President Ruiz abstained on Board Report 12-0523-PR14.

### 12-0523-PR15

APPROVE ENTERING INTO AN AGREEMENT WITH AMERESCO, INC FOR ENERGY MANAGEMENT SYSTEM, UTILITY BILL VALIDATION AND RETENTION, NATURAL GAS PROCUREMENT AND ELECTRIC SUPPLY PROCUREMENT SERVICES

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

Approve entering into an agreement with Ameresco, Inc. to provide energy management system, utility bill validation and retention, natural gas procurement and electric supply procurement services to Board of Education at a total cost not to exceed \$1,157,220. 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 execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number: 11-250063

Contract Administrator: Flores, Miss Nanzi / 773-553-2280

#### VENDOR:

1) Vendor # 97803 AMERESCO, INC 111 SPEEN STREET., STE 410 FRAMINGHAM, MA 01701 Doug Mitchell 508 661-2200 508-598-3373

#### **USER INFORMATION:**

#### Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Martin, Mr. Brian William

773-553-2960

#### TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end 36 months thereafter. This agreement shall have 2 options to renew for periods of 1 one 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 be responsible for auditing approximately 2,500 utility invoices each month, identifying any errors and assisting CPS in rectifying these errors with the utility. Vendor will be responsible for providing an on-line energy management system that will provide CPS with actual usage and cost data directly from the utility invoices each month. Vendor will be responsible for providing CPS consulting services around natural gas and electric supply services ensuring a risk managed approach to purchasing approximately \$50 million in electricity and natural gas each year.

### **DELIVERABLES:**

Vendor will provide utility bill validation/analysis, an energy management system and consulting regarding the procurement of energy supply services. The energy management system will allow CPS to identify energy usage and run reports including energy usage by site, energy cost by site, energy cost per sq. ft., energy cost per student, and normalized energy usage. In addition, the Vendor will provide expert technical support around energy supply purchasing necessary when working with a managed index purchasing approach.

### **OUTCOMES:**

Vendor's services will result in accurate payment of utility invoices and efficiently provide energy use and cost data when needed and the ability to audit over 2,500 invoices that come in each month to ensure accurate payment. Vendor's services will also result in the capability to access energy usage data that is essential when forcasting for energy supply purchasing, budgeting, benchmarking our schools, and providing other departments with cost and usage information required for their reporting such as Head Start, Charter Schools, and Real Estate.

### **COMPENSATION:**

Vendor shall be paid as specified in the agreement; total not to exceed the sum of \$1,157,220 for the 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 Chief Operating Officer to execute all ancillary documents required to administer or effectuate this agreement.

### **AFFIRMATIVE ACTION:**

This contract is in full compliance of the goals required by the Remedial Program for Minority and Women Business Enterprise (M/WBE Plan) participation in Goods and Services contracts. The M/WBE participation goals for this contract include 30% total MBE and 7% WBE. The vendor has scheduled the following companies:

Total MBE: 30%

Shelton Solutions, Inc. 7643 S. Indiana Chicago, IL 60619 Total WBE: 7%

Design Verification International, Ltd. 332 S. Michigan suite 1024

Chicago, IL 60604

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to Operations: \$1,157,220.00

FY13-15 funding is contingent upon budget appropriation and approval.

FY13: \$421,740.00-11880-230-54125-254004-000000-2013 FY14: \$367,740.00-11880-230-54125-254004-000000-2014 FY15: \$367,740.00-11880-230-54125-254004-000000-2015

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

Vice President Ruiz abstained on Board Report 12-0523-PR15.

### 12-0523-PR16

### **FINAL**

## APPROVE ENTERING INTO AN AGREEMENT WITH THE CONCORD CONSULTING GROUP OF ILLINOIS, INC. FOR COST ESTIMATING SERVICES

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

Approve entering into an agreement with The Concord Consulting Group of Illinois, Inc. to provide cost estimating services to Department of Operations at a total cost not to exceed \$1,125,000. 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 execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number: 12-250007

Contract Administrator: Knowles, Miss Demetra / 773-553-2280

#### VENDOR:

1) Vendor # 46678
CONCORD CONSULTING GROUP OF
ILLINOIS INC, THE
161 NORTH CLARK ST., STE 2050
CHICAGO, IL 60601
Eamon Ryan
312 424-0250
312-424-0252

#### **USER INFORMATION:**

#### Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Davis, Mr. Cory M.

773-553-2960

#### TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end December 31, 2013. This agreement shall have three (3) options to renew for periods of twelve (12) months each.

#### **EARLY TERMINATION RIGHT:**

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

#### SCOPE OF SERVICES:

Vendor will provide cost estimating services for all work associated with school construction projects, whether by Operations and Maintenance, Capital or Public Building Commission including, but not limited to, the following:

Complete cost estimates.

Provide on-screen and digitizer take-offs and pricing including escalation rates/factors.

Derive material quantities and productivity units form Building Information Modeling (BIM) design environment.

Provide estimates at various milestones of the design life cycle, such as transfer estimates, 75% design, 100% design and out to bid ("OTB") estimates.

Provide assessment costing tables to supplement the CPS Biannual assessment tool to assist with long-term capital plan.

Review Job Order Costing Proposal for accuracy.

Provide accurate estimates including statistical analysis with respect to construction trends, material price changes, Leadership in Energy and Environmental Design ("LEED") requirements, environmental, labor disputes and other influences in the market place.

Provide the Schedule of Values ("SOV") for bid estimates and identify areas that might require increased project control efforts to mitigate front-end loading and over expenditures.

Review all change orders using Oracle Contracts Manager.

### **DELIVERABLES:**

Vendor will provide estimating services for demolition, renovation, new construction, and utilities for the entirety of the Board's portfolio, as required during various phases of design and during construction to review and validate the cost implications associated with base work and change management. The estimates will be organized by the updaetd 2010 Construction Standards Institute ("CSI") MasterFomat. Vendor's services will be delivered in a client focused manner, seamlessly and within a web-based integrated program management environment.

### **OUTCOMES:**

Vendor's services will result in accurate cost data and analysis which will enable the effective and efficient management of the Board's Capital Improvement Program and Operations and Maintenance Program.

### **COMPENSATION:**

Vendor shall be paid as specified in the agreement; total compensation not to exceed the sum of \$1,125,000 which amount is inclusive of all reimbursable expenses.

### REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for direct project expenses related solely to Project activities based upon actual expenses incurred upon review and approval of supporting documentation. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

#### **AUTHORIZATION:**

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

#### **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Participation in Goods and Services Contracts (M/WBE Plan). The goals of this contract are 25% total MBE and 5% WBE, and will be monitored on a quarterly basis.

The vendor has scheduled the following firms:

Total MBE: 25% Spann Tech, Inc. 311 South Wacker Drive, Suite 2400 Chicago, IL 60606

Total WBE: 5% Starr Design Associates, Inc. 717 W. Oakdale Chicago, IL 60657

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to Operations: \$1,125,000

\$750,000-12150-483-56310-009522-000000-2012-FY13

\$375,000-TBD-FY14

FY2013 and FY2014 funding is contingent upon budget appropriation and approval

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

### 12-0523-PR17

## APPROVE EXERCISING THE THIRD OPTION TO RENEW THE AGREEMENT WITH C AND M JV1 COMPANY, LTD FOR MILK SUPPLY AND DELIVERY SERVICES

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

Approve exercising the third option to extend the agreement with C&M JV1 Company, Ltd. to provide milk supply and delivery to Chicago Public Schools at a cost for the option period not to exceed \$20,438,524.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 09-250053

Contract Administrator: Hernandez, Miss Patricia / 773-553-2280

### **VENDOR:**

1) Vendor # 39550 C & M JV1 COMPANY, LTD. 16408 S. PULASKI ROAD MARKHAM, IL 60426 Christine Stajazczak 708-596-3436

### **USER INFORMATION:**

#### Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Tyrrell, Mr. Tom L.

773-553-2960

#### **ORIGINAL AGREEMENT:**

The original agreement (authorized by Board Report 09-0826-PR5) in the amount of \$20,163,001.00 is for a term commencing September 1, 2009 and ending June 18, 2010 with the Board having four (4) options to extend for one-year each. The agreement was renewed (authorized by Board Report 10-0428-PR7, amended by Board Reports 10-0922-PR4 and 10-1117-PR2) for a term commencing June 19, 2010 and ending June 18, 2011. The agreement was renewed (authorized by Board Report 11-0427-PR7, as amended by Board Report 11-0727-PR6) for a term commencing June 19, 2011 and ending June 18, 2012. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification No. 09-250053).

#### **OPTION PERIOD:**

The term of this agreement is being extended for one-year commencing June 19, 2012 and ending June 18, 2013.

### **OPTION PERIODS REMAINING:**

There is one option period for one year remaining.

### SCOPE OF SERVICES:

Vendor shall continue to supply and deliver milk to Chicago Public Schools as set forth in the original agreement.

### **DELIVERABLES:**

Vendor will continue to supply and deliver milk as set forth in the agreement.

### OUTCOMES

Vendor's services shall continue to result in the delivery of quality milk products for consumption by Chicago Public Schools students.

### **COMPENSATION:**

Vendor shall be paid during this option period in accordance with the terms and rates set forth in the original agreement; total cost for the option period not to exceed \$20,438,524.00.

### **AUTHORIZATION:**

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

### **AFFIRMATIVE ACTION:**

The M/WBE goals for this contract include: 10% MBE and 15% WBE. However, pursuant to section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Office of Business Diversity recommends that a partial waiver of the MBE goal be granted as the vendor has demonstrated reasonable good faith efforts in achieving participation. The MBE waiver is for one year only and it will not extend to any future renewals.

The vendor has identified and scheduled the following firms and percentages:

Total MBE - 1%

Petromex 14702 S. Hamlin Markham, IL 60426 Contact: Felipe Estrada Total WBE 15%

C & C Dairy, Inc. 16408 S. Pulaski Rd. Markham, IL 60453

Contact Person: Christine Stajsczak

Krystal Dairy Services, Inc. 18121 Highwood Ave. Homewood, IL 60430

Contact: Mary Catherine Hrascinski

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL

Charge to Food Services: \$20,438,524.00 Source of Funds: Lunchroom Funds

12050-312-53205-256009-000000-2013 \$20,438,524.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

### 12-0523-PR18

### **FINAL**

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH PHILIPS ELECTRONICS NORTH AMERICA CORPORATION DBA PHILIPS MEDICAL SYSTEMS FOR THE PURCHASE OF AUTOMATED EXTERNAL DEFIBRILLATORS AND ACCESSORIES

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

Approve exercising the second and final option to renew the agreement with Philips Electronics North America Corporation DBA Philips Medical Systems for the purchase of Automated External Defibrillators (AED) at a cost for the option period not to exceed \$150,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 07-250057

Contract Administrator: Sinnema, Mr. Ethan Cedric / 773-553-2280

### VENDOR:

1) Vendor # 35983
PHILIPS ELECTRONICS NORTH AMERICA
CORPORATION DBA PHILIPS MEDICAL
SYSTEMS
P O BOX 406538
ATLANTA, GA 30384

Trish Archambault 206-664-5409 773-575-5562

#### **USER INFORMATION:**

Contact: 11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Mcguffage, Mr. Terrence William

773-553-2960

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 08-0625-PR30) is for a term commencing July 1, 2008 and ending June 30, 2011, with the Board having two options to renew for 12 months each. The agreement was renewed (authorized by Board Report 11-0323-PR8) for a term commencing July 1, 2011 and ending June 30, 2012. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of this agreement is being extended for one year commencing July 1, 2012 and ending June 30, 2013

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

There are no option periods remaining.

#### **SCOPE OF SERVICES:**

Vendor shall continue to provide Automatic External Defibrillators (AEDs) and accessories, including battery packs, spare battery packs, extra sets of pads, spare defibrillation pads, infant child keys, carrying cases, wall cabinets, fast response kits, and AED wall signs.

#### **DELIVERABLES:**

Vendor will continue to be responsible for correcting equipment failures and malfunctions, equipment recalls, damaged equipment, timely replacement of equipment, warranties and timely delivery of equipment.

### **OUTCOMES**

Vendor's services will continue to result in AED units for schools participating in the AED program in order to comply with programmatic, maintenance, response, training and requirements

### COMPENSATION:

Vendor shall be paid during this option period as follows: total not to exceed \$150,000

Item Description:

Automatic External Defibrillator

(AED includes one battery and one set of pads)	\$985.40
Battery Pack Spare	\$77.48
Defibrillation Pads Spare	\$25.48
Carrying Case	\$67.60
Wall Cabinet	\$207.48
Fast Response Kit	\$21.32
AED Wall Sign	\$16.64
Infant/Child Key	\$49.40

### **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 Operating Officer to execute all ancillary documents required to administer or effectuate this option agreement.

### **AFFIRMATIVE ACTION:**

The M/WBE goals for this contract include: 30% total MBE participation and 5% total WBE participation. However, the Office of Business Diversity recommends a waiver of the MBE/WBE participation goals be granted because the contract scope is not further divisible.

### LSC REVIEW:

Local School Council approval is not applicable to this report

### FINANCIAL:

Charge to Department of Operations-Facilities- \$150,000

Fiscal Year: 2012-2013

Source of Funds: Life Safety Budget Line

11880-230-56105-254002-000000-2012 \$150,000.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

Ethics - The Board's Ethics Code adopted 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)

Vice President Ruiz abstained on Board Report 12-0523-PR18.

### 12-0523-PR19

## APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH VARIOUS VENDORS TO PROVIDE PROFESSIONAL CUSTODIAL MANAGEMENT SERVICES

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

Approve exercising the option to renew the agreements with various vendors to provide professional custodial management services to Department of Operations at a total cost for the option period not to exceed \$96,500,000 in the aggregate for all vendors. Written documents exercising this option 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: 10-250017

Contract Administrator: Hernandez, Miss Patricia / 773-553-2280

### VENDOR:

- Vendor # 49611
  RJB PROPERTIES, INC.
  11415 WEST 183RD PLACE, STE B
  ORLAND PARK, IL 60467
  Angela M. Shumpert
  708 479-4422
  708-799-7722
- Vendor # 30456 UNITED BUILDING MAINTENANCE, 165 EASY STREET CAROL STREAM, IL 60188-0000 Z. James Prokulewicz 630 653-4848 630-653-0660
- 3) Vendor # 28190
  WE CLEAN MAINTENANCE & SUPPLIES, INC
  7545 WEST 99TH STREET
  BRIDGEVIEW, IL 60455
  Louanna Darrus
  708 598-9087
  708-598-9087

### **USER INFORMATION:**

Contact: 11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Mcguffage, Mr. Terrence William

773-553-2960

### **ORIGINAL AGREEMENT:**

The original agreements (authorized by Board Report 10-0623-PR9, as amended by Board Report 11-0727-PR5) are for a term commencing July 1, 2010 and ending June 30, 2012, with the Board having two options to renew for one year each. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each agreement is being extended for one year commencing July 1, 2012 and ending June 30, 2013.

### **OPTION PERIODS REMAINING:**

There is one option period for one year remaining

#### SCOPE OF SERVICES:

Vendors will continue to supply all labor, supervision and management expertise necessary to provide services required at specified Board facilities, inclusive of all associated costs. The services provided shall be in compliance with applicable Federal, State and City regulations.

#### **DELIVERABLES:**

During the option period each vendor shall continue to deliver custodial services at assigned Board facilities.

#### **OUTCOMES:**

Vendors' services will result in providing Chicago Public Schools with clean facilities.

#### COMPENSATION:

Vendors shall be paid during this option period as follows: Bi-weekly invoicing at the rates set forth in their respective agreement; total not to exceed the sum of \$96,500,000 in the aggregate for all vendors

### **AUTHORIZATION:**

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

### AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBEWBE requirements for this contract include: 30% total MBE and 15% total WBE participation. The Vendors have identified and scheduled the following:

### United Building Maintenance, Inc. Total MBE - 85%

United Building Maintenance, Inc. (H) 166 Easy Street Carol Stream, Illinois 60188 Contact: James Cabrera

Total Facility Maintenance (AA) 615 Wheat Lane, Suite C Wood Dale, Illinois 60191 Contact: Dolores Daniels

### Total WBE - 15%

Twin Cleaning Professional, Inc. 1701 S. 1st Ave., Sulte 404E Maywood, Illinois 60153 Contact: Taunesha Carpenter

### We Clean Maintenance and Supplies, Inc. Total MBE - 30%

Jackson's Cleaning Services, Inc. (AA) 2929 202nd Street Lynwood, Illinois 60411 Contact: George Jackson, Sr. Total WBE - 70%

We Clean Maintenance and Supplies, Inc. 7545 West 99th Street

Chicago, Illinois 60455 Contact: Louann Darrus

RJB Properties, Inc. Total MBE - 95%

RJB Properties, Inc. (AA) 11415 West 183rd Place Orland Park, Illinois 60467 Contact: Angela Shumpert

Total WBE 5%

Geralex, Inc. 2007 S. Blue Island Avenue Chicago, Illinois 60608 Contact: Alejandra Alvarado

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL

Charge to Operations: 96,500,000- FY13

11880-230-54105-254007-0000000-2013- \$96,500,000

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

Vice President Ruiz abstained on Board Report 12-0523-PR19.

### 12-0523-PR20

## APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS FOR BIENNIAL FACILITY ASSESSMENTS SERVICES

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

Approve entering into agreements with various vendors to provide biennial facility assessment services to the Department of Operations at a total aggregate cost not to exceed \$6,590,916. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotilated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement, with the exception of Vendor attendance at training sessions conducted by Board, in order to meet the requirement of Public Act 097-0474). Vendors shall not be compensated for their attendance at the training sessions. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

Specification Number: 12-250002

Contract Administrator: Hernandez, Miss Patricia / 773-553-2280

#### VENDOR:

- 1) Vendor # 64882 CLAMPETT INDUSTRIES, LLC DBA EMG 222 SCHILLING CIRCLE, STE 275 NUNT VALLEY, MD 21031 Matthew Munter 800 733-0660X2709
- 2) Vendor # 67331
  JACOBS PROJECT MANAGEMENT
  COMPANY (JPMCO)
  ONE NORTH FRANKLIN, STE 1125
  CHICAGO, IL 60661
  Jim Mclean
  312 675-3038

### **USER INFORMATION:**

Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Davis, Mr. Cory M.

773-553-2960

#### TERM:

The term of each agreement shall commence upon execution and shall end on May 31, 2014. The agreements shall have two (2) options to renew for periods of 12 months each.

### **EARLY TERMINATION RIGHT:**

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

### SCOPE OF SERVICES:

Vendors will provide biennial facility assessments for every facility in the Board's portfolio. Vendors will perform a detailed assessment of every school as provided by CPS within an 18 month period, including special assessments and assessing some non-CPS charter school facilities. Vendors will be required to assess the following: elements, exterior, mechanical, electrical, plumbing, fire protection, interior, grounds, ada accessibility and facility performance standards.

### **DELIVERABLES:**

Vendors will deliver roughly 350 separate assessments that will be performed within the two year period.

### OUTCOMES:

Vendors' assessments will be used to inform and prioritize the annual five- and ten- year capital improvement budgets for the district.

### COMPENSATION:

Vendors shall be paid at the rates set forth in their respective contract; compensation for Jacobs Project Management Company shall not exceed the sum of \$4,067,216 and compensation for Clampett Industries, LLC d/b/a EMG Corp. shall not exceed the sum of \$2,523,700; total not to exceed the sum of \$6,590,916 in the aggregate for all vendors, which sums are inclusive of all reimbursable expenses.

### **REIMBURSABLE EXPENSES:**

Vendors shall be reimbursed for the following expenses: mileage for personal or company vehicles when used for travel for multiple project sites only and any other reimbursable expenses as agreed to with prior written approval from the Board. The maximum compensation amounts herein are inclusive of all reimbursable expenses.

### **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 Operating Officer to execute all ancillary documents required to administer or effectuate the agreements.

### **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Participation (M/WBE Plan) for Goods and Services Contracts. The goals for this contract are 30% total MBE and 7% WBE participation, and will be monitored on a quarterly basis.

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to Operations: \$6,509,916

FY12- 12150-483-56310-009522-000000-2012- \$200,000 FY13- 12150-XXX-56310-009522-000000-2013- \$3,461,850 FY14- 12150-XXX-56310-009522-000000-2014- \$2,929,066

FY13-14 funding is contingent upon budget appropriation and approval

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

### 12-0523-PR21

## APPROVE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH VENDORS TO PROVIDE MOVING SERVICES

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

Approve the pre-qualification status of and the master agreements with various vendors to provide moving services for the Department of Operations at a cost not to exceed \$3,350,000 00 in the aggregate Vendors were selected on a competitive basis pursuant to Board Rule 7-2. No services shall be provided by and no payment shall be made to any vendor prior to the execution of their written master agreement. The pre-qualification status approved herein for each vendor shall automatically rescind in the event such vendor fails to execute the Board's master agreement within 120 days of the date of this Board Report Information pertinent to this master agreement is stated below.

Specification Number: 12-250009

Contract Administrator: Hernandez, Miss Patricia / 773-553-2280

### VENDOR:

Vendor # 38502
 MIDWEST MOVING & STORAGE, INC
 1255 TONNE ROAD
 ELK GROVE VILLAGE, IL 60007
 Luis A. Toledo
 888 722-6683

2) Vendor # 13805 BIG O MOVERS & STORAGE, INC. 9400 SOUTH COTTAGE GROVE AVENUE CHICAGO, IL 60619-7720 Odis S. Reams 773 487-9900 3) Vendor # 64889 INSTALLATION PLUS 1965 WEST PERSHING RD. BLDG D CHICAGO, IL 60609 John Wilmsen 773 376-9502

#### **USER INFORMATION:**

Contact: 11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603 Davis, Mr. Cory M. 773-553-5409

#### **TERM**

The term of this pre-qualification period and each master agreement is three years, effective June 1, 2012 and ending May 31, 2015. The Board shall have the right to extend the pre-qualification period and each master agreement for three additional one year periods.

### **SCOPE OF SERVICES:**

Vendors shall provide moving services to Chicago Board of Education facilities. Moving services will be provided in four categories: (1) general moves includes all labor, packing materials, equipment, transportation and supervision to move furniture, fixtures, equipment and boxes; (2) cubicle and workstation moves includes all labor, packing material, equipment, transportation and supervision to disassemble, reassemble, inventory piece and prepare drawing to reassemble cubicles and workstation; (3) piano and music instrument moves includes labor, packing materials, equipment, transportation and supervision, and (4) nutrition support services equipment moves includes labor packing materials, equipment, transportation and supervision.

### **COMPENSATION:**

The compensation payable to all vendors, inclusive of labor, materials and supplies, shall not exceed \$3,350,000.00 in the aggregate, for the base 3-year term.

#### **USE OF POOL:**

The Department of Operations is authorized to receive moving services proposals from the pre-qualified pool as follows: bid solicitation process. Vendors will be awarded projects as follows: All work over \$10,000 will be awarded based on competitive sealed bids solicited by: the Chief Operating Officer or his/her designee by and through the Department of Operations.

### **AUTHORIZATION:**

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

### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services Contracts, (M/WBE Plan), the M/WBE goals for this contract include 30% total MBE and 7% WBE. Aggregated compliance of the Prime MBE vendors will be monitored on a quarterly basis.

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to Facility Operations and Maintenance: \$3,350,000.00

FY12 - \$500,000.00 FY13 - \$950,000.00 FY14 - \$950,000.00 FY15 - \$950,000.00

FY13-15 funding is contingent upon budget appropriation and approval.

Source of Funds: Various Operations and Maintenance and Capital Funds

11880-230-54125-255581-00000-2012	\$400,000.00
11880-115-54105-254002-00000-2012	\$100,000 00
11880-230-54102-254028-00000-2013	\$950,000.00
11880-230-54102-254028-00000-2014	\$950,000 00

11880-230-54102-254028-00000-2015

\$950,000.00

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

### 12-0523-PR22

## APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH SEAWAY BANK AND TRUST COMPANY FOR BANKING SERVICES

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

Approve exercising the option to renew the agreement with Seaway National Bank to provide banking services to the Office of School Financial Services Bureau of Treasury at a total cost for the option period not to exceed \$130,000.00 per fiscal year. A written document exercising this option is currently being negotiated. No payment shall be made to Seaway National Bank 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 :

08-250023

Contract Administrator

Flores, Miss Nanzi / 773-553-2280

### VENDOR:

1) Vendor # 31372 SEAWAY NATIONAL BANK OF CHICAGO 645 E. 87TH STREET CHICAGO, IL 60619 Richard S. Abrams 773-487-4800

### **USER INFORMATION:**

Contact:

12440 - Treasury 125 South Clark Street Chicago, IL 60603

Jopek Shaker, Ms. Melanie A

773-553-2595

### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-0225-PR13) in the amount of \$130,000.00 per fiscal year, is for a term commencing August 1, 2009 and ending July 31, 2012, with the Board having the option to renew the agreement for one additional 24-month period. 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 23 months commencing August 1, 2012 and ending June 30, 2014.

### **OPTION PERIODS REMAINING:**

There are no option periods remaining

#### **SCOPE OF SERVICES:**

Seaway National Bank will continue to provide (i) coin and currency deposit processing including coin and currency counting and sorting, reconciliation and reporting for deposits collected for elementary school lunchrooms and (ii) related banking services as determined by the Chief Financial Officer. Coin and currency refers primarily to coin and currency but may include a small number of checks and money orders

#### **DELIVERABLES:**

Seaway National Bank will continue to provide bank statements, reconciliation reports, return items, electronic information, electronic access to information, and other written and electronic reports as requested, all as detailed in the written agreement

#### **OUTCOMES:**

Seaway National Bank's services will result in timely posting, accurate accounting, cost efficient processing, and reconciliation of elementary school lunchroom collections.

### **COMPENSATION:**

During this option period Seaway National Bank shall be paid at the specific rates identified in the renewal agreement; total not to exceed the sum of \$130,000.00 per fiscal year, inclusive of any reimbursable expenses

#### **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 Financial Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

This agreement is in full compliance with the requirements of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MWBE goals for this agreement include: 35% total MBE and 5% total WBE participation.

The Vendor has identified and scheduled the following firms and percentages:

#### Total MBE - 95%

Seaway Bank and Trust Company 645 East 87th Street Chicago, Illinois 60637

Aztec Supply Corporation 5024 West 67th Street Chicago, Illinois 60638

### Total WBE - 5%

Arrow Messenger Service 1322 West Walton Chicago, Illinois 60622

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

FY2013 and FY2014 funding is contingent upon budget appropriation and approval.

12440-115-54125-252302-000000-2013 \$130,000.00

12440-115-54125-252302-000000-2014

\$130,000.00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

### Member Hines abstained on Board Report 12-0523-PR22.

#### 12-0523-PR23

## APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH JP MORGAN CHASE BANK FOR BANKING SERVICES

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

Approve exercising the option to renew the agreement with JP Morgan Chase Bank for banking services to the Office of School Financial Services, Bureau of Treasury at a total cost for the option period not to exceed \$670,000.00 per fiscal year. A written document exercising this option is currently being negotiated. No payment shall be made to JP Morgan Chase Bank 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: 08-250023

Contract Administrator: Flores, Miss Nanzi / 773-553-2280

#### **VENDOR:**

1) Vendor # 58545 JPMORGAN CHASE BANK N.A. 10 SOUTH DEARBORN., STE IL1-1228 CHICAGO, IL 60603 Mark Lester 312-732-6932

### **USER INFORMATION:**

Contact: 12440 - Treasury

125 South Clark Street Chicago, IL 60603

Jopek Shaker, Ms. Melanie A.

773-553-2595

### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-0225-PR12) in the amount of \$670,000.00 per year, is for a term commencing August 1, 2009 and ending July 31, 2012, with the Board having the option to renew the agreement for one additional 24-month period. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

### **OPTION PERIOD:**

The term of this agreement is being extended for 23 months commencing August 1, 2012 and ending June 30, 2014.

### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

### **SCOPE OF SERVICES:**

JP Morgan Chase Bank will continue to provide concentration account services, disbursement services for both employees and vendors, check and statement printing services and other specific services at the request of the Chief Financial Officer, all as detailed in the written agreement.

### **DELIVERABLES:**

JP Morgan Chase Bank will continue to provide bank statements, reconciliation reports, return items, electronic information, electronic access to information, and other written and electronic reports as requested, all as detailed in the written agreement.

### **OUTCOMES:**

JP Morgan Chase's services will result in streamlining of receipts and disbursements, cost savings in the check payment process, increased interest income due to more efficient cash management, and operational efficiencies in the cash reconciliation process.

### COMPENSATION:

During this option period JP Morgan Chase shall be paid at the specific rates identified in the renewal agreement; total not to exceed the sum of \$670,000.00 per fiscal year, inclusive of any reimbursable expenses.

#### **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 Financial Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### AFFIRMATIVE ACTION:

This agreement is in full compliance with the requirements of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MWBE requirements for this agreement include: 35% total MBE and 5% total WBE participation.

The Vendor has identified and scheduled the following firms and percentages:

#### Total MBE - 35%

Loop Capital Markets 200 W. Jackson Blvd. Chicago, IL 60606

A&R Janitorial Services 35236 Eagle Way Chicago, IL 60678

Total WBE - 5% Continental Courier 11697 Westgrand Avenue Northlake, IL 60164

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

FY2013 and FY2014 funding is contingent upon budget appropriation and approval.

12440-115-54125-252302-000000-2013 \$670,000.00

12440-115-54125-252302-000000-2014

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.

\$670,000.00

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

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

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

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

Vice President Ruiz abstained on Board Report 12-0523-PR23.

## APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH BANK OF AMERICA FOR BANKING SERVICES

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

Approve exercising the option to renew the agreement with Bank of America ("BofA") to provide banking services to the Office of School Financial Services, Bureau of Treasury at a total cost for the option period not to exceed \$120,000.00 per fiscal year. A written document exercising this option and a reduction in certain unit pricing, is currently being negotiated. This option period allows for additional electronic vendor payments and increase in revenue from lockbox volume, should they occur. No payment shall be made to BofA 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: 08-250023

Contract Administrator: Flores, Miss Nanzi / 773-553-2280

#### VENDOR:

1) Vendor # 44055 BANK OF AMERICA, N.A. 231 SOUTH LASALLE STREET CHICAGO, IL 60604 Kimberly Feeney 312 828-7886

#### **USER INFORMATION:**

Contact: 12440 - Treasury

125 South Clark Street Chicago, IL 60603

Jopek Shaker, Ms. Melanie A.

773-553-2595

### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-0225-PR11 as amended by 12-0328-PR22), not to exceed \$78,000 per year for FY10 and FY11 and not to exceed \$100,000 for FY12, is for a term commencing August 1, 2009 and ending July 31, 2012, with the Board having one option to renew the agreement for one additional 24-month period. 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 23 months commencing August 1, 2012 and ending June 30, 2014.

### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

### SCOPE OF SERVICES:

Bank of America will continue to provide electronic data interchange (EDI) payment services, lockbox services, and other specific services at the request of the Chief Financial Officer, as detailed in the written agreement.

### **DELIVERABLES:**

Vendor will continue to provide activity statements, reconciliation reports, return items, electronic information, electronic access to information, and other written and electronic reports as requested, all as detailed in the written agreement.

### **OUTCOMES:**

Vendor's services will result in streamlining of receipts and payments, cost and time savings in payment process, increased interest income due to more efficient cash management, operational efficiencies, and process reconciliation.

### COMPENSATION:

During this option period Bank of America shall be paid according to the specific rates identified in the written renewal agreement; total not to exceed the sum of \$120,000.00 per fiscal year, inclusive of any reimbursable expenses.

#### **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 Financial 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 M/WBE requirements for this agreement include: 35% total MBE and 5% total WBE participation.

The Vendor has identified and scheduled the following firms and percentages:

Total MBE - 35% Creative Printing Services 1701 Birchwood Avenue Des Plaines, IL 60018

Total WBE - 5% Cheevers and Co. 440 South LaSalle Street Chicago, IL 60605

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL

FY2013 and FY2014 funding is contingent upon budget appropriation and approval.

12440-115-54125-252302-000000-2013 \$120,000.00

12440-115-54125-252302-000000-2014 \$120,000.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

Vice President Ruiz abstained on Board Report 12-0523-PR24.

### 12-0523-PR25

## APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH AMALGAMATED BANK OF CHICAGO FOR BANKING SERVICES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve exercising the option to renew the agreement with Amalgamated Bank of Chicago to provide banking services to the Chicago Public Schools Bureau of Treasury at a total cost for the option period not to exceed \$80,000.00 per fiscal year. This option period will allow for processing of additional high school lunch revenues should the volume continue to increase. A written document exercising this option and reflecting a reduction in certain unit pricing, is currently being negotiated. No payment shall be made to Amalgamated Bank of Chicago during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below

Specification Number: 08-250023

Contract Administrator: Flores, Miss Nanzi / 773-553-2280

### VENDOR:

1) Vendor # 14474
AMALGAMATED BANK OF CHICAGO
ONE WEST MONROE STREET
CHICAGO, IL 60603
David J. Stewart
312-822-3134

#### **USER INFORMATION:**

Contact: 12440 - Treasury

125 South Clark Street Chicago, IL 60603

Jopek Shaker, Ms. Melanie A.

773-553-2595

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-0225-PR10 as amended by 11-0427-PR54 and 12-0328-PR23), not to exceed \$40,000 per year for FY10 and FY11 and \$70,000 for FY12, is for a term commencing August 1, 2009 and ending July 31, 2012 with the Board having one option to renew the agreement an additional 24-month period. 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 23 months commencing August 1, 2012 and ending June 30, 2014.

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

There are no option periods remaining.

#### **SCOPE OF SERVICES:**

Amalgamated Bank of Chicago will continue to provide (i) coin and currency deposit processing including coin and currency counting and sorting, reconciliation and reporting for deposits collected for high school lunchrooms and preschool tuition receipts; and (ii) related banking services as determined by the Chief Financial Officer. Coin and currency refers primarily to coin and currency but may include a small number of checks and money orders.

### **DELIVERABLES:**

Amalgamated Bank of Chicago will continue to provide, bank statements, reconciliation reports, return items, electronic information, electronic access to information and other written and electronic reports as requested, all as detailed in the written agreement.

### **OUTCOMES**:

Vendor's services will result in timely posting, accurate accounting, cost efficient processing, and reconciliation of high school and lunchroom collections.

### **COMPENSATION:**

During this option period Amalgamated Bank of Chicago shall be paid at the specific rates identified in the written renewal agreement; total not to exceed the sum of \$80,000 00 per fiscal year, inclusive of any reimbursable expenses.

### **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 Financial Officer to execute all ancillary documents required to administer or effectuate this option agreement.

### **AFFIRMATIVE ACTION:**

The M/WBE requirements for this agreement include: 35% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends that a partial waiver of the MBE participation requirements for this agreement, as required by the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services Contracts be granted because the contract scope is not further divisible.

The Vendor has identified the following firms:

Total MBE - 28% Compu-City 100 West Monroe Street Chicago, Illinois 60603 Meadows Office Supplies 880 Remington Road Schaumburg, Illinois 60173

Merchandise Distributors 4141 North Rockwell Chicago, Illinois 60618

Montenegro Paper P.O. Box 6202 Bloomingdale, Illinois 60018

Multi Products 200 Garden Avenue Roselle, Illinois 60172

Total WBE - 5% Arrow Messenger 1322 West Walton Chicago, Illinois 60622

Consolidated Print Company 4202 North Nashville Chicago, Illinois 60634

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

FY2013 and FY2014 funding is contingent upon budget appropriation and approval.

12440-115-54125-252302-000000-2013 \$80,000.00

12440-115-54125-252302-000000-2014 \$80,000 00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

Vice President Ruiz abstained on Board Report 12-0523-PR25.

### 12-0523-PR26

## APPROVE THE FINAL OPTION TO RENEW THE AGREEMENTS WITH VARIOUS AUDITING FIRMS FOR INTERNAL AUDITING SERVICES FOR THE SCHOOL BASED PROGRAM

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

Approve exercising the final option to renew the agreements with the various auditing firms to provide Internal Auditing Services for the School Based Program with the Department of Audit Services at an aggregate cost for the option period not to exceed \$150,000. Written documents exercising this option 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: 09-250007

Contract Administrator: Seanior, Miss Pamela Dorcas / 773-553-2280

#### **USER INFORMATION:**

Contact: 10430 - Department of Audit Services

125 S Clark St - 13th Floor Chicago, IL 60603 Gentile, Mrs. Gina M 773-553-1459

#### **ORIGINAL AGREEMENT:**

The original agreements (authorized by Board Report #09-0527-PR19) in the amount of \$300,000 were for a term commencing upon execution and ending May 27, 2011 with the Board having 2 options to renew for 1 year periods. The agreements (authorized by Board Report #11-0427-PR30) were renewed in the aggregate sum of \$150,000 for a term commencing May 28, 2011 and ending May 27, 2012. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2

#### **OPTION PERIOD:**

The term of each agreement is being extended for a one-year term commencing May 28, 2012 and ending May 27, 2013.

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

There are no options remaining.

#### SCOPE OF SERVICES:

Vendors will continue to perform Internal audits of individual school units and will provide recommendations for school staff to ensure compliance with Board rules as they relate to management of cash accounts, expense reimbursement, payroll and fixed assets. As necessary, the Director of Audit Services may request the vendors to perform special audits of programs or departments. The regular audit schedule consists of principal transition audits, limited scope reviews, follow-up reviews, and special scope audits.

#### **DELIVERABLES:**

Vendors will continue to provide individual detailed audit reports for identified individual school units including specific findings and recommendations, or specific programs or departments.

### **OUTCOMES**

Vendors' services will result in specific relevant recommendations that will assist the schools and Board management in improving compliance with policies and procedures and will improve the effectiveness and efficiency of operations.

### **COMPENSATION:**

Each Vendor shall be paid during the renewal term based on the hourly rates detailed in their respective agreements; total not to exceed \$150,000 in the aggregate for all Vendors.

### **AUTHORIZATION:**

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

### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract and Category Goals Method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis and will adhere to the required goals of 25% MBE and 15% WBE participation.

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to Department of Audit Services: FY12

10430-115-54125-252802-000000-2012 \$150,000.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

- Vendor # 34148
  GERARDO G. LIWANAG & ASSOC., CPA'S
  236 WAUKEGAN ROAD
  GLENVIEW, IL 60025
  Gerardo Liawang
  847 724-4331
- Vendor # 26818
  PRADO & RENTERIA CPA'S PROF
  1837 S MICHIGAN AVENUE
  CHICAGO, IL 60616
  Maria De J. Prado
  312 567-1330
- 3)

  Vendor # 66028

  RAGLAND & ASSOCIATES, LLC

  15525 SOUTH PARK AVE., STE 111

  SOUTH HOLLAND, IL 60473-1380

  Lawrence Ragland

  708 333-0634
- 4)
  Vendor # 26085
  OMOTOSHO & ASSOCIATES, CPA'S
  1525 E 53RD ST., SUITE 620
  CHICAGO, IL 60615-0000
  Akin E. Omotosho
  773 752-0035

### 12-0523-PR27

## APPROVE EXTENDING THE PRE-QUALIFICATION STATUS OF AND EXERCISING THE OPTION TO RENEW THE AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE YEARBOOK PRINTING SERVICES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve extending the pre-qualification status of and exercising the option to renew the agreements with vendors to provide yearbook printing services to all schools at a total cost for the option period not to exceed \$1,000,000 in the aggregate for all vendors. Written documents exercising this option 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: 10-250005

Contract Administrator: Matthews, Ms. Trineda L. / 773-553-2280

#### **USER INFORMATION:**

#### Contact:

12210 - Office of Procurement and Contracts 125 South Clark Street 10th Floor Chicago, IL 60603 Matthews, Ms Trineda L. 773-553-2280

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report #10-0623-PR3) in the amount of \$3,000,000.00 are for a term commencing August 1, 2010 and ending July 31, 2012, with the Board having one (1) option to renew for a two (2) year term. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each agreement is being extended for 2 years commencing August 1, 2012 and ending July 31, 2014.

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

There are no option periods remaining

#### SCOPE OF SERVICES:

Vendors will continue to work closely with schools to determine contents and components for each yearbook project, such as, but not limited to, photos, size of yearbook, yearbook cover, weight of paper, graphic arts and all other materials and physical attributes of the yearbook and shall also provide printing services.

#### **DELIVERABLES:**

Vendors will continue to provide yearbook printing services

#### **OUTCOMES:**

Vendors' services will result in continued yearbook printing services for all schools

#### **COMPENSATION:**

During this option period vendors shall be paid on a per project basis, the aggregate cost for all vendors shall not exceed \$1,000,000.00.

#### **AUTHORIZATION:**

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

#### **AFFIRMATIVE ACTION:**

The goals for this agreement are 35% total MBE and 5% total WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to: Various Departments Budget Classification: Various Requisition Number: Various Fiscal Year: 2012-2014

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 # 24809 Vendor # 39605 WALSWORTH PUBLISHING CO. INC. FIDELITY PRINT COMMUNICATIONS 306 N. KANSAS AVENUE 9125 SOUTH CREGIER CHICAGO, IL 60617 MARCELINE, MO 64658 Bernard Williams Jennifer Curts 816 333-1330 708 343-6833 530-678-4978 708-343-5061 5) 2) Vendor # 26501 Vendor # 23375 TAYLOR PUBLISHING COMPANY DBA JOSTENS, INC. **BALFOUR** 3601 MINNESOTA DRIVE, STE 400 P.O. BOX 882 MINNEAPOLIS, MN 55435 PLAINFIELD, IL 60544 Matt Higgins **Brad Nemsick** 952 830-3300 815 254-9790 507-455-6364 507-455-6219 815-254-9790 3) Vendor # 11626 LIFETOUCH NATIONAL SCHOOL 2 3821 Willlow St Schiller Park, IL 60176 Sue Sarantos 847 928-0200

Vice President Ruiz abstained on Board Report 12-0523-PR27.

#### 12-0523-PR28

847-928-2120

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH THE NEW TEACHER CENTER FOR NEW PRINCIPAL AND TEACHER INDUCTION AND SUPPORT SERVICES

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with the New Teacher Center (NTC) to provide induction and support services to the Talent and Leadership Development Offices for new CPS principals and teachers at a total cost for the option period not to exceed \$2,596.082.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Consultant has leadership development and induction expertise that is aligned with the District's theory of action and strategic goals. Since 2001, NTC has provided training and coaching for more than 27,000 school leaders and teachers across the country in 35 states, Canada, Singapore, and Scotland. The partnership between NTC and CPS began in 2006 when they received ISBE grant funds for new teacher induction.

#### VENDOR:

1) Vendor # 97832 NEW TEACHER CENTER-NTC 725 FRONT STREET, STE 400 SANTA CRUZ, CA 95060 Cynthia Brunswick 831 459-5815

#### **USER INFORMATION:**

Contact: 11010 - Office of Human Capital

125 S Clark St - 2nd Floor Chicago, IL 60603 Winckler, Ms. Alicia 773-553-1070

Contact:

11110 - Leadership Development and Support

125 S Clark St - 19th floor

Chicago, IL 60603

Gering, Mr. Steven M.

773-553-2150

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 10-1027-PR19) in the amount of \$1,500,000 is for a term commencing November 30, 2010 and ending June 30, 2011, with the Board having 3 options to renew for one year terms. The agreement was renewed (authorized by Board Report 11-0427-PR39) for a term commencing July 1, 2011 and ending June 30, 2012. The original agreement was awarded on a non-competitive basis and was approved by the Non-Competitive Procurement Review Committee.

#### OPTION PERIOD:

The term of this agreement is being extended for one year commencing July 1, 2012 and ending June 30, 2013.

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

There is one option remaining for a one year period.

# SCOPE OF SERVICES:Consultant will continue to manage a one-year new PRINCIPAL induction and mentoring program consisting of:

- 1)Induction initial and on-going support aligned to ISBE New Principal requirements intended to provide necessary development and support during the first year in the principalship.
- 2) Mentoring- coordination of one-on-one executive coaching for new principals focused on principals' individual development plans, which will be developed in partnership with the Principal, Chiefs of Schools, and coach
- 3) Professional Learning Communities and Professional Development a series of quarterly professional development sessions, including at least one Illinois Administrators Academy (IAA) course, intended to develop and position new principals for success during their first year.

## Consultant will continue to manage a new TEACHER induction program consisting of four strategic elements:

- 1) Induction and Mentoring CPS Framework for Teaching-embedded, one-on-one coaching for participating new teachers, aligned with professional goals. As new teachers work to continually improve their practice, Mentor Teachers will utilize NTC's Formative Assessment System (FAS).
- 2) Professional Learning Communities a true network of peers to enable new teachers to engage with each other to share best practices and work together to solve challenges. NTC will provide this in a variety of formats, including, but not limited to: online learning modules, New Teacher Summer Academy, study groups, and regularly scheduled targeted professional development topics.

- 3) Peer Observation Mentor Teachers will exchange caseloads and participate in the complete observation cycle, as outlined in the PERA Evaluation Plan, for probationary appointed teachers (PAT's) in their first year of teaching. The observations completed by induction coaches may be included in the PAT's summative efficiency rating, contingent on CTU agreement (required by 24A-3)
- 4) Regular collaboration NTC will have regular collaboration with CPS Talent Office, principals, Chiefs of Schools and other stakeholders to confirm program elements and alignment with the district priorities.

#### **DELIVERABLES: Principals**

Consultant will continue to manage the design and implementation of the New Principal Induction and Mentoring program to meet the ISBE Induction Program Standards and the ISBE New Principal Mentoring requirements by:

- 1) Aligning induction, mentoring expectations, and professional development opportunities to the new CPS Principal competencies.
- 2) Implementing new principal mentoring, including professional development and professional learning community opportunities.
- 3) Developing a process for hiring the matching of new principal coaches who have a track record of success in generating student achievement results and who can effectively develop leadership capacity in first-year principals.
- 4) Training supervising and evaluating coaches who mentor and support first-year principals in face-to-face interactions.
- 5) Collaborating with the Chicago Leadership Collaborative (CLC) and Chiefs of Schools to create and implement a transition plan for New Principal Induction and Mentoring, including mechanisms for building Network capacity and the transfer of New Principal Induction and Mentoring from the consultant to the CLC.

#### Teachers

Consultant will manage the continuous design and implementation of the New Teacher Induction and Mentoring program and provide intensive induction support for participating new teachers in CPS to include the following:

- 1) Aligning induction, mentoring expectations, and professional development opportunities to the CPS Framework for Teaching.
- Implementing mentoring for participating new teachers including professional development and professional learning community opportunities.
- 3) Collaborating with CPS to manage, train and deploy Mentor Teachers to provide one-on-one, face-to-face support for participating new teachers by:
  - a. Assisting CPS in selecting full-time Mentor Teachers.
- b. Hiring and managing up to four lead coaches to support Mentor Teachers and professional development implementation.
- c. Ensuring the Mentor Teachers meet expectations for frequency and quality of coaching interactions and peer observations with participating new teachers.
- d. Co-designing with CPS professional learning community sessions for new teachers, including New Teacher Summer Academy and online learning modules aligned with the CPS Framework for Teaching
- e. Hosting ongoing professional learning community sessions for new teachers, including New Teacher Summer Academy and online learning modules aligned with the CPS Framework for Teaching.
- 4) Co-developing a system to share program data, communicate with stakeholders, and continuously improve program elements in partnership with CPS.
- 5) Embedding calibration and training into the professional development for Mentor Teachers.

#### **OUTCOMES:Principals**

Consultant's services will continue to result in first-year principals having an accelerated and measurable impact on student outcomes during the first year of the principalship through:

- Increased alignment between Chief of Schools and Principal goal setting, supervisory, and support
  activities to positively impact student learning and the establishment of effective working conditions that
  support increased teacher capacity through executive coaching services.
- a. 90% satisfaction measured through an end-of-year survey by Chiefs of Schools, coaches and principals. (93% principal satisfaction reported for 2010-11).
- b. 95% completion of "leadership action" (including goal setting, development and support activities, etc.) with quarterly updates regarding development activities completed by principal and shared with coach and Chief of Schools.

- 2) Developed first year principals proficient in the CPS principal competencies.
- a. Assessment of principal's proficiency in the CPS Principal competencies will be measured bi-annually by the coach using CPS provided rubrics.
- b. Principals will demonstrate growth from fall to spring in areas not deemed "proficient" in the initial assessment
- 3) Established community of practice and professional learning community among new principals through induction, mentoring, and professional development activities supporting their entry and transition to leadership, measured by principal surveys and regular professional development evaluations
- 4) Written 90-day entry plans, completed by 95% of new principals in order to establish themselves in their role, and a school-wide strategic plan, to be communicated to all stakeholders (96% completion rate reported in 2011-12). Entry plan will be documented through:
  - a. Principal professional development (PD), and
  - b. Coach expectations and supervision.
- 5) Involvement in an ongoing cycle of learning and inquiry based on practice, research, reflection, and performance data through professional development training opportunities, documented through end-of-year survey data and evaluation data from PD and PLC participation.
- 6) Written transition plan detailing district and network capacity-building by March 1, 2013.

#### Teachers

The goals of new teacher induction are to increase teacher retention, accelerate teaching effectiveness, and ultimately, increase student achievement. To that end, the services provided by the Consultant in 2012-2013 will result in the following outcomes:

- 1) New teacher School-Level Completion and Retention
- a. 80% of participating new teachers will remain at their schools from SY2011-12 to SY2012-13. excluding teacher displacements due to loss in enrollment and/or budget (90% retention in district for 2010-11).
- b. 90% of new teachers will complete the school year in the same school where they began the school year (87% completion rate reported for 2010-11).
- 2) Acceleration of Teaching Effectiveness
- a. 90% of NTC supported new teachers will demonstrate improved classroom practice performance as identified on the CPS Framework for Teaching, per the benchmarks determined by CPS and NTC.
- 3) Perceptions of Quality, Relevance and Impact on Support
- a. 85% of participating new teachers will report feeling adequately supported by the program, using a standard survey (97.6% perception of quality in 2010-11).
- b. 100% of Mentor Teachers will report feeling adequately supported by the program and their Lead Coach, using a standard survey.
- 4) Program Implementation
  - a. Mentor-new teacher interactions:
- i. 100% of Mentor Teachers will meet the mentoring requirements as outlined in the contract of services (consultant agreement).
  - ii. 100% of Mentor Teachers will monitor and track all interactions with new teachers.

#### COMPENSATION:

Consultant shall be paid as specified in the renewal agreement; total not to exceed the sum of \$2,596,082.00 for this option period.

#### **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 Talent Officer and the Chief Leadership Development Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services Contracts, the participation goal provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

#### LŞÇ REVIEW:

Local School Council approval is not applicable to this report.

#### **FINANCIAL**

Charge to the Office of Leadership Development: \$797,700.00 Charge to the Talent Office: \$1,798,382.00

11110-353-54125-221307-528408-2013 \$265,900.00

11110-353-54125-221307-494037-2013 \$531,800.00

\$1,798,382.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 12-0523-PR29

#### **FINAL**

## RATIFY AN AGREEMENT WITH BARBARA BYRD-BENNETT FOR CONSULTING SERVICES

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

Ratify an agreement with Barbara Byrd-Bennett to provide consulting services to the Chief Executive Office at a cost not to exceed \$152,000.00. These services were obtained without prior Board approval. A written agreement for Consultant's services has been negotiated. No payment shall be made to Consultant prior to the execution of the written agreement. 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 document is stated below.

CONSULTANT: Barbara Byrd-Bennett

38155 Flanders Drive Solon, Ohio 44139 Vendor No. 64890

USER: Talent Office

125 South Clark Street, 2nd Floor

Alicia Winckler (773) 553-3671

**TERM:** The term of this agreement shall commence on May 1, 2012 and shall end November 30, 2012. The Board shall have 2 options to renew this agreement for periods of 3 months each. Each option to renew shall be paid at \$21,500 per month.

SCOPE OF SERVICES: Consultant will act as Chief Education Advisor to the Chief Executive Officer and provide the services ("Services") detailed in the Services Agreement at the request of the CPS Office of the Chief Executive Officer. All services will be provided in consultation with the Chief Executive Officer and the Chief of Staff.

### DELIVERABLES: (Details Specified in Scope of Services in the Contract)

- Student Achievement: Focus organizational efforts and align resources to ensure all students are college and career-ready and achievement gaps are closed
- Governance Team: CPS Education Office: Establish and promote highly effective district governance by building a trusting, productive, collaborative relationship with the Chief Education Office
- Organizational Capacity and Alignment: Department Executive Staff. Increase organizational effectiveness
- Organization Culture: To establish a respectful, positive district culture centered on teaching and learning
- Community and Public Relations: Build public trust capital and confidence through open, honest communication and positive relationships with key district stakeholders

**OUTCOMES:** Barbara Byrd-Bennett will advise the Chief Executive Officer focused on improvements in student achievement, organizational effectiveness and culture, and community and public relations.

COMPENSATION: Consultant shall be paid a total of \$152,000 split into three payments - \$76,000 upon execution of the contract and \$38,000 each on August 1<sup>st</sup> and October 1<sup>st</sup>

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

AFFIRMATIVE ACTION: The Office of Business Diversity goals are not applicable to this contract

LSC REVIEW: n/a

FINANCIAL: Charge to Chief Education Office:

Budget Classification: 10810-115-54125-221307-000000-2012 = \$76,000 Budget Classification: 10810-115-54125-221307-00000-2013 = \$38,000

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 12-0523-PR30

## AUTHORIZE PLACEMENT OF THE BOARD'S EXCESS LIABILITY AND PROPERTY INSURANCE PROGRAMS THROUGH MESIROW INSURANCE SERVICES. INC.

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

Authorize Mesirow Insurance Services, Inc. to place the following insurance policies on behalf of the Board for liability and property insurance programs in the aggregate amount not to exceed \$4,944,250.00 for a 12 month period. These placements will be arranged through Mesirow Insurance Services, Inc. (Mesirow), selected on a competitive basis pursuant to Board Rule 5-4.1 (Specification No 05-250055). The policies of coverage constitute the contract between the Board and insurance carriers.

Specification No.05-250055 Contract Administrator: Demetra Knowles (773) 553-3256

Excess Liability Insurance Carriers	
Allied World Assurance Company     199 Water Street     New York, NY 10038	ACE/Illinois Union Insurance Company     436 Walnut Street     Philadelphia, PA 19106
Lexington Insurance Company     100 Summer Street     Boston, MA 02110	Ironshore Specialty Insurance Company     One State Street Plaza, 7th Floor     New York, NY 10004
Property Insurance Carriers	
Lexington Insurance Company     100 Summer Street     Boston MA 02110	Homeland Insurance Co of New York     One Beacon     Canton MA 02021-1030
Ironshore Inc.     One State Street 7 <sup>th</sup> Floor     New York, NY 10004	Maiden Specialty Insurance Company 6000 Midatlantic Drive Suite 200 Mt. Laurel, NJ 08054
Steadfast Insurance Company     1400 American Lane     Schaumburg, IL 60196	Great American Insurance Company     301 E. Fourth Street     Cincinnati, OH 45202
Commonwealth Insurance Company     State Street, 29th Floor     New York, NY 10004	

Terrorism	
1. Hiscox	
P.O. Box 550	
Geneva, IL 60134	
Mechanical Breakdown Insurance Carriers	
Federal Insurance Company	
15 Mountain View Road	i i
Warren, NJ. 07059	
Crime Insurance Carriers	
Great American Company	2. National Union Fire Insurance Company of
301 E. Fourth Street	Pittsburgh,
Cincinnati, OH 45202	175 Water Street
	New York, NY 10038
Special Event Liability Insurance	
1. K& K Insurance	
National Casualty Insurance Company	
175 Water Street	
New York, NY 10038	
Fiduciary Liability Insurance	
1 National Union Fire Insurance Company of	
Pitsburgh, PA("Chartis")	-
175 Water Street	
New York, NY, 10038	
Special Crime	
Chartis Insurance Company	
300 S. Riverside	
Chicago IL 60606	<u> </u>

#### **INSURANCE BROKER:**

Mesirow Insurance Services, Inc 353 N. Clark Street Chicago, Illinois 60654 Linda Price, Senior Managing Director (312) 595-7900 Vendor# 84715

#### **USER:**

Law Department/Risk Management 125 South Clark Street - 7th Floor Patrick Rocks, General Counsel (773) 553-1700

**TERM:** The term of each excess liability, property, mechanical breakdown, crime, special events, workers' compensation, fiduciary liability and travel insurance policies shall commence on July 1, 2012 and shall end June 30, 2013

### **DESCRIPTION OF POLICIES:**

The excess liability coverage is provided on an occurrence basis subject to the following limits and retention. The aggregate insured value of the Board's property is in excess of \$22 billion on a replacement cost basis. The coverage is provided on an occurrence basis subject to the following limits, retentions, and deductibles.

Coverage	Description	Limits	Retention or Deductible	Not to Exceed
Excess Liability	Wrongful acts, personal injury, property damage liability, school board legal, automobile, employment practices, employee benefit, harassment, sexual abuse and professional liability. Includes TRIA and Surplus Lines tax.	\$50,000,000	\$5,000,000 Self Insured Retention (SIR)	\$1,500,000
Special Events	Liability for events held off Board premises. Limits Boards liability to insurance requirements in facilities usage contracts.	\$1,000,000 per event, \$5,000,000 if required by contract.	No deductible	\$50,000
Terrorism	Replacement cost property coverage for acts of sabotage and terrorism previously included in property policy. Separation of coverage allows for broader coverage including domestic acts of terrorism and limited liability coverage.	\$50 million	\$500,000 SIR	\$134,000

Property	Replacement cost property coverage for values in excess of \$22 billion, including but not limited to property under construction.	\$250,000,000 million	\$500,000 SIR	\$3,000,000
Mechanical Breakdown	Coverage for sudden and accidental breakdown of boilers, machinery and electrical equipment.	\$100,000,000	\$50,000 SIR	\$85,000
Crime	Blanket coverage including but not limited to fidelity.	\$30,000,000	\$500,000 SIR	\$92.000
Fiduciary Liability	Coverage for liability and wrongful acts of employees and administrators of deferred compensation plans.	\$10,000,000	No deductible	\$73,750
Special Crime	Provides for return of students and staff	\$5,000,000	No deductible	\$9,500

**PREMIUM:** All premium payments will be made through Mesirow for payment to the appropriate insurance carriers based on premiums reported to the Bureau of Risk Management. Allowable premiums are outlined above and may be subject to change in the event of a change in rates, property values or coverage specifications. Any premium change that causes the premium to exceed the maximum amounts stated above shall require additional Board authority.

**AUTHORIZATION:** Authorize the Risk Manager to execute all ancillary documents required to administer or effectuate the policies.

**AFFIRMATIVE ACTION:** Pursuant to section 3.7 of the M/WBE Plan, this transaction is excluded from M/WBE review because this vendor is merely a conduit of funds and receives no payments under this transaction.

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

#### FINANCIAL

Charge to Bureau of Risk Management: \$1,633,250 Fiscal Year: 2013

Budget Classification: 12470-210-54530-0000-231114-000

Liability Insurance

Charge to Bureau of Risk Management. \$3,311,000 Fiscal Year: 2013

Budget Classification. 12470-210-54530-0000-231115-000

Property, Mechanical Breakdown and Crime Insurance

#### **GENERAL CONDITIONS:**

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

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

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

Ethics – The Board's Ethics Code adopted 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 –Any agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Vice President Ruiz abstained on Board Report 12-0523-PR30.

President Vitale indicated that if there were no objections, Board Reports 12-0523-PR1 through 12-0523-PR30, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0523-PR1 through 12-0523-PR30 adopted.

#### **REPORT ON STUDENT EXPULSIONS FOR APRIL 2012**

# DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORT THE FOLLOWING DECISION:

12 Students were expelled from the Chicago Public Schools in April 2012.

### **DESCRIPTION:**

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the **School Code of Illinois**, Section 6-8 of the **Rules of the Board of Education of the City of Chicago**, and the **Student Code of Conduct** of the Chicago Public Schools, the designee for the Chief Executive Officer approved the expulsion of 12 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

#### April Totals (April 1 to April 30, 2012)

Expulsions	12
No Expulsions	12
SMART Referrals	30
	54

## (2011-2012 Totals to Date)

(August 1, 2011 to current)

201
208
436
845

Decisions Pending 140

#### LSC REVIEW:

LSC review is not applicable to this report.

#### **AFFIRMATIVE ACTION STATUS:**

Not applicable.

#### FINANCIAL:

No cost to the Chicago Public Schools.

### PERSONNEL IMPLICATIONS:

None.

#### PRINCIPAL CONTRACTS (A)

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

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

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Principal Talent Office has verified that the following individuals have met the requirements for eligibility.

NAME	FROM	<u>TO</u>
Mary Kay Cappitelli	Assistant Principal Taft	Contract Principal Taft Network: North-Northwest Side High School P.N. 116596 Commencing: July 1, 2012 Ending: June 30, 2016
Gregory Jones	Interim Principal Kenwood	Contract Principal Kenwood Network: South Side High School P.N. 133533 Commencing: July 1, 2012 Ending: June 30, 2016
Michelle Ludford-Naggatz	Assistant Principal Beaubien	Contract Principal Beaubien Network: O'Hare Elementary P.N. 121977 Commencing: July 1, 2012 Ending: June 30, 2016
Stephen Ngo	Contract Principal World Language Academy	Contract Principal Steinmetz Network: North-Northwest Side High School P.N. 119091 Commencing: July 1, 2012 Ending: June 30, 2016
Trina Tucker	Assistant Principal H. Washington	Contract Principal H. Washington Network: Skyway Elementary P.N. 111374 Commencing: July 1, 2012 Ending: June 30, 2016

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

#### **AFFIRMATIVE ACTION STATUS: None.**

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

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

#### PRINCIPAL CONTRACTS (B)

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

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

**DESCRIPTION:** Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The 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 contracts and terminate on the dates specified in the contracts.

NAME	FROM	<u>TO</u>
Alene Mason	Contract Principal Joplin	Contract Principal Joplin Network: Englewood-Gresham Elementary P.N. 137722 Commencing, July 1, 2012 Ending: June 30, 2016
Gregory Mason	Contract Principal Murray	Contract Principal Murray Network, Burnham Park Elementary P.N. 120047 Commencing, July 1, 2012 Ending: June 30, 2016
Juan Carlos Ocon	Contract Principal Juarez	Contract Principal Juarez Network: West Side High School P.N. 140080 Commencing: July 1, 2012 Ending: June 30, 2016
Margaret Snyder	Contract Principal Warren	Contract Principal Warren Network: Skyway Elementary P.N. 123978 Commencing: July 1, 2012 Ending: June 30, 2016
George Szkapiak	Contract Principal Kennedy	Contract Principal Kennedy Network: Southwest Side High School P.N. 124344 Commencing: July 1, 2012 Ending: June 30, 2016
Paulette Williams	Contract Principal Colemon	Contract Principal Colemon Network: Lake Calumet Elementary P.N. 127648 Commencing: July 1, 2012 Ending June 30, 2016

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

#### AFFIRMATIVE ACTION STATUS: None.

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

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

# APPROVE PAID LEAVE OF ABSENCE FOR CYNTHIA MILLER-HARDY TO PARTICIPATE IN THE FULBRIGHT PROGRAM IN THE UNITED KINGDOM

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

Pursuant to Board Rule 4-1(a)(9), the Chief Executive Officer has approved an academic year paid leave of absence (September 1, 2012 – June 30, 2013) for Cynthia Miller-Hardy, a member of the teaching force, to participate in the Fulbright Program in the United Kingdom.

**DESCRIPTION:**The Fulbright Teacher Exchange Program provides exchange opportunities for qualified Chicago Public Schools (CPS) educators to teach in countries up to one academic year with full pay and position security.

Cynthia Miller-Hardy, a high school English teacher at Benito Juarez Community Academy, applied and was selected by the Fulbright Teacher Exchange Program to teach in the United Kingdom. The Board of Education will pay Mrs. Miller-Hardy her regular base salary during the period of the leave (September 1, 2012 – June 30, 2013) and maintain all of her benefits. At the conclusion of her leave, Mrs. Miller-Hardy will return to her position at Benito Juarez Community Academy. The principal of Benito Juarez Community Academy, Juan Carlos Ocon, approved the teacher's participation in the program along with accepting the placement of Paul Harvey Ohillon from the United Kingdom to teach Mrs. Miller-Hardy's English classes as part of this teacher exchange.

LSC REVIEW: Not applicable

#### **AFFIRMATIVE ACTION STATUS:** Not applicable

FINANCIAL: The teacher on Fulbright Teacher Exchange leave (Cynthia Miller-Hardy) will receive the basic salary which such member of the teaching force would have received if in actual service in the Chicago Public Schools and maintain all of her employment benefits. The Fulbright exchange teacher Paul Harvey Dhillon will receive his basic salary from the United Kingdom.

#### 12-0523-AR2

#### REPORT ON BOARD REPORT RESCISSIONS

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- Extend the rescission dates contained in the following Board Reports to July 25, 2012
  because the parties remain involved in good faith negotiations which are likely to result in an
  agreement and the user group(s) concurs with this extension:
  - 1. 10-0127-OP1: Amend Board Report 08-0625-OP8. Approve Entering into an Intergovernmental Agreement with the Chicago Park District for the Lease of Land and the Use of Certain Athletic Facilities to be Constructed as Part of the New Lee/Pasteur Area School.

User Group: Chief Operating Officer

Services: Lease Agreement Status: In negotiations

2. 11-0427-OP3: Amend Board Report 09-1028-OP3: Amend Board Report 09-0527-OP3 Ratify Entering into a School Food Services Agreement and Approve Entering into a New Lease Agreement with Noble Network of Charter Schools for Lease of a Portion of the Cregier School Building, 2040 W Adams.

User Group: Real Estate

Services: Food Service and Lease Agreement

Status: In negotiations

3. 11-0427-OP4: Amend Board Report 09-1028-OP4: Authorize Entering into a New Lease Agreement with Noble Street Charter School for Use of the Gladstone School Building at 1231 S. Damen Avenue.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

4. 11-0427-OP5: Amend Board Report 10-0526-OP1: Amend Board Report 10-0224-OP4: Approve Entering into a New Lease Agreement and School Food Services Agreement with Noble Network of Charter Schools for Rental of the Reed School Building at 6350 S. Stewart

User Group: Real Estate Services: Lease Agreement Status: In negotiations 5. 11-0525-OP4: Authorize the Public Building Commission of Chicago to Purchase the Property at 10436 South Indianapolis Boulevard for the Construction of a New Southeast Area Elementary School.

User Group: Facilities & Operations Services: Real Estate Purchase

Status: In negotiations

6. 11-0525-PR22: Approve Exercising the First Option to Renew the Agreement with Delta Dental of Illinois for Dental Preferred Provider Organization (DPPO) and Dental Health Maintenance Organization (DHMO Services).

User Group: Office of Human Capital Services: Dental Health Maintenance Status: In negotiations

7. 11-0622-EX5: Amend Board Report 11-0323-EX12. Authorize Supplemental Grants to and Approve Entering into Grant Agreements with Charter School Organizations in Non-Board-Controlled

Facilities for Accessibility Renovations. User Group: Department of Operations

Services: Charter School Facilities Accessibility Renovations

Status: In negotiations

8. 11-0622-OP1: Approve the New Lease Agreement with Bronzeville Lighthouse Charter School for Lease of Hartigan School Locates at 8 West Root Street.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

9. 11-0622-OP8: Approve The New Lease Agreement with Urban Prep Academy for Lease of a Portion of Englewood High School Located at 6201 South Stewart Avenue.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

10. 11-0824-PR13: Approve Entering into an Agreement with R.V. Kuhns Associates, Inc. For

Consulting Services

User Group: Office of Human Capital Services: Consulting Services

Status: In negotiations

11. 11-0928-EX3: Amend Board Report 09-0325-EX6: Amend Board Report 08-1022-EX15 Approve The Establishment of the Chicago Academy for Advanced Technology and Entering into a School Management and Performance Agreement With Center for Polytechnical Education, Inc., ad Illinois Not-For-Profit Corporation.

User Group: Office of New Schools

Services: School Management and Performance

Status: In negotiations

12. 11-0928-OP2: Reaffirm Board Report 11-0727-OP1: Approve Entering into a Reciprocal Shared Use Agreement and Temporary Construction License Agreement with the Chicago Park District and to Consent to the Amendment of Planned Development #808 in Connection with the Construction and Use of Athletic Facilities at North Grand High School and Greenbaum Park.

User Group: Real Estate Services: License Agreement Status: In negotiations

13. 11-1214-OP3: Approve Renewal of the Lease Agreement with Fortunes From a Farr, LLC For Lease of Space at 641 South Plymouth Court for Jones High School.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

Additional Action: This matter was inadvertently omitted from the March 28, 2012 Rescission Board Report. The extension of the rescission date is ratified to take effect as of that date, thereby extending the rescission date to May 23, 2012.

14. 11-0928-PR13: Approve Entering into an Agreement with Bluecross Blueshield of Illinois For **HMO Health Care Administration Services.** 

User Group: Office of Human Capital

Services: HMO Health Care Administration Services

Status: In negotiations

15. 11-0928-PR14: Approve Entering into an Agreement with United Healthcare Services, Inc. to Provide HMO (Exclusive Provider Organization) Administrative Services.

User Group: Office of Human Capital

Services: HMO Health Care Administration Services

Status: In negotiations

16. 12-1214-PR14: Approve Agreement with United Behavioral Health to Provide Management and

Administrative Services.

User Group: Office of Human Capital

Services: Management and Administrative Services

Status: In negotiations

17. 12-0222-ED2: Amend Board Report 11-0824-ED5: Approve Exercising the Second Option to Renew the Agreements with Selected Vendors to Provide Consulting Services to Private Schools in Objects Provide to the NICLE Title | Endors | Entitlement Program

Chicago Pursuant to the NCLB Title I Federal Entitlement Program User Group: Budget and Grants Management and Administration

Services: Consulting Services Status: In negotiations

18. 12-0222-PR3: Approve Entering into an Agreement with Northwest Evaluation Association for

Adaptive Growth Assessment. User Group: Assessment

Services: Adaptive Growth Assessment

Status: In negotiations

19. 12-0222-PR11: Approve Entering into an Agreement with Johnson Research Group for the Consulting Services Related to Tax Increment Financing Funding for the Capital Improvement Program

User Group: Chief Financial Officer Services: Consulting Services Status: In negotiations

20. 12-0328-PR21: Approve the Pre-Qualification Status of Vendors to Provide Printing Services

User Group: Office of Procurement and Contracts

Services: Printing Services

Status: In negotiations 10 of 12 agreements have been fully executed; the remaining agreements

have not been signed and returned by the vendors.

- II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:
  - 1. 11-0622-PR39: Approve Entering into Agreements and Renewals with Hearing Officers for Expulsion, Truancy, Tuition Residency and Board Rule 6028, 6-29, and 6-30 Hearings User Group: Office of Student Support and Engagement

Services: Hearing Officer Services

Action: Rescind Board Authority in full for (#8) Christina Iturralde for failure to return signed agreement.

2. 11-0824-PR16: Approve Exercising the Option to Extend the Prequalification Status of and the Agreements with Various Vendors to Provide Staff Professional Development and Student Development Services For the Culture of Calm Program.

User Group: Office of School and Safety

Services: Professional Development and Security

Action: Rescind Board Authority in full for (#22) The University of Illinois at Chicago for failure to return a signed agreement.

3. 12-0328-OP4: Approve the Month-to-Month Lease Renewal with the Committee for Jointly Maintained Christian Science Reading Rooms of Greater Chicago for Renal Space at 125 South Clark.

Services: Lease Agreement User Group: Real Estate

Action: Rescind Board Authority in full.

President Vitale thereupon declared Board Reports 12-0523-ED8, 12-0523-EX5 through 12-0523-EX7 and 12-0523-AR2 accepted.

#### **OMNIBUS**

At the Regular Board Meeting of May 23, 2012 the foregoing motions, reports and other actions set forth from number 12-0523-MO1 through 12-0523-RS8 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Vice President Ruiz abstained on Board Reports 12-0523-ED1, 12-0523-ED3 through 12-0523-ED6, 12-0523-PR1 through 12-0523-PR3, 12-0523-PR7, 12-0523-PR14, 12-0523-PR15, 12-0523-PR18, 12-0523-PR19, 12-0523-PR23 through 12-0523-PR25, 12-0523-PR27 and 12-0523-PR30.

Member Hines abstained on Board Report 12-0523-PR22.

Board Report 12-0523-ED2 was withdrawn.

#### **ADJOURNMENT**

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

President Vitale thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of May 23, 2012 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

Estela G. Beltran Secretary

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