



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

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**Regular Meeting-Wednesday, May 25, 2016  
10:30 A.M.  
(42 West Madison Street)**

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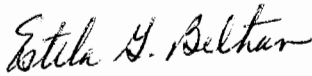
**Published by the Authority of the Chicago Board of Education**

**Frank M. Clark  
President**

**Estela G. Beltran  
Secretary**



ATTEST:



Secretary of the Board of Education  
of the City of Chicago

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

**PRESENT:** Mr. Furlong, Ms. Jordan Turner, Mr. Guzman, Dr. Hines, Fr. Garanzini, and  
President Clark – 6

**ABSENT:** Ms. Ward - 1

**ALSO PRESENT:** Mr. Forrest Claypool, Chief Executive Officer, Mr. Ronald Marmer, General Counsel, Dr. Janice Jackson, Chief Education Officer, Ms. Annette Gurley, Chief Teaching and Learning Officer, Cynthia Rodriguez, Honorary Student Board Member, and Danelly Quiroz, Shadow Student.

**ABSENT:** None

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

President Clark thereupon opened the floor to the CEO report segment of the Board meeting. Mr. Forrest Claypool, Chief Executive Officer, provided remarks on the ongoing lead testing of CPS water fountains; the rally in Springfield to speak to the inequitable funding formula from the State; and the continued budget crisis and the continued urging of all stakeholders to stand united in efforts to receive equal funding from the State. Dr. Janice Jackson, Chief Education Officer, congratulated graduating seniors and provided remarks on the increase of students graduating from high school; the increase of students receiving scholarships; the student assessment and testing and the District's commitment to decrease assessments as well as the transition from ACT to SAT testing for high school students; and updates to the Transgender Policy/Guidelines and how CPS is being cited as an example nationwide in recognizing transgender students. President Clark recognized that CPS received the highest amount of Gates Scholarships for its students. Mr. Diego Giraldo, Early Childhood Education Officer, and Ms. Leslie McKinily, Director of Head Start Program, provided a presentation on the Early Childhood Programs [16-0525-EX2].

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

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

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

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

Board Member Dr. Hines presented the following Motion:

16-0525-MO1

**MOTION TO HOLD A CLOSED SESSION**

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

- (1) information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act;

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

**Board Member Furlong moved to adopt Motion 16-0525-MO1.**

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

**Yeas: Mr. Furlong, Ms. Jordan Turner, Mr. Guzman, Dr. Hines, Fr. Garanzini, and President Clark – 6**

**Nays: None**

**President Clark thereupon declared Motion 16-0525-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 25, 2016, beginning at 1:25 p.m. at the CPS Loop Office, 42 W. Madison Street, Garden Level, Conference Room GC-116, and Chicago Illinois 60602.**
- (2) **PRESENT: Mr. Furlong, Ms. Jordan Turner, Mr. Guzman, Dr. Hines, Fr. Garanzini, and President Clark – 6**
- (3) **ABSENT: Ms. Ward – 1**
  - A. Counsel Retention**
  - B. Other Reports**
  - C. Warning Resolutions**
  - D. Terminations**
  - E. Personnel**
  - F. Collective Bargaining**
  - G. Real Estate**
  - H. Security**

- I. Closed Session Minutes
- J. Individual Student Matters

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

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

Members absent after Closed Session: Ms. Ward – 1

President Clark thereupon proceeded with Agenda Items.

#### 16-0525-AR2

##### AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM NEAL & LEROY, L.L.C.

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

Continued retention of the law firm Neal & Leroy, L.L.C.

**DESCRIPTION:** The General Counsel has continued retention of the law firm Neal & Leroy, L.L.C. to provide legal services in connection with land acquisitions and related matter for the Capital Improvement Program. Additional authorization for the firm's services is requested in the amount of \$500,000. As invoices are received, they will be reviewed by the General Counsel and if satisfactory, processed for payment.

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

**AFFIRMATIVE ACTION STATUS:** The firm is an MBE.

**FINANCIAL:** Charge \$500,000.00 to Department of Operations  
Budget Classifications Fiscal Year 2016 – 2017.....12150-484-56310-009522-000000 (\$250,000)  
11910-230-54125-254009-000000 (\$250,000)  
Future year funding is contingent upon budget appropriations and approval.

###### GENERAL CONDITIONS:

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

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

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

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

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

#### 16-0525-AR3

##### AUTHORIZE CONTINUED RETENTION OF HILL LAW OFFICES

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

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

**DESCRIPTION:** The General Counsel has continued retention of the Hill Law Offices to negotiate and draft various telecommunications licenses between the Board (on behalf of individual schools) and various telecommunications carriers. These licenses provide much needed additional revenue for local schools that permit installation of antennae and other telecommunication equipment within school premises. Additional authorization for the firm's services is requested in the amount of \$100,000. As invoices are received they will be reviewed by the General Counsel and the Senior Real Estate Advisor and if satisfactory, processed for payment.

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

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

**FINANCIAL:** Charge: \$100,000 to Department of Real Estate – Cell Tower Installation Program  
Budget Classification Fiscal Year 2016 - 2017... 11910-124-54125-253201-000388  
Future year funding is contingent upon budget appropriations and approval.

**GENERAL CONDITIONS:**

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

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

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

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

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

**16-0525-AR4**

**AMEND BOARD REPORT 16-0224-AR2**  
**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM**  
**BROTHERS & THOMPSON, P.C.**

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

Continued retention of the law firm Brothers & Thompson, P.C. This amendment is necessary to reflect additional services this firm will render.

**DESCRIPTION:** The General Counsel has continued retention of the law firm Brothers & Thompson, P.C. to represent a former Board agent in the matter of Henson v. CBOE, et al, Case No. 15 C 10056, to represent the Board in property tax appeals matters, in tenured teacher dismissal cases, and to provide counseling and representation in other matters. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

**AFFIRMATIVE ACTION STATUS:** This firm is a MBE.

**FINANCIAL:** Additional authorization is not requested for Fiscal Year 2016

**GENERAL CONDITIONS:**

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

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

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

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

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

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

**Yeas: Mr. Furlong, Ms. Jordan Turner, Mr. Guzman, Dr. Hines, Fr. Garanzini, and President Clark – 6**

Nays: None

President Clark thereupon declared Board Reports 16-0525-AR2 through 16-0525-AR4 adopted.

**16-0525-AR5**

**APPROVE SETTLEMENT OF CORMANY KOEPPEN GRIEVANCE**

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

**DESCRIPTION:** The Chicago Teachers Union filed a grievance on behalf of former teacher, Cormany Koeppen, alleging that the Board improperly laid Koeppen off in the summer of 2013. The parties have tentatively agreed to settle this case for a pensionable amount of \$90,000.

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

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

**FINANCIAL:** Charge a pensionable payment not in excess of \$90,000.00 as described above to..... PN 100079

**AUTHORIZATION:** Authorize the General Counsel to execute the Approved Payment and all ancillary documents related thereto.

**GENERAL CONDITIONS:**

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

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

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

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

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

**16-0525-AR6**

**PROPERTY TAX APPEAL REFUND—AUTHORIZE SETTLEMENT FOR  
NOP HB BUILDING LLC REGARDING ITS PROPERTY FOR TAX YEARS 2009-2011**

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

Authorized settlement of appeals by NOP HB Building LLC regarding its property at 115 S. LaSalle, Chicago, Illinois, for the 2009-2011 tax years. This settlement results in a total refund of \$155,717, plus interest, for the tax years involved. The refund will be implemented by reductions in the Board's property-tax revenues in calendar year 2016 or thereafter. This settlement does not involve a direct payout of Board funds.

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

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

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** There is no charge to any Board account. The refund payment is to be deducted from the Board's tax revenues in calendar year 2016 or thereafter ..... \$155,717, plus interest

**PERSONNEL IMPLICATIONS:** None

**GENERAL CONDITIONS:**

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

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

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

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

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

**16-0525-AR7**

**PROPERTY TAX APPEAL REFUND—AUTHORIZE SETTLEMENT FOR  
ONE CONGRESS CENTER REGARDING ITS PROPERTY FOR TAX YEARS 2009-2011**

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

Authorized settlement of appeals by One Congress Center regarding its property at 401 S. State, Chicago, Illinois, for the 2009-2011 tax years. This settlement results in a total refund of \$133,998, plus interest, for the tax years involved. The refund will be implemented by reductions in the Board's property-tax revenues in calendar year 2016 or thereafter. This settlement does not involve a direct payout of Board funds.

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

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

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** There is no charge to any Board account. The refund payment is to be deducted from the Board's tax revenues in calendar year 2016 or thereafter ..... \$133,998, plus interest

**PERSONNEL IMPLICATIONS:** None

**GENERAL CONDITIONS:**

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

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

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

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

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

**President Clark indicated that if there are no objections, Board Reports 16-0525-AR5 through 16-0525-AR7 would be adopted by the last favorable roll call vote, all members voting therefore.**

**President Clark thereupon declared Board Reports 16-0525-AR5 through 16-0525-AR7 adopted.**

16-0525-EX7

**WARNING RESOLUTION – KING HALL,  
PRINCIPAL, LUKE O'TOOLE 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 King Hall and that a copy of this Board Report and Warning Resolution be served upon King Hall.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution must be adopted and issued to King Hall, Principal, 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 King Hall 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.

16-0525-EX8

**WARNING RESOLUTION – GERALD J. MORROW  
PRINCIPAL, PAUL LAURENCE DUNBAR CAREER ACADEMY 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 Gerald J. Morrow and that a copy of this Board Report and Warning Resolution be served upon Gerald J. Morrow.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution must be adopted and issued to Gerald J. Morrow, Principal, 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 Gerald Morrow 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.

16-0525-EX9

**WARNING RESOLUTION – DAVID TEMKIN, TENURED TEACHER,  
ASSIGNED TO THE OFFICE OF DIVERSE LEARNER SUPPORTS AND SERVICES**

**TO THE CHICAGO BOARD OF EDUCATION**

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

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

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

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

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

**AFFIRMATIVE  
ACTION REVIEW:** None.

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

**PERSONNEL  
IMPLICATIONS:** None.

President Clark indicated that if there are no objections, Board Reports 16-0527-EX7 through 16-0525-EX9 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 16-0525-EX7 through 16-0525-EX9 adopted.

16-0525-RS6

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING  
THE DISMISSAL OF MARY WEAVER, CONTRACT PRINCIPAL,  
ASSIGNED TO JONATHAN Y. SCAMMON ELEMENTARY SCHOOL**

**WHEREAS**, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, Dismissal Charges and a Notification Letter were served on Mary Weaver and her attorney on April 1, 2016; and

**WHEREAS**, the Notification Letter advised Mary Weaver and her attorney that Ms. Weaver would be dismissed unless she requested an Illinois State Board of Education ("ISBE") hearing within 17 calendar days after receipt of the dismissal charges; and

**WHEREAS**, no request for an ISBE hearing has been requested by Mary Weaver nor anyone on her behalf since April 1, 2016, to the present; and

**WHEREAS**, the Board of Education of the City of Chicago has reviewed this matter and concludes that the record establishes sufficient cause for the dismissal of Ms. Weaver.

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

**Section 1:** After considering (a) the Dismissal Charges, (b) the Notification Letter, and (c) the service documents, the Board of Education of the City of Chicago hereby concludes that neither Mary Weaver nor anyone on her behalf has timely requested an ISBE dismissal hearing, and, thus, Ms. Weaver has waived her right to an ISBE dismissal hearing.

**Section 2:** The Board of Education of the City of Chicago finds the charges and specifications set forth in the Dismissal Charges to be true and correct and constitute a sufficient basis to find that Mary Weaver engaged in irremediable misconduct and/or a material breach of her principal contract.

**Section 3:** Mary Weaver is hereby dismissed from her employment with the Board of Education of the City of Chicago effective May 25, 2016.

**Section 4:** This Resolution shall take full force and effect upon its adoption.

**THEREFORE,** this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on May 25, 2016.

**16-0525-RS7**

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

WHEREAS, on May 20, 2016 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Rule 4-1:

Name	School	Effective Date
Lashaun Eldridge	City Wide Food Services	May 25, 2016
Dennis Hedderman	Crane Preparatory High School	May 25, 2016
David Johnson	Lincoln Park High School	May 25, 2016
Louis Marshall	Disney II Magnet School	May 25, 2016
Jerrold Stallworth	Amelia Earhart Options for Knowledge School	May 25, 2016
Gina Staton	Harold Washington Elementary School	May 25, 2016
Prudence White	Montessori Magnet School	May 25, 2016

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

**16-0525-RS8**

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

WHEREAS, on May 20, 2016, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84:

Name	School	Effective Date
Carolyn Davis-Story	Jensen Scholastic Academy	May 25, 2016
Michele Huber	Hernandez Middle School	May 25, 2016

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

**I would like to note for the record that on May 20, 2016, the Board members and the Office of the Board received the CEO's recommendation to dismiss Probationary Appointed Teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84. His recommendation included the names of the teachers affected and the reasons. He also noted that the teachers affected will be notified of their dismissal after adoption of the Resolution.**

**16-0525-RS9**

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

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

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

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

**WHEREAS**, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, and which is incorporated into collective bargaining agreements; and

**WHEREAS**, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-13, and 4-1 (a), and 4.6; and

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

**WHEREAS**, the employee(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.

# **ATTACHMENT A**

## **REASSIGNED TEACHER(S) SCHEDULED FOR HONORABLE TERMINATION**

<b>First Name</b>	<b>Last Name</b>	<b>Termination Date</b>
Patricia	Furlanetto	June 21, 2016
Megan	Harrison	June 21, 2016
Joyce	Jamison	June 21, 2016
Jeffrey	Kirschner	June 21, 2016
Maria	Morado	June 21, 2016
Rozlyn	Taylor	June 21, 2016
Cassandra	Thomas	June 21, 2016
Linda	Washington	June 21, 2016
Tarji	Wells	June 21, 2016

President Clark indicated that if there are no objections, Board Reports 16-0525-RS6 through 16-0525-RS9 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 16-0525-RS6 through 16-0525-RS9 adopted.

Vice President Guzman presented the following Motion:

**16-0525-MO2**

### **MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL CLOSED SESSION MINUTES FROM APRIL 27, 2016**

**MOTION ADOPTED** that the Board adopt the minutes of the closed session meeting of April 27, 2016 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 27, 2016 shall be maintained as confidential and not available for public inspection.

**Board Member Fr. Garanzini moved to adopt Motion 16-0525-MO2.**

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

**Yeas: Mr. Furlong, Ms. Jordan Turner, Mr. Guzman, Dr. Hines, Fr. Garanzini, and President Clark – 6**

**Nays: None**

**President Clark thereupon declared Motion 16-0525-MO2 adopted.**

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

16-0525-MO3

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETING  
OPEN TO THE PUBLIC APRIL 27, 2016**

**MOTION ADOPTED** that the record of proceedings of the Regular Board Meeting of April 27, 2016 prepared by the Board Secretary be approved and that such records of proceedings be posted on the Chicago Board of Education website in accordance with Section 2.06(b) of the Open Meetings Act.

**Board Member Jordan Turner moved to adopt Motion 16-0525-MO3.**

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

**Yeas: Mr. Furlong, Ms. Jordan Turner, Mr. Guzman, Dr. Hines, Fr. Garanzini, and President Clark – 6**

**Nays: None**

**President Clark thereupon declared Motion 16-0525-MO3 adopted.**

16-0525-RS10

**RESOLUTION DESIGNATING FOR ACQUISITION REAL PROPERTY  
FOR THE CONSTRUCTION OF A NEW SCHOOL TO RELIEVE OVERCROWDING**

**WHEREAS**, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic organized and existing under and by virtue of the provisions of the School Code, 105 ILCS 5/34-1 *et seq.*, as amended (the "Code"); and

**WHEREAS**, the Board exercises general supervision and jurisdiction over the establishment and maintenance of public schools, educational and recreational facilities of the Board; and

**WHEREAS**, the Board has determined that the property described in Exhibit A is required for school, educational and recreational purposes and to relieve overcrowding; and

**WHEREAS**, Section 5/34-20 of the Code authorizes the acquisition of title to real estate, by purchase, condemnation or otherwise, for school purposes, such title to be held for the use and benefit of the Board in the name of the City of Chicago in Trust for the Use of Schools; and

**WHEREAS**, it is necessary, desirable, useful and advantageous, and in the best interests of the citizens of the City of Chicago, to acquire the property more fully described in Exhibit A for school, educational and recreational purposes and to relieve overcrowding.

**NOW THEREFORE BE IT HEREBY RESOLVED** by the members of the Board of Education of the City of Chicago as follows:

1. It is necessary, desirable, useful and advantageous, and in the public interest to acquire fee simple title to, and possession of, the property described in Exhibit A for school, educational, and recreational purposes.
2. The Board hereby approves the acquisition of title to the real property describe in Exhibit A for school, educational and recreational purposes.
3. The Board further authorizes and directs the General Counsel or his designee, for and on behalf of the Board, to negotiate with the owner or owners of such property for the purchase of the real property as described in Exhibit A.
4. If an agreement can be reached with the owner or owners of such property regarding the purchase price to be paid, authorization is hereby granted to purchase such property, subject however, to final approval by the Board.

5. In the event that the negotiations for the purchase of such real property do not result in a mutually agreed amount of compensation to be paid therefor, then title to and possession of such real property may be acquired by the Board through condemnation, and the General Counsel for the Board is hereby authorized, empowered and directed to institute or direct institution of proceedings in a court of competent jurisdiction to acquire title to and possession of such real property by the Board in accordance with the eminent domain laws and procedures of the State of Illinois. The just compensation to be paid for the property is subject to final approval by the Board.
6. This resolution is effective immediately upon its adoption.

**EXHIBIT A**

**DESIGNATION OF REAL PROPERTY FOR THE CONSTRUCTION OF  
A NEW SCHOOL AT THE SOUTHEAST CORNER OF 16<sup>TH</sup> STREET AND SOUTH DEARBORN**

**LEGAL DESCRIPTION:**

**LOTS 2, 3, 6, 7, 10, 11 AND 14 IN BLOCK 1 IN CANAL TRUSTEE'S NEW SUBDIVISION OF BLOCKS  
IN CANAL TRUSTEES' SUBDIVISION IN SOUTHEAST 14 OF SECTION 21, TOWNSHIP 39 NORTH,  
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PROPERTY INDEX NUMBER:**

**17-21-402-001-0000**

**COMMON ADDRESS:**

**19 W. 16<sup>TH</sup> STREET CHICAGO, ILLINOIS  
THE SOUTHEAST CORNER OF 16<sup>TH</sup> STREET AND SOUTH DEARBORN**

**President Clark indicated that if there are no objections, Board Report 16-0525-RS10 would be adopted by the last favorable roll call vote, all members voting therefore.**

**President Clark thereupon declared Board Report 16-0525-RS10 adopted.**

**16-0525-RS1**

**RESOLUTION RE: CYNTHIA RODRIGUEZ, HONORARY STUDENT BOARD MEMBER,  
CHICAGO BOARD OF EDUCATION OCTOBER 28, 2015 TO MAY 25, 2016**

**WHEREAS**, Cynthia Rodriguez was appointed to serve as the Honorary Student Board Member of the Chicago Board of Education for the 2015-2016 school year; and

**WHEREAS**, Cynthia Rodriguez, a representative of the student leadership, began her term as the Honorary Student Board Member of the Chicago Board of Education on October 28, 2015; and

**WHEREAS**, Cynthia Rodriguez conscientiously and effectively served the Board as representative of the Chicago Public Schools student body, in order that their best interests be served; and

**WHEREAS**, Cynthia Rodriguez, as an Honorary Student Board Member, attended and observed the monthly public Board Meetings, and, when necessary, communicated to those she served the Board actions that had a direct impact on the overall educational process; and

**WHEREAS**, Cynthia Rodriguez is a participant in the Mikva Challenge Citywide Youth Councils – Mayor's Youth Commission and CPS Student Advisory Council; and

**WHEREAS**, Cynthia Rodriguez, will graduate from William Jones College Preparatory High School in June 2016; and

**WHEREAS**, Cynthia Rodriguez' tenure as Honorary Student Board Member reflects one of dedication and commitment to her peers, the students attending Chicago Public Schools; and, she can take great pride in the fact that she served the Board with honor and distinction.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:** that we, the President and Members of the Board of Education of the City of Chicago gathered here this 25th day of May 2016, do commend Cynthia Rodriguez for her diligent service as Honorary Student Board Member and also extend to her our best wishes for the success of her future endeavors and for the realization of all her goals.

**President Clark thereupon declared Board Report 15-0525-RS1 accepted.**

16-0525-RS2

**RESOLUTION REQUESTING THE PUBLIC BUILDING COMMISSION OF CHICAGO  
CONVEY THE CALMECA ACADEMY OF FINE ARTS AND DUAL LANGUAGE PROPERTY  
TO THE CITY OF CHICAGO IN TRUST FOR USE OF SCHOOLS**

**WHEREAS**, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized and existing under and by virtue of the provisions of the School Code, 105 ILCS 5/34-1 et. seq. as amended; and

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

**WHEREAS**, on January 23, 2008, the Board made a request to the PBC to acquire the Property described on Exhibit A for the construction of a new elementary school, now known as Calmecca Academy of Fine Arts and Dual Language ("Calmecca"); and

**WHEREAS**, the PBC acquired Property described on Exhibit A for the Board for the construction of the new Calmecca School; and

**WHEREAS**, on June 23, 2010 by Resolution No. 10-0623-RS27 the Board requested the PBC construct the new Calmecca School on the property described on Exhibit A; and

**WHEREAS**, the PBC has completed the construction of Calmecca School and has transferred full possession of the Property to the Board and the Board has paid in full the fees due the PBC for the land and the construction of the new school; and

**WHEREAS**, pursuant to statute the City of Chicago in Trust for Use of Schools holds title to the Board's property pursuant to 105 ILCS 5/34-20; and

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

1. The Board hereby requests the PBC to convey title to the Property described on Exhibit A to the City of Chicago in Trust for Use of Schools on behalf of the Board.
2. The Board further authorizes and directs the General Counsel or his designee, for and on behalf of the Board, to take all necessary actions required to effectuate the PBC's conveyance of the Property described on Exhibit A to the City in Trust for Use of Schools.
3. This Resolution is effective immediately upon its adoption.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**BOARD OF EDUCATION**

**CALMECA ACADEMY OF FINE ARTS AND DUAL LANGUAGE  
3456 W. 38TH ST., CHICAGO, IL 60632**

LOT 3 (EXCEPT THE SOUTH 66.46 FEET THEREOF) AND ALL OF LOT 2 IN WARREN'S SUBDIVISION OF PART OF ADAM SMITH'S SUBDIVISION OF PART OF J. A. REES SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT RECORDED MARCH 10, 1923 BOOK 178 OF PLATS, PAGE 5 AS DOCUMENT NUMBER 7834571, IN COOK COUNTY, ILLINOIS.

THE SOUTH 66.46 FEET OF LOT 3 ALL IN WARREN'S SUBDIVISION OF PART OF ADAM SMITH'S SUBDIVISION OF PART OF J.H. REES' SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO PLAT RECORDED MARCH 10, 1923 AS DOCUMENT 7834571, IN COOK COUNTY, ILLINOIS.

LOT 4 IN WARREN'S SUBDIVISION OF PART OF ADAM SMITH'S SUBDIVISION OF PART OF J. H. REES' SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO PLAT RECORDED MARCH 10, 1923 AS DOCUMENT 7834571, IN COOK COUNTY, ILLINOIS,

LOTS 5, 6 AND THE NORTH 10.00 FEET OF LOT 7 IN WARREN'S SUBDIVISION OF PART OF ADAM SMITH'S SUBDIVISION OF PART OF J. H. REES' SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN REFERENCE BEING HAD TO PLAT RECORDED MARCH 10, 1923 AS DOCUMENT 7834571, IN COOK COUNTY, ILLINOIS.

LOT 7 (EXCEPT THE NORTH 10.00 FEET THEREOF) IN WARREN'S SUBDIVISION OF PART OF ADAM SMITH'S SUBDIVISION OF PART OF J. H. REES' SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO PLAT RECORDED MARCH 10, 1923 AS DOCUMENT 7834671, IN COOK COUNTY, ILLINOIS.

LOT 1 IN WARREN'S SUBDIVISION OF PART OF ADAM SMITH'S SUBDIVISION OF PART OF J. H. REES' SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO PLAT RECORDED MARCH 10, 1923 AS DOCUMENT 7834571; AND,

ALL THAT PART OF WEST 37TH PLACE, LYING NORTH OF AND ADJOINING SOUTH LINE OF LOT 1 PRODUCED EAST, TO ITS INTERSECTION WITH EAST LINE OF SAID LOT 1 PRODUCED SOUTH, TO ITS INTERSECTION WITH SOUTH LINE OF SAID LOT 1 PRODUCED EAST IN WARREN'S SUBDIVISION OF PART OF ADAM SMITH'S SUBDIVISION OF PART OF J. H. REES' SUBDIVISION IN SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING FURTHER DESCRIBED AS:

THE NORTH 31.14 FEET, MORE OR LESS OF THE WEST 20.45 FEET, MORE OR LESS OF THE EAST 317.62 FEET, MORE OR LESS OF THAT PART OF WEST 37TH PLACE, LYING WEST OF SOUTH HOMAN AVENUE, IN COOK COUNTY, ILLINOIS,

LOT 8 IN WARREN'S SUBDIVISION OF PART OF ADAM SMITH'S SUBDIVISION OF PART OF J. H. REES' SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO PLAT RECORDED MARCH 10, 1923 AS DOCUMENT 7834571, IN COOK COUNTY, ILLINOIS.

LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 15, INCLUSIVE; LOTS 40 TO 45, INCLUSIVE; AND LOTS 16 AND 39 (EXCEPT THE WEST 4.3 FEET OF SAID LOTS 16 AND 39) IN BLOCK 7 IN ADAM SMITH'S SUBDIVISION OF LOT 1 IN BLOCK 11 AND LOT 1 IN BLOCK 12 AND ALL OF BLOCK 17 IN J. H. REES' SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL ALL IN TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THAT PART OF THE VACATED WEST 37TH STREET, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND ALTON RAILROAD AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 15, INCLUSIVE AND LOTS 16 AND 39 (EXCEPT THE WEST 4.3 FEET OF LOTS 16 AND 39) IN BLOCK 7 IN ADAM SMITH'S SUBDIVISION OF LOT 1 IN BLOCK 11 AND LOT 1 IN BLOCK 12 AND ALL OF BLOCK 17 IN JAMES H. REES' SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL, IN COOK COUNTY, ILLINOIS.

(EXCEPT THOSE PARTS DEDICATED BY AN ORDINANCE PASSED BY THE CITY OF CHICAGO AND RECORDED JUNE 21, 2010 AS DOCUMENT NUMBER 1017210079), IN COOK COUNTY, ILLINOIS.)

PINs: 16-35-403-001  
16-35-403-003  
16-35-403-007  
16-35-403-008  
16-35-403-009  
16-35-403-043  
16-35-403-044  
16-35-403-045  
16-35-403-046

## 16-0525-RS3

### RESOLUTION REQUESTING THE PUBLIC BUILDING COMMISSION OF CHICAGO TO CONVEY THE PROPERTY ACQUIRED FOR THE NEW SOLORIO ACADEMY HIGH SCHOOL TO THE CITY OF CHICAGO IN TRUST FOR USE OF SCHOOLS

**WHEREAS**, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized and existing under and by virtue of the provisions of the School Code, 105 ILCS 5/34-1 et seq.; and

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

**WHEREAS**, on April 23, 2008 the Board adopted Resolution No. 08-0423-RS19 requesting the PBC construct a new Solorio High School (formerly known as Kelly/Curie/Gage Park) for the Board pursuant to the Modern Schools Across Chicago Program; and

**WHEREAS**, the PBC acquired title to the Solorio High School Property from the Grand Trunk Western Railroad on behalf of the Board by deed recorded as Document No. 0809233041 on October 17, 008; and

**WHEREAS**, the PBC constructed the new Solorio High School for the Board and has transferred full possession thereof to the Board and the Board has paid in full the fees due the PBC for the land and the construction of the new high school; and

**WHEREAS**, pursuant to statute the City of Chicago in Trust for Use of Schools holds title to the Board's property pursuant to 105 ILCS 5/34-20; and

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

1. The Board hereby requests the PBC to convey title to the Property described on Exhibit A to the City of Chicago in Trust for Use of Schools on behalf of the Board.
2. The Board further authorizes and directs the General Counsel or his designee, for and on behalf of the Board, to take all necessary actions required to effectuate the PBC's conveyance of the Property described on Exhibit A to the City in Trust for Use of Schools.
3. This Resolution is effective immediately upon its adoption.

**EXHIBIT A**

**LEGAL DESCRIPTION**

**SOLORIO ACADEMY HIGH SCHOOL  
5400 SOUTH ST. LOUIS, CHICAGO, ILLINOIS**

**PARCEL 1:**

A PARCEL OF LAND BEING PART OF THE WEST 10.04 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 494.00 FEET NORMALLY DISTANT NORTH OF THE NORTH LINE OF WEST 55TH STREET, SAID NORTH LINE BEING 33.00 FEET NORMALLY DISTANT NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4, WITH A LINE 50.00 FEET NORMALLY DISTANT EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 01 DEGREES 14 MINUTES 41 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 91.23 FEET; THENCE NORTH 04 DEGREES 31 MINUTES 51 SECONDS EAST 212.68 FEET; THENCE NORTHEASTERLY 271.39 FEET ALONG A CURVE, TANGENT TO THE LAST DESCRIBED COURSE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 427.79 FEET AND A CHORD WHICH BEARS NORTH 22 DEGREES 42 MINUTES 16 SECONDS EAST 266.86 FEET; THENCE NORTH 40 DEGREES 52 MINUTES 42 SECONDS EAST ALONG A TANGENTIAL LINE 91.72 FEET; THENCE NORTHEASTERLY 154.09 FEET ALONG A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 475.42 FEET AND A CHORD WHICH BEARS NORTH 31 DEGREES 35 MINUTES 36 SECONDS EAST 153.41 FEET TO A LINE 1238.00 FEET NORMALLY DISTANT NORTH OF THE NORTH LINE OF WEST 55TH STREET; THENCE NORTH 88 DEGREES 49 MINUTES 41 SECONDS EAST PARALLEL WITH SAID NORTH LINE 311.27 FEET TO THE WEST LINE OF ST. LOUIS AVENUE, SAID WEST LINE BEING 33.00 FEET NORMALLY DISTANT WEST OF THE CENTER LINE OF ST. LOUIS AVENUE; THENCE SOUTH 01 DEGREES 14 MINUTES 04 SECONDS EAST ALONG SAID WEST LINE 744.00 FEET TO A LINE 494.00 FEET NORMALLY DISTANT NORTH OF THE NORTH LINE OF WEST 55TH STREET; THENCE SOUTH 88 DEGREES 49 MINUTES 41 SECONDS WEST PARALLEL WITH SAID NORTH LINE 585.58 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 377,227 SQUARE FEET OR (8.660 ACRES).

PIN:19-11-400-010 (Formerly Part of 19-11-400-007)

**16-0525-RS4**

**RESOLUTION REQUESTING THE PUBLIC BUILDING COMMISSION OF CHICAGO  
CONVEY PART OF THE WESTINGHOUSE HIGH SCHOOL PROPERTY  
TO THE CITY OF CHICAGO IN TRUST FOR USE OF SCHOOLS**

**WHEREAS**, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized and existing under and by virtue of the provisions of the School Code, 105 ILCS 5/34-1 et. seq.; and

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

**WHEREAS**, the PBC holds title to part of the Westinghouse High School property pursuant to deed dated April 10, 1989 and recorded as document No. 89155683 pursuant to the issuance of Public Building Commission of Building Revenue Bonds Series A 1993; and

**WHEREAS**, on October 27, 2004 the Board adopted Resolution No. 04-1027-RS7 requesting the PBC to construct, on its behalf, a new Westinghouse High School; and

**WHEREAS**, the Board acquired the Property described on Exhibit A for the construction of the new Westinghouse High School; and

**WHEREAS**, title to the Property acquired by the Board is held by the City of Chicago in Trust for Use of Schools ("City") pursuant to Statute 105 ILCS 5/34-20; and

**WHEREAS**, on May 24, 2006 the Board adopted Resolution No. 04-0524-RS24 requesting the City convey the Property described on Exhibit A to the PBC for the construction of the new Westinghouse High School; and

**WHEREAS**, on January 18, 2007, the City of Chicago in Trust for Use of Schools on behalf of the Board conveyed the Property described on Exhibit A to the PBC by document No. 0702518013 recorded on January 25, 2007; and

**WHEREAS**, the PBC completed the construction of the new Westinghouse High School and has transferred full possession thereof to the Board and the Board has paid in full the fees due the PBC for the construction of the new Westinghouse High School Project.

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

1. The Board hereby requests the PBC to convey the Property described on Exhibit A to the City of Chicago in Trust for Use of Schools on behalf of the Board.
2. The Board further authorizes and directs the General Counsel or his designee, for and on behalf of the Board, to take all necessary action required to effectuate the PBC's conveyance of the Property described on Exhibit A to the City in Trust for Use of Schools.
3. This Resolution is effective immediately upon its adoption.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**BOARD OF EDUCATION  
WESTINGHOUSE COLLEGE PREPARATORY HIGH SCHOOL (PART OF)**

**3223 W. FRANKLIN**

LOTS 1 THROUGH AND INCLUDING 23, 34 AND 35, IN BLOCK 1 AND LOTS 1 THROUGH AND INCLUDING 35, BOTH INCLUSIVE, IN BLOCK 2 IN HAYWARD'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO THOSE PORTIONS OF THE VACATED STREETS AND ALLEYS LYING ADJACENT TO AND BETWEEN THE LOTS DESCRIBED ABOVE VACATED BY THE FOLLOWING ORDINANCES: VACATION ORDINANCE PASSED MARCH 2, 1951, RECORDED MAY 3, 1951 AS DOCUMENT NUMBER 15067936. VACATION ORDINANCE PASSED MARCH 29, 2006, RECORDED ON MARCH 31, 2006 AS DOCUMENT NUMBER 0609027104, AND AN ORDINANCE FOR THE VACATION OF PART OF NORTH SAWYER AVENUE AND NORTH SPAULDING AVENUE, BETWEEN WEST FRANKLIN BOULEVARD AND THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY AND THE ADJACENT ALLEYS PASSED JANUARY 14, 1918, RECORDED JANUARY 23, 1918 AS DOCUMENT NUMBER 6264246.

THE ABOVE DESCRIBED PROPERTY, TAKEN AS A TRACT, IS LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**NEW CONSOLIDATED PINS:**

16-11-229-025 and 16-11-230-029

**FORMER PINS:**

16-11-229-005	16-11-229-016	16-11-230-006	16-11-230-016
16-11-229-006	16-11-229-017	16-11-230-007	16-11-230-017
16-11-229-007	16-11-229-022	16-11-230-008	16-11-230-018
16-11-229-008	16-11-229-023	16-11-230-009	16-11-230-019
16-11-229-009	16-11-229-024	16-11-230-010	16-11-230-020
16-11-229-010	16-11-230-001	16-11-230-011	16-11-230-021
16-11-229-011	16-11-230-002	16-11-230-012	16-11-230-022
16-11-229-013	16-11-230-003	16-11-230-013	16-11-230-023
16-11-229-014	16-11-230-004	16-11-230-014	
16-11-229-015	16-11-230-005	16-11-230-015	

**Note:** PBC holds title to the remainder of the Westinghouse House High School Site by Deed dated April 10, 1989 and recorded as document No. 89155683 pursuant to the issuance of Public Building Commission of Chicago Building Revenue Bonds Series A 1993.

16-0525-RS5

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

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

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

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

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

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

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

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

**Exhibit A**

**NEW APPOINTED LSC MEMBERS**

**TEACHER MEMBER**

Lisa Long-Sonovia  
Michael Renfree

**REPLACING**

LaTia Taylor  
Carolyn Brown

**SCHOOL**

Vanderpoel E. S.  
Kelly H. S.

**PARENT MEMBER**

Tawana Taylor

**REPLACING**

Position Vacant

**SCHOOL**

Social Justice High School

**ADVOCATE MEMBER**

Abraham Celio

**REPLACING**

Patricia Buenrostro

**SCHOOL**

Social Justice High School

16-0525-PO1

**AMEND BOARD REPORT 12-0425-PO1  
AMEND BOARD REPORT 09-1216-PO1  
AMEND BOARD REPORT 08-0123-PO4  
COMPREHENSIVE NON-DISCRIMINATION,  
TITLE IX AND SEXUAL HARASSMENT POLICY**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board amend Board Report 12-0425-PO1 Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy.

**PURPOSE:** The Board recognizes that the goal of eliminating all forms of unlawful discrimination, sexual harassment and retaliation in the workplace and attendance centers, as these terms are defined in Section III of this policy, will create a better work and learning environment for Board employees and students. This policy establishes procedures for the reporting, investigation and resolution of complaints of sexual harassment, discrimination and retaliation occurring in the Chicago Public Schools (CPS) as well as any of its administrative offices. This policy also establishes procedures to investigate claims of discrimination based on gender pursuant to Title IX of the Education Amendments of 1972. Requests for accommodations for disabilities are not covered under this policy, rather are handled under the Board's Americans with Disabilities Act and 504 Policy.

**POLICY TEXT:****I. REPORTING**

Individuals may make an oral or written complaint of discrimination, sexual harassment, or retaliation if they:

- believe they are the subject of discrimination, sexual harassment, or retaliation;
- have knowledge of discriminatory or sexual harassment conduct, or retaliation; or
- believe that they have been retaliated against for making a good faith complaint or report of sexual harassment, discrimination, or for participating or aiding in an investigation of such complaints.

To report suspected acts of sexual harassment, discrimination or retaliation or to request general information regarding this policy, contact the Equal Opportunity Compliance Office Administrator (EOCO Administrator) at 42 W. Madison, Suite 900, Chicago, Illinois 60602, (773) 553-1013, or one of the individuals listed in Section IV herein. To request general information regarding this policy, contact the EOCO Administrator at 425 South Clark, Suite 4400 42 W. Madison, Suite 900, Chicago, Illinois 60603, (773) 553-1013. Specific reporting procedures are found in Section IV herein. The EOCO Administrator or EOCO Investigator Manager or designee shall investigate allegations of sexual harassment, allegations of discrimination and allegations of retaliation as later described in this policy.

**II. GENERAL PROVISIONS**

**A. Work and Learning Environment:** It is the policy of the Board of Education of the City of Chicago, ("Board") to maintain a work and learning environment in which all individuals are treated with dignity and respect. Each employee and student shall enjoy the right to work and learn in an environment that is free of discrimination, sexual harassment or retaliation. No person shall be required to endure discrimination, sexual harassment or retaliation as a condition of employment or in pursuit of academic endeavors. Unlawful Discrimination, sexual harassment and retaliation, as these terms are defined in Section III of this policy, will not be tolerated regardless of whether it takes place in the Board's administrative offices, its attendance centers, during work-related assignments outside of administrative offices or attendance centers, during school-related/ or work-related extracurricular functions or during work-related social functions.

**B. Covered Individuals:** No employee, student, contractor, consultant, vendor, or volunteer (collectively referred to as "covered individuals") shall engage in any conduct that unlawfully discriminates, sexually harasses or retaliates, as these terms are defined in Section III of this policy, against another while employed, working for, attending school or participating in district functions school endeavors.

**C. Scope:** This policy covers all phases of employment, and academic status, including, but not limited to recruitment, educational testing, hiring, evaluations, upgrading, rates of pay, the selection for training, promotions, demotions, transfers, layoffs, employment non-renewals, termination, benefits, discipline suspensions, educational testing, and expulsions, rates of pay, benefits, and the selection for training. This policy also covers allegations by persons seeking or receiving Board services as described herein.

**D. Limitations:** Nothing in this policy is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this policy shall be construed to create contractual or other rights or expectations. Nothing herein is intended to affect the right of any person to file make a charge or complaint of discrimination, retaliation or sexual harassment at with any agency with jurisdiction over such charge or complaint claims.

**E. Guidelines:** The EOCO Administrator shall establish guidelines which include procedures necessary to implement the requirements of this policy and shall make them available to interested persons. Guidelines shall include complaint forms which must be signed by the complainant, timelines for initiation and completion of an investigation, the creation and maintenance of a record-keeping system for all complaints, investigations, findings, and action(s) taken. The procedures shall ensure that the EOCO's records pertaining to its investigations will, to the extent possible, be kept confidential and that employees and students are afforded their rights provided for under Title IX of the Education Amendments of 1972.

### III. CONDUCT PROHIBITED

#### A. Discrimination:

1. Definition - As used in this policy, discrimination means intentional discriminatory or harassing treatment unlawful discrimination on the basis of any classifications protected by the Constitution of the United States, the Constitution of the State of Illinois and applicable federal, state or local laws or ordinances, including but not limited to discrimination on the basis of race, color, sex, gender identity/expression, age, religion, disability, national origin or sexual orientation, or maintaining facially neutral policies, practices, or requirements that have a negative effect on employment or academic opportunities of protected groups without a legitimate nondiscriminatory reason. Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex, but not involving conduct of a sexual nature, may constitute a form of sex discrimination. Pregnancy discrimination is a form of sex discrimination prohibited by law, including the Pregnancy Discrimination Act.

2. Conduct Prohibited - Discrimination is prohibited when making employment-related decisions, including but not limited to recruitment, hiring, evaluations, upgrading, rates of pay, the selection for training, promotions, demotions, transfers, layoffs, employment non-renewals, termination, benefits and discipline decisions relating to recruitment, hiring, promotion, transfers, benefits and any other terms and conditions of employment. Education-related programs and activities, including but not limited to admissions, financial aid, academic programs and extracurricular activities, will be administered without regard to the student's or applicant's race, color, national origin, sex, gender identity/expression, sexual orientation, age, religion or disability. Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex, but not involving conduct of a sexual nature, may constitute a form of sex discrimination. Such acts, if based on other legally protected categories such as race, religion, and national origin, may constitute a form of harassment. The discrimination described above in paragraph 1 may in some circumstances be prohibited in the maintenance of facially neutral policies, practices, or requirements that have a disproportionate and negative effect on employment or academic opportunities of the protected classifications identified in paragraph 1.

3. Reporting - The procedures for reporting claims of discrimination, harassment or retaliation are set out in Section IV of this policy.

#### B. Sexual Harassment:

1. Definition - As used in this policy, sexual harassment means any un-welcomed sexual advance or request for sexual favors or conduct of a sexual nature, including offensive remarks about a covered individual's sex:

- (i) when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or participation in an education program or activity or receipt of Board services;
- (ii) when submission to or rejection of such conduct by an individual is used as the basis of any employment, educational or service decision affecting the individual; or
- (iii) when such conduct has the purpose or effect of substantially interfering with the work performance of an employee, a student's ability to participate in or benefit from an education program or activity or creating an intimidating, hostile or offensive work or learning environment.

2. Conduct Prohibited - Covered individuals shall not sexually harass another while employed, working for, attending or participating in district endeavors. There is a broad range of conduct which can, in certain circumstances, be considered a violation of this policy. This may include, but is not limited to sexually suggestive or offensive remarks; sexually suggestive pictures; sexually suggestive gesturing; verbal harassment or abuse of a sexual nature; harassing, abusive or sexually suggestive or offensive messages sent by e-mail or other electronic medium; subtle or direct propositions for sexual favors, and touching, patting, or pinching. Sexual harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex. The Complainant need not be the person directly harassed.

3. Reporting - The procedures for reporting claims of sexual harassment are set out in Section IV of this policy.

C. Non-Fraternization: No employee shall engage in or maintain a romantic relationship with another employee that they manage, supervise or may control or influence the supervision, evaluation or compensation of the other. Employees who become involved in such a relationship must communicate this fact to their principal or department head. The principal or department head will confer with the EOCO Administrator to evaluate and determine an appropriate resolution in compliance with this policy. One or both employees may have to seek other employment, as the Board is under no obligation to reassign one or both employees. Romantic relationships between Board employees where there is no supervisory affiliation are not prohibited by this policy. Conflicts of interest involving a Board employee and their spouse, domestic partner or relative(s) are addressed in the Board's Ethics Policy.

D. Conduct with Students: Romantic or sexual conduct between school employees, contractors, consultants, vendors or volunteers and Chicago Public School students is strictly prohibited. For purposes of this policy, such conduct includes but is not limited to, physical contact of a sexual nature or use of sexually suggestive, offensive or inappropriate remarks. Any person with knowledge of an improper relationship between a student and a school employee, contractor, consultant, vendor or volunteer must immediately report the conduct to the Law Department. In such instances, employees shall also complete the mandatory reporting requirements identified for suspected child abuse/neglect by school personnel set out in the Board's Policy on Reporting Child Abuse and Neglect.

**E. Retaliation:** Retaliation against any person for having made a complaint or report of discrimination or sexual harassment, whether made internally, or externally with a federal, state, or local agency, or participating or aiding in an investigation of discrimination or sexual harassment, whether internal, or external with a federal, state, or local agency, is strictly prohibited. Any person who believes that he or she has been subjected to retaliation should report the retaliatory conduct to the EOCO Administrator. Acts of retaliation shall subject an the offending employee to discipline up to and including dismissal.

#### **IV. REPORTING PROCEDURES**

**A. Timely Reporting:** Complaints of discrimination, sexual harassment, retaliation or other violations of this policy shall be made within 90 calendar days of the discrimination, sexual harassment or retaliation complained of. The 90 calendar day reporting requirement shall be strictly applied, except when the EOCO Administrator determines, in his/her discretion that extraordinary circumstances exist and authorizes a waiver of the 90 day reporting requirement.

Nothing in this policy prevents anyone from ~~submitting a report~~ reporting an instance of discrimination, sexual harassment, retaliation or non-compliance with this policy of which they have witnessed or have knowledge of.

#### **B. Complaints by Students:**

1. General - A student, or a parent/guardian on the student's behalf, may make a complaint of discrimination, sexual harassment or retaliation to the school principal, assistant principal or EOCO Administrator. If the student alleges that an employee, contractor or vendor has discriminated against, retaliated against or sexually harassed him or her, the EOCO Administrator, school principal or assistant principal shall refer the matter to Law Department for investigation. If a student, or a parent/guardian on behalf of a student complains to the school principal or assistant principal, that another student has discriminated against, retaliated against or sexually harassed him or her, the school principal or assistant principal shall investigate the matter and, if the complaint is substantiated, commence appropriate disciplinary action against the offending student in accordance with the Student Code of Conduct.

If a student, or their parent/guardian on the student's behalf, complains to the EOCO that another student has discriminated against, retaliated against or sexually harassed him or her, the EOCO shall investigate the matter. If the EOCO substantiates the complaint, the EOCO Administrator will submit an investigation report to the Law Department for referral to the offending student's principal who will consult with the Law Department about appropriate disciplinary action.

If a student, parent or guardian making the complaint to the school principal or assistant principal feels the intervention or consequence rendered by the school principal or assistant principal is insufficient to address the discrimination, sexual harassment or retaliation, he or she may appeal the matter within 15 calendar days to the EOCO Administrator. The EOCO Administrator shall render a final determination in accordance with the timeline and procedures set out in the Guidelines to this policy. If the EOCO determines the intervention or consequence rendered at the school level is insufficient, the EOCO Administrator will submit an investigation report to the Law Department.

The EOCO Administrator shall also ensure that the affected students are afforded their rights provided for under Title IX of the Education Amendments of 1972.

2. Disability Discrimination Complaints By Students - Notwithstanding the procedures cited above, a student, or a parent/guardian on the student's behalf, making a complaint of disability discrimination by another student or by an employee, contractor or vendor, shall report their complaint in accordance with the Board's Combined Americans With Disabilities Act and 504 Policy (the "504 Policy")(See Section IV.C.1.). Under the 504 Policy, student complaints of disability discrimination should be submitted to: a) the principal or 504/ADA Coordinator of the student's assigned school or the school conducting the program or activity being complained about; or b) the central office department head of the applicable office conducting the program or activity being complained about; or c) the Office of Diverse Learner, Supports and Services, Special Education and Supports Office Department of Procedural Safeguards and Parental Supports Dispute Resolution. Principals, 504/ADA Coordinators and department heads must send all written complaints of this nature to the Department of Procedural Safeguards and Parental Supports Office of Dispute Resolution within 3 days of receiving the complaint.

No complaint based on disability status may be denied on the basis of being submitted to the incorrect District office. In such a case, the recipient must promptly refer the action to the Department of Procedural Safeguards and Parental Supports Office of Dispute Resolution, and any submission deadlines will be extended to compensate for time lost due to the error in submission.

**C. Complaints by Employees, Contractors, Consultants, Vendors and Volunteers:** For employees, contractors, consultants, vendors and volunteers complaints of discrimination, sexual harassment or retaliation shall be made to any of the following persons:

1. The Principal, administrator in charge or the assistant principal of the school in which that the Complainant works in;
2. The department head of the Complainant's office, including network chief if the Complainant is a Principal, or the department head of the hiring department if the Complainant is a consultant/vendor/contractor, ~~the department head of the hiring department;~~ or
3. The EOCO Administrator or EOCO Investigator designee.

Any school principal, administrator in charge, assistant principal or department head receiving an oral or written complaint alleging discrimination, sexual harassment or retaliation by an employee, contractor, consultant, vendor, volunteer shall handle the complaint in accordance with Sections IV. E. and F. below.

**D. Complaints by Members of the Public:** Any member of the public who is aware of a violation of this policy or believes that he or she has been subjected to discrimination, sexual harassment or retaliation by a Board employee, contractor, consultant, vendor or volunteer may submit a complaint to any of the following persons:

1. The Principal, administrator in charge or the assistant principal of the applicable school;
2. The department head of the applicable office; or
3. The EOCO Administrator or EOCO Investigator designee.

Any school principal, administrator in charge, assistant principal or department head receiving an oral or written complaint alleging discrimination, sexual harassment or retaliation by an employee, contractor, consultant, vendor, volunteer shall handle the complaint in accordance with Sections IV. E. and F. below.

**E. Supervisor Handling, Confirmation and Reporting:** Any school principal, administrator in charge, assistant principal or department head, including network chiefs, receiving an oral or written complaint alleging discrimination, sexual harassment or retaliation by an employee, contractor, consultant, vendor, volunteer must refer it to the EOCO's ~~Administrator or designee~~ for handling within three (3) business days following receipt or knowledge of the allegations. If the allegation from the Complainant is in writing, that document must be submitted to the EOCO. If the complaint is oral, the party receiving the complaint must summarize the allegation in writing and submit it to the EOCO. The principal, administrator in charge, assistant principal or department head, including network chiefs, must submit the written allegation to the EOCO Administrator in a manner that ensures the integrity and confidentiality of the contents. For example, if the principal, administrator in charge, assistant principal or department head, including network chiefs, elects to send the allegations/summary via facsimile, email or U.S. Mail, they should mark the findings, "Confidential," and send the allegations/summary to the EOCO Administrator and not to the parties involved, or any other third parties. The supervisor shall not disclose the allegations/summary to either party, or to any third party unless required by law. Unless required by law, the supervisor sending the allegations to the EOCO should only disclose this information as requested by the EOCO during the investigation. Upon receipt of the written allegations from the principal or department head, ~~the EOCO Administrator or its designee~~ will contact the Complainant to open a formal complaint.

**F. School/Department's Involvement:** No school-based or department-based investigation or discipline may be initiated or imposed regarding allegations of discrimination, sexual harassment or retaliation by an employee, contractor, consultant, vendor, volunteer until the EOCO Administrator or the Law Department has investigated the matter and made a determination. If the EOCO Administrator unsubstantiates a claim, nothing in this policy prevents:

1. the supervisor from disciplining an employee for an ~~Act(s) of Misconduct~~ under the Employee Discipline and Due Process Policy relevant District discipline policy, guideline and/or collective bargaining agreement, referenced in Section VI B herein, other than for those Acts covering discrimination, harassment or retaliation; or
2. the principal from relinquishing a volunteer's authorization to serve; or
3. the Board from subjecting a contractor, consultant or vendor to remedies of law or remedies pursuant to their contract.

## **V. EOCO RESPONSES TO COMPLAINTS**

**A. Information and Advice:** Covered individuals and members of the public may contact the EOCO to seek advice, information or counseling on matters related to discrimination, sexual harassment and retaliation, and options available under this policy.

### **B. Formal Complaint:**

1. Signed Complaint - When an individual makes a complaint of discrimination, sexual harassment or retaliation to the EOCO Administrator or designee EOCO Investigator receives a complaint, either directly a signed complaint from the Complainant or indirectly from the individuals authorized in Section IV to receive complaints, the EOCO Administrator or EOCO Investigator, will be requested that the Complainant sign a complaint. The EOCO will attempt to contact the Complainant within fifteen calendar days after receiving notice of the complaint to obtain the identity of witnesses and any other evidence the Complainant chooses to submit. All complaints of discrimination, sexual harassment or retaliation, even if unsigned or oral, will be promptly and fully investigated. The EOCO Administrator will inform the Complainant that if the complaint is sustained and the Board seeks to discipline the alleged offender, the Complainant may be called to testify at subsequent disciplinary or other court proceedings.

2. Unsigned Complaint or No Complainant Exception - The EOCO Administrator ~~may act on~~ will take appropriate actions regarding allegations of discrimination, sexual harassment, retaliation or other violations of this policy even if there is no signed complaint. The EOCO Administrator may investigate allegations of discrimination, sexual harassment, retaliation or other violations of this policy even if or a Complainant chooses not to pursue the matter. The EOCO Administrator may initiate investigations where there is no complaint.

3. Investigation - After receipt of a signed complaint, the EOCO Administrator or designee EOCO Investigator will commence an investigation within fifteen calendar days ~~after contacting the Complainant.~~ During the initial conversation with the Complainant, the EOCO Administrator or EOCO Investigator will inform the Complainant that if the complaint is sustained and the Board seeks to discipline the alleged offender, the Complainant may be called to testify at subsequent disciplinary or other court proceedings. The EOCO Administrator or EOCO Investigator will attempt to interview the Complainant and obtain from the

Complainant the identity of witnesses and any other evidence the Complainant chooses to submit in support of their allegations. The EOCO Administrator or EOCO Investigator will attempt to interview relevant witnesses and review relevant documents. The investigation generally will conclude in no later than five school months unless either the Complainant or the alleged offender(s) are on a leave of absence at any point during the investigation. During the investigation, where appropriate the EOCO will take interim steps such as reducing, and in some cases, eliminating the potential for direct contact between the Complainant and alleged offender. At the conclusion of the investigation, the EOCO Administrator will prepare and issue a summary report containing a synopsis of the evidence and findings. Both the Complainant and the alleged offender Respondent will receive notification of the investigation outcome and determination. The EOCO maintains a record keeping system for all complaints, investigations, findings and action(s) taken. The EOCO will ensure employees and students are afforded their rights provided for under Title IX of the Education Amendments of 1972.

4. *Disciplinary Determination* - In cases where the EOCO substantiates the allegations, the EOCO Administrator will submit an investigation report to the Law Department for referral to the offending employee's supervisor who will consult with the Law Department about appropriate disciplinary action.

5. *Amended and Additional Complaints* - Nothing herein prevents a Complainant from amending a complaint to include new allegations, or from submitting multiple complaints on unrelated incidents.

## **VI. VIOLATIONS AND DISCIPLINE**

**A. Violations:** It is a violation of this policy for:

1. Any covered individuals to engage in unlawful discrimination, sexual harassment or retaliation, as defined in Section III herein;
2. Any principal, administrator in charge, assistant principal or department head, including network chiefs, to fail to abide by the reporting and other obligations identified in this policy;
3. Any principal, administrator in charge, assistant principal or department head, including network chiefs, to intentionally ignore sexually harassing conduct, unlawful discriminatory conduct or retaliation, as defined in Section III herein, by a covered individual that occurs in their presence, by failing to report that conduct. Discipline may be imposed in instances where a principal, administrator in charge, assistant principal or department head, including network chiefs, ignores such conduct even when the alleged victim does not complain about the observed conduct;
4. Any principal, administrator in charge, assistant principal, or department head, including network chiefs, or EOCO employee to fail to fulfill their duties and responsibilities as described in this policy;
5. Any Board employee to intentionally ignore sexually harassing conduct or unlawful discriminatory conduct, as defined in Section III herein, by a Board employee, contractor, consultant, vendor or volunteer towards a student that occurs in their presence, by failing to report that conduct. Discipline may be imposed in this instance regardless of whether or not the student complains about the conduct; and
6. Any covered individual to bring allegations in bad faith, and which the EOCO Administrator or EOCO Investigator ~~its designee~~ finds to be false.

**B. Discipline:**

1. Employees who violate this policy are subject to disciplinary action in accordance with the discipline requirements and procedures contained in one of the four documents listed below, which documents may be amended from time to time. The following four documents identify discipline requirements and procedures based on an employee's position classification:
  - a. Employee Discipline and Due Process Policy for Union Employees (except CTU);
  - b. Chicago Teachers Union Contract;
  - c. Non-Union Employee Discipline Guidelines; or
  - d. Principal and Assistant Principal Employment Guidelines.
2. Students who violate this policy are subject to disciplinary action pursuant to the Student Code of Conduct.
3. Contractors, consultants or vendors who violate this policy are subject to remedies of law or remedies pursuant to their contract.
4. Volunteers who violate this policy are subject to the relinquishment of their authorization to serve as a volunteer.

~~Employees and students who violate this policy are subject to disciplinary action. Contractors, consultants or vendors who violate this policy are subject to remedies of law or remedies pursuant to their contract. Volunteers who violate this policy are subject to the relinquishment of their authorization.~~

## **VII. NOTICE**

Upon adoption of this policy, all new employees shall receive information on this policy at the date of hire. Each school shall maintain copies of this policy in its Main Office and annually the Principal shall advise each employee (full or part-time), student, contractor, consultant and volunteer who attends/works for/provides services to their school about this policy. Network Chiefs and Department Heads shall maintain a copy of this policy in their offices and annually shall advise each employee or consultant/contractor they supervise about this policy. A poster informing covered individuals regarding prohibited discrimination, sexual harassment and retaliation will be posted in a prominent location at all schools, Network offices and in each Central Office department site. This policy will be distributed to all Board members, employees, and vendors active as of the date this policy is adopted, and posted on the Board of Education's website.

# **VIII. PUBLICATIONS**

Beginning ~~March 1, 2010~~ September 1, 2016, the following statement will be used in any and all new publications directed to students, parents, employees or applicants: "It is the policy of the Board to prohibit unlawful discrimination on the basis of any classifications protected by the Constitution of the United States, the Constitution of the State of Illinois and applicable federal, state or local laws or ordinances, including but not limited to discrimination on the basis of race, color, sex, gender identity/expression, age, religion, disability, national origin or sexual orientation."

The following paragraph will also be included in publications directed to parents and students: "Inquiries concerning the application of Title IX of the Education Amendments of 1972 and related regulations concerning sex discrimination should be referred to the CPS Equal Opportunity Compliance Office."

For purposes of this section, publication refers to handbooks, catalogs, manuals, applications and other similar published materials.

# **IX. EDUCATION, TRAINING AND PREVENTION**

The EOCO Administrator or designee will conduct training or arrange for training to be provided on this policy and related legal developments on an as needed basis. ~~to principals, Network Chiefs, Chief Officers and Department Heads.~~

**LEGAL REFERENCES:** 20 U.S.C. §1681 et seq.; 29 U.S.C. §764; 42 U.S.C. §1981; 42 U.S.C. §2000e et seq.; Title VII of the Civil Rights Act; 42 U.S.C. §12101; 775 ILCS 5/7A-102; ~~29 U.S.C. §764; 42 U.S.C. §1981; 42 U.S.C. §2000e et seq; 42 U.S.C. §12101; 775 ILCS 5/7A-102.~~

16-0525-PO2

## **AMEND BOARD REPORT 13-0828-PO1** **EMPLOYEE DISCIPLINE AND DUE PROCESS POLICY FOR SCHOOL-BASED UNION EMPLOYEES** **(EXCEPT CTU)**

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

That the Board amend the policy adopted under Board Report 13-0828-PO1 and also re-name this policy the "Employee Discipline and Due Process Policy for Union Employees (Except CTU)". The amended policy is attached hereto.

**DESCRIPTION:** Policy modifications are highlighted on the attached and include the following:

- (1) Update the policy applicability to clarify that the policy applies to union employees, other than CTU, regardless of whether the non-CTU union employee is assigned to a school-based work location or other work location;
- (2) Update the Group 4 Acts of Misconduct section to include specific reference to pregnancy and gender identity/expression discrimination in alignment with the Board's Comprehensive Non-Discrimination, Sexual Harassment and Title IX Policy;
- (3) Update references to District departments for current organization structure; and
- (4) Revise the approval authorities in alignment with current practice.

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**Employee Discipline and Due  
Process Policy for School-Based  
Union Employees (Except CTU)**

# The Employee Discipline And Due Process Policy for School-Based Union Employees (Except CTU)

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## **I. INTRODUCTION AND SCOPE OF POLICY**

The Employee Discipline and Due Process Policy for School-Based Union Employees (Except CTU) ("Policy") applies to all school-based Employees represented by a labor organization, except Employees that belong to the Chicago Teacher Union's bargaining unit. The Board of Education of the City of Chicago ("Board") is a public employer that requires its Employees to perform their job duties and responsibilities in a manner that promotes the best interests of the students of the Chicago Public Schools, furthers the goals of the Chicago Public Schools, and results in the highest level of public trust and confidence.

In accordance with state law, this Policy grants the authority and responsibility to take disciplinary action against ~~Board~~ Union Employees (Except CTU), up to and including discharge. This Policy also grants the Chief Executive Officer, the Office of Employee Engagement, ~~principals and~~ Union Employee's supervisor or Principal, ~~department heads, and others,~~ as delegated by the Board, the authority and responsibility to discipline, up to and including discharge Union Employees (Except CTU), ~~certain Board Employees as specifically identified herein.~~ Any limitation on their authority to discipline Board Employees is specifically set forth in this Policy and state or federal law.

**This Policy is a general statement of disciplinary procedures. These disciplinary procedures are not intended to limit or restrict in any way the Board's right to discharge any Employee with or without cause or notice, subject to the requirements set forth in the Illinois School Code and related laws. Moreover, this Policy should not be construed as a contract. ~~With respect to Employees not covered by a collective bargaining agreement, this Policy is not to be construed as containing binding terms and conditions of employment. With respect to Employees not covered by a collective bargaining agreement, the~~ Board reserves the right to change the content of this Policy as it deems necessary with or without notice.**

~~If a~~An Employee's ~~is covered by a~~ collective bargaining agreement, ~~that~~ agreement will govern to the extent it conflicts with this Policy or contains additional requirements.

For ease of reading, this Policy uses the masculine pronoun "he" or "him" interchangeably with the feminine pronoun "she" or "her."

## II. PROGRESSIVE DISCIPLINE

The Board embraces the concept of progressive and corrective discipline for Employees. The Board encourages its managers and supervisors to use progressive discipline when they believe that an Employee is amenable to correcting his misconduct.

Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon various factors, including but not limited to: (1) the seriousness of the offense; (2) the number of times it has occurred; (3) prior acts of misconduct; (4) the length of time between infractions (5) the attitude and cooperation of the Employee; (6) the Employee's work history; and (7) the totality of the circumstances.

**While the Board encourages the use of progressive discipline, circumstances dictate that it cannot be used for every act of misconduct. Therefore, the Board uses progressive discipline at its discretion and does not solely rely on this concept in every instance when taking disciplinary action.**

While it is not possible to list every act which will or might result in disciplinary action, the actions described in the Acts of Misconduct Section reflect conduct which is deemed to be inappropriate and which may result in disciplinary action. The Acts of Misconduct Section is not exhaustive, but is offered instead to generally provide notice of inappropriate conduct. ~~The Chief Executive Officer, or his designee~~ Office of Employee Engagement, may hold that conduct other than that referenced in the Acts of Misconduct Section is improper and warrants discipline. Further, ~~the Chief Executive Officer, or his designee~~ Office of Employee Engagement has the discretion to determine what degree of discipline is appropriate after weighing all the situational factors involved in the misconduct.

### III. DEFINITIONS

As used in this Policy, these terms are defined as follows:

1. **Assistant Principal** - Under the direction and supervision of a principal; in charge of an attendance center in the absence of the principal; assists the principal in directing and coordinating the educational, administrative, supervisory, and counseling activities at school; and performs other related duties as required.
2. **Cautionary Notice** - A non-disciplinary written statement to an Employee advising him that the described misconduct is unacceptable and will lead to formal discipline if repeated. The Cautionary Notice shall be served on the Employee, and the Employee shall be given an opportunity to sign it, or to provide a statement that the Employee refuses to sign. The issuance or the failure to issue a Cautionary Notice is not a grievable matter. An Employee or representative on the Employee's behalf, may submit a rebuttal to the Cautionary Notice for inclusion in the Employee's disciplinary file.
3. **Chief Administrator** – The chief executive and operating officer of an academic preparatory center.
4. **Dismissal Charges** - a formal document drafted by the Law Department and approved by the Chief Executive Officer, or his designee, containing charges and specifications against a Board Employee.
5. **Hearing Officer** - an individual designated by the ~~Director of the Office of Employee Engagement, or his designee,~~ to conduct a hearing regarding the discharge of a Board Employee.
6. **Principal** – Contract/Interim/Acting - The chief executive and operating officer of an attendance center. A contract principal is one elected by a Local School Council whose contract has been approved by the Board. An interim principal is selected by the Chief Executive Officer, or his designee, to serve out the term of a contract principal. An acting principal is also selected by the Chief Executive Officer, or his designee, to serve out the term of a contract principal, but generally is chosen to serve for a short period of time.
7. **Probationary Employee** – All Employees, excluding teachers, with less than one calendar year of service with the Board.
8. **Removal** – The temporary reassignment of an Employee with pay and benefits.
9. **Repeated** – As used in Sections 2-1, 3-1, and 4-1 of the Acts of Misconduct, "repeated" means conduct that is the same as or similar to conduct for which the Employee has previously received discipline.

10. **Reviewing Officer** - An individual designated by the ~~Director of the Office of Employee Engagement, or his designee,~~ to review an appeal of a suspension by a Board Employee.
11. **School-Based Educational Support Personnel** – All full-time school-based non-teaching personnel.
12. **Staleness** - If the Board does not take disciplinary action against an Employee within a reasonable time after it knew or should have known of an alleged rule infraction, then the Board will have waived its right to do so. An unreasonable delay shall mean a period of time that renders it difficult or impossible to ascertain the truth of the matters in controversy or as to create a presumption that the conduct at issue was condoned by the Board. The date a final investigative report is served on the Board is the date the Board is presumed to have knowledge of the rule infraction.
13. **Time Computation** - In computing any period of time prescribed herein, the day of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, a holiday, or any other day in which the Board's Central Office is closed.
14. **Vacate AWOL Employees out of the System** – A termination of employment due to absence without leave status, which does not preclude rehire in accordance with Board Rules and policies.

#### IV. ACTS OF MISCONDUCT

GROUP I ACTS OF MISCONDUCT
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Group 1 Acts of Misconduct includes the following minor acts of *inappropriate* behavior:

- 1-1 Failing to submit lesson plans or other reports as directed by the Principal, Department Head, or Chief Administrator in a timely manner.
- 1-2 Smoking on school or Board property.
- 1-3 Failing to display proper identification after being directed to do so.
- 1-4 Failing to inform the school or assigned work location of absences or tardies in a timely manner without reasonable justification.
- 1-5 Failing to report to school or assigned work location in a timely manner without reasonable justification.
- 1-6 Failing to return to work on time after breaks, lunch, or rest periods without prior authorization to extend the time of such breaks, lunch, or rest periods.
- 1-7 Using paging, cellular, and other electronic devices while supervising students, during instructional time, or at other inappropriate times without authorization.
- 1-8 Negligently failing to carry out a rule, order, or directive related to the performance of one's duty.
- 1-9 Treating discourteously anyone in the classroom, on school grounds or assigned work location, or while attending school functions.
- 1-10 Violating School rules, or Board rules, policies or procedures that result in minor acts of inappropriate behaviors in the classroom, or on school grounds or assigned work location, or while attending school functions.

#### **Disciplinary Options**

- Written Reprimand

<b>GROUP 2 ACTS OF MISCONDUCT</b>
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Group 2 Acts of Misconduct includes the following acts of *inappropriate* behavior:

- 2-1 Repeated or flagrant acts of Group 1 misconduct.
- 2-2 Leaving the classroom, duty assignment, or school without permission.
- 2-3 Using verbally abusive language on school or Board property, but not in front of students
- 2-4 Irregular or poor attendance, tardiness, or a pattern of repeated absence or tardiness at a specific time or on specific days of the week or month, or in relation to holidays.
- 2-5 Negligently supervising students.
- 2-6 Inattention to duty including, but not limited to, sleeping on duty, or loitering in the work area.
- 2-7 Insubordination such as the failure to carry out a rule, order, or directive related to the performance of one's duty.
- 2-8 Posting or distributing written materials on school or Board grounds in violation of Board rules or policies.
- 2-9 Failing to comply with the Chicago Public Schools' residency policy by failing to reside in the City of Chicago within six months of being hired.
- 2-10 Incompetently or inefficiently performing one's duties. (A teacher's unsatisfactory performance of pedagogical duties should be addressed through a remediation process).
- 2-11 Using corporal punishment that does not result in the physical contact with a student (e.g., humiliating a student, forcing a student to stand or kneel for an inordinate period of time, forcing a student into a physical position that causes pain, or requiring isolated time outs that violates isolated time out procedures).
- 2-12 Violating School rules, or Board rules, policies or procedures that result in acts of inappropriate behaviors in the school, or on the school grounds or assigned work location, or while attending school functions.

**Disciplinary Options**

- Written Reprimand;
- Suspension Without Pay (1 to 5 days); and/or

GROUP 3 ACTS OF MISCONDUCT
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Group 3 Acts of Misconduct includes the following acts that *disrupt* the orderly educational process:

- 3-1 Repeated or flagrant acts of Group 2 misconduct.
- 3-2 Using school or Board property or services without authorization.
- 3-3 Using verbally abusive language to or in front of students.
- 3-4 Using physical restraint on a student that violates physical restraint procedures.
- 3-5 Making false, inaccurate, or deliberately incomplete statements in an official inquiry, investigation, or other official proceeding.
- 3-6 Violating confidentiality of Employee personnel records, student records, or other school or Board records.
- 3-7 Violating or failing to perform any duty required by the Board's Code of Ethics.
- 3-8 Directing, authorizing, allowing or asking an Employee to perform services, with or without pay, for unauthorized purposes or accepting the benefits of such performance.
- 3-9 Having recurrently poor attendance, tardiness, or a repeated pattern of absences or tardiness at a specific time or on specific days of the week or month, or in relation to holidays.
- 3-10 Using sick leave in an unauthorized manner for purposes other than allowed under Board Rules and regulations.
- 3-11 Negligently failing to comply with laws or rules governing health, safety or sanitary conditions of a school or Board property.
- 3-12 Intentionally failing to manage or supervise staff such that the health, safety, or sanitary conditions of a school are compromised.
- 3-13 Acting negligently so as to damage Board property.
- 3-14 Engaging in a profession, business, trade, investment, occupation, or other activity that conflicts with an Employee's job duties and responsibilities with the Board.
- 3-15 Transporting any student without written consent from the school and parent or legal guardian of the student.

- 3-16 Failing to comply with the Board's student travel policy.
- 3-17 Violating School rules, Board rules, policies or procedures that result in behaviors that disrupt the orderly educational process in the classroom, in the school, and may occur on or off the school grounds or assigned work location.

### **Disciplinary Options**

- Suspension Without Pay (1-15 days); and/or

GROUP 4 ACTS OF MISCONDUCT
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Group 4 Acts of Misconduct includes the following acts that *seriously disrupt* the orderly educational process:

- 4-1 Repeated or flagrant acts of Group 3 misconduct.
- 4-2 Using racial, cultural, ethnic, or religious epithets, or threatening language.
- 4-3 Assaulting, threatening, intimidating, or physical or verbal abuse, by any Employee against any person on school grounds which results in physical contact; or provoking or inciting another person to engage in such conduct.
- 4-4 Using the office, work site, work locations, work vehicle, work tools, or work materials or supplies to conduct a secondary business, trade or occupation.
- 4-5 Unauthorized entry onto a Chicago Public School or Board property.
- 4-6 Any serious violation of the Chicago Public School's Code of Ethics that may result in direct or indirect financial impropriety, among other things.
- 4-7 Sexually harassing an Employee, student, or individual in violation of the Board's Sexual Harassment Policy.
- 4-8 Failing to cooperate with and truthfully answer inquiries of the Board's Title IX Officer or Sexual Harassment Officer.
- 4-9 Discriminating against an Employee, student, or applicant because of race, color, ~~religion,~~ sex, pregnancy, gender identity/expression, age, religion, disability ~~(including, but not limited to, HIV status),~~ national origin, ~~age,~~ or sexual orientation.
- 4-10 Discriminating in the performance of job duties against any member of the public because of race, color, ~~religion,~~ sex, pregnancy, gender identity/expression, age, religion, disability ~~(including, but not limited to, HIV status),~~ national origin, ~~age,~~ or sexual orientation.
- 4-11 Falsifying any attendance or other employment records, including, but not limited to, signing or swiping another Employee's time record.
- 4-12 Theft or unauthorized possession of school or Board property.
- 4-13 Excessively poor attendance or tardiness.
- 4-14 Requesting or taking a leave of absence on fraudulent grounds.

- 4-15 Submitting false or fraudulent residency information in violation of the Board's residency policy.
- 4-16 Retaliating against an employee or student in prohibition of the Board's Comprehensive Non-Discrimination, Title IX and Sexual Harassment Policy, which includes retaliation against any person for having made a complaint or report of discrimination or sexual harassment, whether made internally, or externally with a federal, state, or local agency; or participating or aiding in an investigation of discrimination or sexual harassment, whether internal, or external with a federal, state, or local agency; or retaliating against an Employee for filing a grievance, charge, or complaint regarding the terms or conditions of employment, or participating or aiding in an investigation, proceeding or hearing regarding such a grievance, charge or complaint; or retaliating against a student for filing a complaint against an Employee; ~~(a) who reasonably and in good faith has filed a grievance, charge, or complaint regarding the terms or conditions of employment; or (b) against an Employee who has properly testified, assisted or participated in any manner in an investigation, proceeding or hearing regarding such grievance, charge or complaint.~~
- 4-17 Forging or falsifying official school or Board documents.
- 4-18 Engaging in any act with the intent of providing inappropriate assistance to a student before, during, or after a test, or engaging in any act that an Employee knew or should have known would compromise the integrity of the testing process.
- 4-19 Soliciting funds for personal gain.
- 4-20 Fiscal mismanagement or waste of funds.
- 4-21 Misappropriating any funds of the Board or any other public or private organization.
- 4-22 Intentionally failing to comply with laws or rules governing health, safety or sanitary conditions of a school or Board property.
- 4-23 Acting intentionally to damage Board property.
- 4-24 Negligently supervising students where physical or psychological injury results.
- 4-25 Using corporal punishment that results in the deliberate use of physical force with a student (e.g., slapping, hitting, pushing, shaking, twisting, pinching, choking, swatting, head banging, or other physical contact; using any type of object or instrument that has contact with a student).

- 4-26 Violating School rules, Board rules, policies or procedures that result in behaviors that seriously disrupt the orderly educational process in the classroom, in the school, and may occur on or off the school grounds or assigned work location.

### **Disciplinary Options**

- Suspension Without Pay (1-30 days);
- Discharge

GROUP 5 ACTS OF MISCONDUCT
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Group 5 Acts of Misconduct includes the following acts that *grossly disrupt* the orderly educational process (School-based discipline is not appropriate. Please contact the Office of Employee Engagement ~~Labor and Employee Relations~~ or the Law Department).

- 5-1 Repeated or flagrant acts of Group 4 misconduct.
- 5-2 Absence without leave or authorization ("AWOL").
- 5-3 Losing one's professional or other license or failing to obtain prerequisites necessary to hold or renew professional or other license.
- 5-4 Falsifying employment records, or committing other fraudulent acts in attempting to secure employment.
- 5-5 Involvement in the illegal sale, delivery, receipt, possession, or use of any controlled substance either on or off the job site during hours of employment or non-working time.
- 5-6 Conviction for an enumerated crime as defined in the Illinois School Code.
- 5-7 Possessing, carrying, storing, or using weapons or dangerous chemicals on the job when not authorized to do so.
- 5-8 Soliciting or accepting for personal use any fee or other valuable thing that may be construed as a bribe. That is when such fee, gift, or other valuable thing is solicited by or given to the Employee, in hope or expectation of receiving treatment better than that accorded other persons, or using one's office so as to give the appearance of such impropriety.
- 5-9 Any cruel, immoral, negligent, or criminal conduct or communication to a student, that causes psychological or physical harm or injury to a student.
- 5-10 Soliciting, commanding, urging, inciting or requesting a sexual act of a student; Or intentionally or knowingly engaging in any sexual conduct or act with a student.
- 5-11 Violating the Chicago Public School's drug and alcohol testing policy (e.g., testing positive or refusing to submit to testing).
- 5-12 Failing to submit to a medical examination requested pursuant to the Board's rules and regulations.
- 5-13 Reporting to work under the influence of alcohol or illegal drugs.

- 5-14 Drinking, using, or possessing alcoholic beverages or illegal drugs, or using legal drugs in a manner not prescribed by a physician, while at work.
- 5-15 Engaging in any act or conduct prohibited by Board Rules, Municipal Code of the City of Chicago, the Illinois Compiled Statutes, applicable laws of other states, or federal statutes that may be deemed irremediable conduct.
- 5-16 Any communication in the presence of students that portrays person(s) as criminal, immoral, indecent, or lacking in virtue, or intended to incite hatred, violence, abuse, or hostility toward a person or group of persons by reason of or by reference to that person's religion, race, color, ethnicity, nationality, sex, age, disability, or sexual orientation.
- 5-17 Violating the School rules, or Board rules, policies or procedures which result in behaviors that grossly disrupt the orderly educational process in the classroom, in the school, and may occur on or off school grounds or assigned work location.

### **Disciplinary Options**

- Dismissal; and/or
- Referral to proper authorities for criminal prosecution.

## V. TYPES OF DISCIPLINARY ACTION

The types of disciplinary action that may be imposed include the following:

1. **Written Reprimand** - A formal disapproval of the action(s) of an Employee, but which carries no loss of pay or benefits.
2. **Suspension** - The temporary removal from employment, accompanied by a concurrent and temporary loss of the privileges of employment, including the loss of pay and benefits. The loss of benefits shall include any benefits that would normally accrue during active employment such as vacation and sick days (e.g., health insurance coverage would remain so long as the Employee makes appropriate contribution payments).
3. **Demotion** - The lowering of a position or rank of an Employee in either a school or department with the requisite lowering of that Employee's pay and benefits equivalent to the level of job duties and responsibilities of the new position.
4. **Discharge** - The act of dismissal from employment of the Board and the permanent loss of all privileges of employment. Discharge extinguishes any right to reinstatement.
5. **Transfer** - For Employees not covered by a collective bargaining agreement, the removal of an Employee from one school or department to another school or department such that the Employee remains in the same position or rank. The transfer may occur with or without the loss of pay.

## VI. DISCIPLINE PROCEDURES FOR SCHOOL-BASED UNION EMPLOYEES (EXCEPT CTU)

### A. School-Based Union Employees (Except CTU)

To the extent any conflict exists between this Policy and the discipline process set forth in a collective bargaining agreement covering the Employee at issue, then the procedures set forth in the collective bargaining agreement will govern.

#### 1. Cautionary Notice

Prior to the issuance of discipline against a ~~School-Based Union Employee~~ (except CTU) the Union Employee's supervisor or ~~Chief Executive Officer, Chief Administrator, Principal, or designee~~ shall issue a Cautionary Notice to the ~~School-Based Union Employee~~, unless deemed not practical such as in cases involving egregious or serious rules violations. The Cautionary Notice shall inform the ~~School-Based Union Employee~~ of his act of misconduct, and warn the ~~School-Based Union~~

Employee that formal discipline will occur if such misconduct is not corrected in the future. The Cautionary Notice shall be served on the ~~School-Based~~ Union Employee, and he shall be given an opportunity to sign it, or to provide a statement that he refuses to sign.

## **2. Reprimand and Suspension Procedures**

The ~~Union Employee's supervisor~~ Chief Executive Officer, Chief Administrator, or Principal, ~~or their designee~~, shall have the authority and responsibility to discipline ~~School-Based~~ Union Employees. The following procedures govern reprimands and suspensions of ~~School-Based~~ Union Employees:

1. The Employee and his representative shall be given a minimum of three (3) school days written notice prior to the conference on a form entitled Notice of Pre-Discipline Hearing. This Notice shall provide a description of the alleged misconduct and what Acts of Misconduct are alleged to have been violated.
2. The Employee shall be entitled to one continuance request of the conference so long as prior notice is given at least one (1) school day in advance of the scheduled conference. The Board representative in charge of the conference shall have the authority to schedule a new conference date. The Board representative has complete discretion as to whether additional continuance requests may be granted. Additionally, the Employee is responsible for ensuring that his representative is present at the conference.
3. The Board representative is strongly encouraged to seek a mutually agreeable date with all parties when scheduling a conference date.
4. All documents intended for use in the conference shall be given to the Employee at least three (3) school days in advance of the conference. Additional supplemental documents may be used, in unusual cases, but must be tendered to the Employee at least one (1) school day in advance of the conference.
5. The conference shall occur in a place ensuring privacy.
6. At the conference, the Employee will be informed of the allegations against him, provided with an explanation of the basis of the allegations, and afforded an opportunity to respond to the allegations.
7. The Employee's or his representative's response to the allegations may include verbal statements, written materials, or other relevant objects. The Board representative shall duly consider all matters submitted to him by the Employee or his representative.

8. Witnesses are generally not allowed, however, the Board representative, in his discretion, may allow a witness if he deems it necessary. Rather, affidavits or signed and dated statements may be submitted and shall be duly considered by the Board representative.

After the conference has been completed, the ~~Chief Executive Officer, Chief Administrator, Union Employee's supervisor or Principal, or their designee,~~ shall issue a decision as to the Misconduct section(s) that was found to have been violated, and what level of discipline, if any, is appropriate on a Notice of Disciplinary Action form. The ~~Chief Executive Officer, Chief Administrator, Union Employee's supervisor or Principal, or their designee,~~ shall have the discretion and authority to issue a reprimand, or a suspension, without pay, from one (1) to thirty (30) days. If the evidence presented indicates that no violation of the Misconduct section occurred, then the ~~Chief Executive Officer, Chief Administrator, Union Employee's supervisor or Principal, or their designee~~ shall notify the Employee, in writing, as to this finding.

The ~~Chief Executive Officer, Chief Administrator, Union Employee's supervisor or Principal, or their designee~~ shall notify the Employee of his or her right to request an appeal of the discipline to the ~~Director of the Office of Employee Engagement, or his designee,~~ and the procedures that will be followed in that appeal.

Within five (5) business days of receiving the ~~Chief Executive Officer's, Chief Administrator's, Union Employee's supervisor or Principal's, or their designee's~~ Notice of Disciplinary Action form, the Employee or representative must mail, send via facsimile, or hand deliver a written request of appeal to the ~~Director of the Office of Employee Engagement~~ for suspensions of one (1) to thirty (30) days.

If a timely appeal of a suspension has been filed, then a review of the suspension will be conducted by the ~~Director of the Office of Employee Engagement, or his designee.~~ No suspension shall be served until the completion of the ~~Director of the Office of Employee Engagement's~~ review process. If the Union Employee appealing the suspension is not on a leave of absence at any point during the appeal, the review process generally concludes in less than three school months. The review procedures shall include, but may not necessarily be limited to the following:

#### For Suspensions of Five (5) Days or Less

1. Where the Union Employee's supervisor or Principal ~~Chief Executive Officer, Principal, or Chief Administrator~~ has issued a Cautionary Notice, if appropriate, and followed Progressive Discipline, then, the Employee shall be afforded the opportunity to submit any written documents and/or arguments, including written witness statements, to a Reviewing Officer who shall be designated by the ~~Director of the Office of Employee Engagement~~ to review the discipline imposed;

2. The Employee shall be given a copy of any documentation and/or arguments submitted by the ~~Chief Executive Officer~~, Union Employee's supervisor or Principal, ~~or Chief Administrator~~ in support of the discipline imposed. The Employee shall be afforded an opportunity to respond to the documentation and/or arguments submitted by the ~~Chief Executive Officer~~, Union Employee's supervisor or Principal, ~~or Chief Administrator~~;
3. The Reviewing Officer shall review all documentation and submissions submitted by the parties. The Reviewing Officer has the authority to request additional documentation or responses to specific questions from either party. Any information submitted by either party in response to a Reviewing Officer's request shall also be submitted to the other party. The parties shall have the right to respond to any newly submitted material within five (5) calendar days of when the new information is sent by the Reviewing Officer to the parties. Upon a review of all the materials submitted by the parties, the Reviewing Officer shall make a recommendation to the ~~Director of the Office of Employee Engagement~~ as to whether the discipline imposed by the Union Employee's supervisor or the ~~Chief Executive Officer~~, Principal, ~~or Chief Administrator~~ should be upheld, increased, decreased, or overturned completely;
4. If the ~~Chief Executive Officer~~, Union Employee's supervisor or Principal, ~~or Chief Administrator~~ has not issued a Cautionary Notice, where appropriate, and has not followed Progressive Discipline, then the Employee shall be afforded a hearing before a Reviewing Officer. The Employee shall be afforded adequate notice of the review procedures, an opportunity for the Employee to be present at the hearing, be represented by one person of his choice, know and respond to the charges, and present oral and/or written evidence on his behalf, including witnesses. The rules of evidence do not apply. It is preferred that all witnesses be present at the hearing; but, in extenuating circumstances, witnesses may testify by some other electronic means. The Reviewing Officer shall review the record, submitted documents and testimony. The Reviewing Officer has the authority to request additional documentation or responses to specific questions from either party. Any information submitted by either party in response to a Reviewing Officer's request shall also be submitted to the other party. The parties shall have the right to respond to any newly submitted material within five (5) calendar days of when the new information is sent by the Reviewing Officer to the parties. Upon a review of all the materials submitted by the parties, the Reviewing Officer shall make a recommendation to the ~~Director of the Office of Employee Engagement~~ as to whether the discipline imposed by the ~~Chief Executive Officer~~, Union Employee's supervisor or Principal, ~~or Chief Administrator~~ should be upheld, increased, decreased, or overturned completely; and

5. ~~The Director of the Office of Employee Engagement, or his designee,~~ shall review the Reviewing Officer's recommendation. ~~The Director of the Office of Employee Engagement, or his designee,~~ shall have the authority to accept or reject the recommendation, or request additional information from the Reviewing Officer. ~~The Director of the Office of Employee Engagement, or his designee,~~ shall have the authority to issue a final decision as to whether the suspension imposed by the ~~Chief Executive Officer, Union Employee's supervisor or Principal, or Chief Administrator~~ should be upheld, increased, decreased or overturned completely.

6. The determination by the ~~Director of the Office of Employee Engagement, or his designee,~~ to suspend an Employee, increase, decrease, or to rescind the discipline completely, shall be final and may not be appealed by either party.

The ~~Director of the Office of Employee Engagement~~ will make the final decision as to whether an Employee is entitled to a document review, set forth in paragraphs one (1) through three (3) above, or a hearing review, set forth in paragraph four (4) above, of that Employee's suspension.

#### For Suspensions Over Five (5) Days

All ~~School-Based~~ Union Employees (except CTU) suspended over five (5) days, that have timely filed an appeal with the ~~Director of the Office of Employee Engagement,~~ shall be entitled to a hearing review set forth in paragraphs four (4) through six (6) above.

### **3. Discharge Procedures**

~~The Union Employee's supervisor or A Principal, Chief Administrator, or the Chief Executive Officer or their designee~~ shall have the authority and responsibility to recommend the discharge of ~~School-Based~~ Union Employees (except CTU).

~~The Chief Executive Officer, or his designee,~~ Office of Employee Engagement ~~shall have~~ has the right and authority to suspend an Employee, without pay, pending the outcome of a dismissal hearing. Before a ~~School-Based~~ Union Employee is suspended without pay, he shall be afforded a pre-suspension hearing in the Office of Employee Engagement so that the Employee may be informed of the allegations against him, and to provide the ~~School-Based~~ Union Employee with an opportunity to rebut the allegations leveled against him. The Office of Employee Engagement may suspend Employees, without pay, for a maximum of sixty (60) work days, pending a discharge hearing, only in cases where the misconduct is in violation of the Board's drug/alcohol policy, any of the enumerated offenses as defined in the Illinois School Code, sexual misconduct, severe physical abuse, or other egregious violations. The Employee shall be entitled to back pay if the Employee is not discharged. If a

determination has not been made within (60) work days as to whether the Employee should be discharged, then the Employee will start receiving pay, and will be eligible for all benefits normally available during periods of active employment.

The Office of Employee Engagement ~~Chief Executive Officer, or his designee,~~ shall also possess has the right to remove, with pay and benefits, an Employee from his position on a temporary basis where the best interests of the Chicago Public Schools and the students are served by such a removal.

Where the discharge of an Employee is recommended, the Board's Law Department will draft Dismissal Charges that will set forth the charges and specifications alleged against the Employee. These Dismissal Charges shall be approved by the Chief Executive Officer, or his designee.

The Employee shall be afforded the opportunity to have a dismissal hearing at the Office of Employee Engagement that will be conducted by a Hearing Officer that shall be designated by the ~~Director of the Office of Employee Engagement, or his designee.~~ The hearing procedures shall include, but may not necessarily be limited to the following:

1. The Employee shall be entitled to notice of the Dismissal Charges prior to the hearing.
2. At the hearing, the Employee may appear on his own behalf or be represented by one person of his choice. The Employee shall have the right to be present, to respond to the Dismissal Charges, present oral and/or written evidence, including the direct examination and cross-examination of witnesses. The rules of evidence will not be applicable. The Hearing Officer has the authority to administer oaths, to limit testimony and evidence, and to rule on motions presented by the parties. The hearing will be recorded by a means determined by the Hearing Officer.
3. Once the hearing has closed, the Hearing Officer will summarize the evidence and make recommended findings of facts and conclusions of law to the ~~Director of the Office of Employee Engagement.~~ The ~~Director of the Office of Employee Engagement, or his designee,~~ has the authority to accept or reject the Hearing Officer's recommendations.
4. If the ~~Director of the Office of Employee Engagement~~ determines that the discharge of the Employee is not warranted, then the ~~Director of the Office of Employee Engagement, or his designee,~~ shall issue a decision that specifies the level of discipline which shall include the following options: (1) a suspension from one (1) to thirty (30) days; (2) a demotion; (3) transfer to another school; (4) a written reprimand; or (5) that no discipline shall be imposed. If the Employee is entitled to back pay

based upon the determination by the ~~Director of the Office of Employee Engagement~~, then such back pay shall be paid as quickly as practicable. The decision by the ~~Director of the Office of Employee Engagement~~ shall be final and may not be appealed by either party.

5. If the ~~Director of the Office of Employee Engagement, or his designee~~, determines that the discharge of the Employee is warranted, then he shall submit his findings and conclusions to the Chief Executive Officer. The Chief Executive Officer, ~~or his designee~~, may decide to decrease the severity of the recommended discipline. If the Chief Executive Officer, ~~or his designee~~, agrees with the findings and conclusions of the ~~Director of the Office of Employee Engagement~~ to discharge the Employee, then the Chief Executive Officer shall report his decision to the Board.

6. The Board will determine whether to accept or reject the Chief Executive Officer's recommendation to discharge the Employee. The Board may also decide to decrease the severity of the discipline as well. The determination of the Board will be final.

**B. School-Based Probationary Union Employees (Except CTU)**

**1. Probationary Period**

Newly hired ~~School-Based~~ Union Employees (except CTU) will be regarded as probationary Employees for the first twelve (12) months of employment, and will receive no seniority or continuous service credit during such probationary period. Any period of absence from work in excess of ten (10) days shall extend the probationary period for a period of time equal to the absence. Probationary Employees who have been determined eligible in their position category and who continue in the service of the Board beyond their probationary period shall obtain regular educational support personnel status. An Employee's probationary status lasts for the first twelve (12) months of employment. For probationary Employees promoted or appointed to a different position, their probationary period shall be extended for sixty (60) days. Nothing provided in this Section shall be construed to confer a property interest in Board employment or an expectation of continued employment upon at-will Employees. At-will Employees may be discharged from Board employment for any or no cause and with or without notice.

**2. Discipline of Probationers**

The Office of Employee Engagement ~~Principal or Chief Administrator~~ may issue a written reprimand or suspend a probationary Employee without pay for up to thirty (30) days. The Employee does not have the right to request review of such action.

~~The Principal or Chief Administrator may discharge an Employee during the probationary period and shall notify the Office of the Office of Employee Engagement. Failure of the Principal or Chief Administrator to provide notification to the Office of Employee Engagement shall not affect the termination. Probationary Employees have no right to their position. Accordingly, the Office of Employee Engagement Principal or Chief Administrator has the right to discharge a probationary Employee with or without cause, notice being given, or an opportunity to be heard.~~

## **VII. VACATE ALL EMPLOYEES THAT ABANDON THEIR EMPLOYMENT**

~~All Employees, except contract principals and tenured teachers, Union Employees that~~ have been absent for ten (10) consecutive work days, without providing a legitimate excuse for such absence, and who are not on approved benefit time or other approved paid time off, shall be considered to have abandoned their position with the Chicago Public Schools. The Board shall provide notice to the Employee, the principal, and collective bargaining representative, if applicable, of the Employee's job-abandonment status, and determine whether the Employee has a legitimate reason for being absent (e.g., obtained a leave of absence, filed for worker's compensation, or other legitimate reason).

If no legitimate reason is established for the Employee's absence within ten (10) calendar days from the date of the mailing of the notice, the Board shall be entitled to vacate the Employee out of system. That Employee shall lose his right to the position he formerly held. The Board shall provide notice to the Employee, the principal, and collective bargaining representative, if applicable, of the fact that the Employee has been vacated out of his position. The Employee, however, shall be allowed to re-apply for any vacant position that exists within the Board.

All notices identified in this section shall be sent by first-class mail to the last known address that the Employee provided to the Board, and to the last known address of the Employee's collective bargaining representative, if applicable.

The direct supervisor or manager of an Employee bears the ultimate responsibility to correctly notify the Talent Office as to the absent without leave status of an Employee.

## **VIII. MISCELLANEOUS PROVISIONS**

1. When an Employee engages in an alleged act of misconduct, but has left the work location where the alleged act of misconduct occurred, then the ~~Director of the Office of Employee Engagement shall follow the discipline process outlined in this Section VI. have the authority to institute discipline against that Employee pursuant to the applicable disciplinary process.~~

2. ~~The Chief Executive Officer, Chief Officers, heads of general departments now in existence or hereafter created, the General Counsel, Assistant~~

~~Attorneys, the Board Secretary, and the Assistant Board Secretary are at-will Employees who possess no property right to their position or expectation of continued employment. Said Employees may be discharged from their employment with or without cause and with or without notice in accordance with applicable Board Rules and Statutes.~~

3. Written reprimands may not be appealed to the ~~Director of the Office of Employee Engagement~~ for review. Rather, the Board agent's decision to issue a written reprimand shall be final. An Employee or representative on the Employee's behalf, may submit a rebuttal to a written reprimand for inclusion in the Employee's disciplinary file.
4. All appeal hearings conducted by the Office of Employee Engagement may be held in an Area Office, or other location as deemed appropriate by the ~~Director of the Office of Employee Engagement~~. Appropriate notice shall be given to all parties as to the location of the appeal hearing.

#### IX. EFFECTIVE DATE

This Policy shall take effect on the date it is adopted by the Board. All previously adopted policies or procedures regarding disciplinary actions and discharges of ~~School-Based~~ Union Employees (except CTU) are rescinded upon the effective date of this Policy.

Any misconduct that occurred before the adoption of this Policy shall be governed by the prior Board Rules, policies, and the Employee discipline code that were in effect at the time the misconduct occurred, including policies set forth in Board Report 13-0828-PO1 ~~04-0728-PO4~~. Any misconduct that occurs on or after the date of adoption of this Policy shall be governed by this Policy.

16-0525-PO3

**RESCIND BOARD REPORT 13-0828-PO3**  
**PERFORMANCE MANAGEMENT AND DISCIPLINE POLICY FOR PRINCIPALS  
AND ASSISTANT PRINCIPALS**

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

That the Board rescind the policy adopted under Board Report 13-0828-PO3 because the Chief Executive Officer's designee has, pursuant to Board Rules 4-1 and 4-7, approved guidelines effectuating performance management and discipline for principals and assistant principals.

**President Clark indicated that if there are no objections, Board Reports 16-0525-RS2 through 16-0525-RS5, and 16-0525-PO1 through 15-0525-PO3 would be adopted by the last favorable roll call vote, all members voting therefore.**

**President Clark thereupon declared Board Reports 16-0525-RS2 through 16-0525-RS5, and 16-0525-PO1 through 15-0525-PO3 adopted.**

16-0525-CO1

**COMMUNICATION RE: LOCATION OF  
BOARD MEETING OF JUNE 22, 2016**

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

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, June 22, 2016 will be held at:

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

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

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

For the June 22, 2016 Board Meeting, advance registration to speak and observe will be available beginning Monday, June 20th at 10:30 a.m. and will close on Tuesday, June 21st at 5:00 p.m. or until all slots are filled. You can advance register during the registration period by the following methods:

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

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

16-0525-CO2

**COMMUNICATION RE: 2016-2017 SCHEDULE OF REGULAR  
BOARD MEETINGS – BOARD OF EDUCATION, CITY OF CHICAGO**

**TO THE MEMBERS OF THE BOARD OF EDUCATION:**

I am hereby submitting the 2016-2017 Schedule of Regular Board Meetings. The Board Meetings will be held on the fourth Wednesday of each month, unless otherwise indicated.

**2016 Schedule**

July 27, 2016  
August 24, 2016  
September 28, 2016  
October 26, 2016  
November 16, 2016 (3<sup>rd</sup> Wednesday)  
December 21, 2016 (3<sup>rd</sup> Wednesday)

**2017 Schedule**

January 25, 2017  
February 22, 2017  
March 22, 2017  
April 26, 2017  
May 24, 2017  
June 28, 2017  
July 26, 2017  
August 23, 2017

The Board Meetings will be held at CPS Loop Office, 42 West Madison Street, Garden Level, Board Room and will begin at 10:30 a.m. until further notice. Advance registration for Public Participation will open the Monday preceding the Board meeting at 10:30 a.m. and close Tuesday at 5:00 p.m., or until all slots are filled. Advance registration is available for speakers and observers. You can advance register via:

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

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

Further, let the official record reflect that the 2016-2017 Planning Calendar has been prepared in accordance with the *Illinois Open Meetings Act* and will be available for public distribution.

16-0525-EX1\*

**TRANSFER OF FUNDS  
Various Units and Objects**

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

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

**1. Transfer from North Grand High School to Education General - City Wide**

**20160131782**

Rationale: FY16 Ventra Card Payment (3/18/16 Invoice)

**Transfer From:**

46431 North Grand High School  
124 School Special Income Fund  
53405 Commodities - Supplies  
290003 Miscellaneous General Charges  
002239 Internal Accounts Book Transfers

**Transfer To:**

12670 Education General - City Wide  
124 School Special Income Fund  
57915 Miscellaneous - Contingent Projects  
600005 Special Income Fund 124 - Contingency  
150900 Grants - Supplemental

Amount: \$1,000

**2. Transfer from Facility Opers & Maint - City Wide to George B McClellan Elementary School**

**20160132295**

Rationale: Furnish all labor and material to install new piping as needed for install and run new electrical wires to the water fountain.  
Maximo WO# CPD-1517318

**Transfer From:**

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

**Transfer To:**

24421 George B McClellan Elementary School  
230 Public Building Commission O & M  
56105 Services - Repair Contracts  
254033 O&M South  
000000 Default Value

Amount: \$1,000

3. Transfer from Social and Emotional Learning - City Wide to Social and Emotional Learning - City Wide

20160132670

Rationale: Transfer to increase sub bucket

**Transfer From:**

10898 Social and Emotional Learning - City Wide  
 324 Miscellaneous Federal, State & Local Grants  
 53405 Commodities - Supplies  
 221011 Improvement Of Instruction  
 500001 Start On Success Program Fy 16

**Transfer To:**

10898 Social and Emotional Learning - City Wide  
 324 Miscellaneous Federal, State & Local Grants  
 51320 Bucket Position Pointer  
 290001 General Salary S Bkt  
 500001 Start On Success Program Fy 16

Amount: \$1,000

4. Transfer from Social and Emotional Learning - City Wide to Social and Emotional Learning - City Wide

20160132749

Rationale: Reversing previous transfer - funds no longer needed

**Transfer From:**

10898 Social and Emotional Learning - City Wide  
 324 Miscellaneous Federal, State & Local Grants  
 51320 Bucket Position Pointer  
 290001 General Salary S Bkt  
 500001 Start On Success Program Fy 16

**Transfer To:**

10898 Social and Emotional Learning - City Wide  
 324 Miscellaneous Federal, State & Local Grants  
 53405 Commodities - Supplies  
 221011 Improvement Of Instruction  
 500001 Start On Success Program Fy 16

Amount: \$1,000

5. Transfer from Joseph Warren Elementary School to Information & Technology Services

20160132929

Rationale: SSC-91053-N4V9 - transfer request for Warren School

**Transfer From:**

25761 Joseph Warren Elementary School  
 115 General Education Fund  
 54405 Services - Telephone & Telegraph  
 254501 Telecom (Non E-Rate)  
 000575 Student Based Budgeting

**Transfer To:**

12510 Information & Technology Services  
 115 General Education Fund  
 54405 Services - Telephone & Telegraph  
 254501 Telecom (Non E-Rate)  
 000575 Student Based Budgeting

Amount: \$1,000

6. Transfer from Language and Cultural Education to Back of the Yards

20160133355

Rationale: Transfer fund to school to cover the cost of custodial services for OLCE June 29th summer PD session.

**Transfer From:**

11510 Language and Cultural Education  
 115 General Education Fund  
 53305 Instructional Materials (Non-Digital)  
 221011 Improvement Of Instruction  
 000000 Default Value

**Transfer To:**

46551 Back of the Yards  
 115 General Education Fund  
 54105 Services: Non-technical/Laborer  
 254007 Custodial Services  
 000000 Default Value

Amount: \$1,000

7. Transfer from Arts to Michael M Byrne School

20160133512

Rationale: Creative Compass participation incentive; Supplemental funding for the purchase of arts instruction-related materials, equipment, and supplies.

**Transfer From:**

10890 Arts  
 124 School Special Income Fund  
 54125 Services - Professional/Administrative  
 113090 Grants-Citywide Misc Fndtns  
 071975 Ingenuity - Creative Compass

**Transfer To:**

22501 Michael M Byrne School  
 124 School Special Income Fund  
 53405 Commodities - Supplies  
 113034 Performing & Creative Arts  
 071975 Ingenuity - Creative Compass

Amount: \$1,000

8. Transfer from Arts to George Westinghouse High School

20160133513

Rationale: Creative Compass participation incentive; Supplemental funding for the purchase of arts instruction-related materials, equipment, and supplies.

**Transfer From:**

10890 Arts  
 124 School Special Income Fund  
 54125 Services - Professional/Administrative  
 113090 Grants-Citywide Misc Fndtns  
 071975 Ingenuity - Creative Compass

**Transfer To:**

53071 George Westinghouse High School  
 124 School Special Income Fund  
 53405 Commodities - Supplies  
 113034 Performing & Creative Arts  
 071975 Ingenuity - Creative Compass

Amount: \$1,000

**953. Transfer from Talent Office to Talent Office****20160138894**

Rationale: Transferring unused funds to contingency account - cash flow

**Transfer From:**

11010	Talent Office
115	General Education Fund
54125	Services - Professional/Administrative
264207	Teacher Sourcing & Recruitment
000000	Default Value

**Transfer To:**

11010	Talent Office
115	General Education Fund
57940	Miscellaneous Charges
264207	Teacher Sourcing & Recruitment
000000	Default Value

Amount: \$1,000,000

**954. Transfer from Capital/Operations - City Wide to Walter Payton College Preparatory HS****20160132987**

Rationale: Funds Transfer From Award# 2015-436-00-01 To Project# 2014-70020-ANX ; Change Reason : NA

**Transfer From:**

12150	Capital/Operations - City Wide
436	Miscellaneous Capital Fund
56310	Capitalized Construction
009526	All Other
000017	Tif Capital

**Transfer To:**

70020	Walter Payton College Preparatory HS
436	Miscellaneous Capital Fund
56310	Capitalized Construction
009531	Additions
000017	Tif Capital

Amount: \$1,025,746

**955. Transfer from Facility Opers & Maint - City Wide to Facility Opers & Maint - City Wide****20160138900**

Rationale: Transfer funds per OMB request.

**Transfer From:**

11880	Facility Opers & Maint - City Wide
230	Public Building Commission O & M
53125	Commodities - Gas - Purchase
254004	Utilities
000000	Default Value

**Transfer To:**

11880	Facility Opers & Maint - City Wide
230	Public Building Commission O & M
57940	Miscellaneous Charges
254004	Utilities
000000	Default Value

Amount: \$1,600,000

**956. Transfer from Facility Opers & Maint - City Wide to Facility Opers & Maint - City Wide****20160138908**

Rationale: Transfer funds per OMB request.

**Transfer From:**

11880	Facility Opers & Maint - City Wide
230	Public Building Commission O & M
53120	Commodities - Gas - Distribution
254004	Utilities
000000	Default Value

**Transfer To:**

11880	Facility Opers & Maint - City Wide
230	Public Building Commission O & M
57940	Miscellaneous Charges
254004	Utilities
000000	Default Value

Amount: \$1,700,000

**957. Transfer from Network Support to Network Support****20160138967**

Rationale: Transfer funds per OMB request.

**Transfer From:**

11110	Network Support
353	Title II - Teacher Quality
54125	Services - Professional/Administrative
221234	Professional Develop/Curriculum Develop
494054	Title Iia - Teacher Quality

**Transfer To:**

11110	Network Support
353	Title II - Teacher Quality
57940	Miscellaneous Charges
221234	Professional Develop/Curriculum Develop
494054	Title Iia - Teacher Quality

Amount: \$1,800,000

**958. Transfer from Capital/Operations - City Wide to Southeast Area Elementary School****20160138583**

Rationale: Funds Transfer From Award# 2015-436-00-16 To Project# 2014-22631-NSC ; Change Reason : NA

**Transfer From:**

12150	Capital/Operations - City Wide
436	Miscellaneous Capital Fund
56310	Capitalized Construction
009441	New School Openings
343920	Cdb - Gaming Revenue

**Transfer To:**

22631	Southeast Area Elementary School
436	Miscellaneous Capital Fund
56310	Capitalized Construction
009441	New School Openings
343920	Cdb - Gaming Revenue

Amount: \$3,221,216

959. Transfer from Capital/Operations - City Wide to Jose De Diego Community Academy

20160134728

Rationale: Funds Transfer From Award# 2016-484-00-07 To Project# 2016-31261-MCR ; Change Reason : NA

**Transfer From:**

12150 Capital/Operations - City Wide  
 484 CIP Series 2013BC  
 56310 Capitalized Construction  
 253508 Renovations  
 600016 2016 Bond Proceeds

**Transfer To:**

31261 Jose De Diego Community Academy  
 484 CIP Series 2013BC  
 56310 Capitalized Construction  
 253508 Renovations  
 600016 2016 Bond Proceeds

Amount: \$7,986,381

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

16-0525-EX2

**AUTHORIZE EXTENDING THE AGREEMENTS WITH VARIOUS PROVIDERS FOR HIGH QUALITY  
 EARLY CHILDHOOD SERVICES FUNDED BY THE ILLINIOS EARLY CHILDHOOD BLOCK GRANT**

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

Authorize extending agreements with providers listed in Exhibit "A" to provide high quality early childhood services to children ages birth to five and their families at a cost not to exceed the aggregate amount of \$55,000,000 per year. Written extension agreements for services are being negotiated. No services shall be provided by any provider and no payment shall be made to any provider prior to the execution of such provider's written extension agreement. The authority granted herein shall automatically rescind as to each provider in the event their extension agreement is not executed within 120 days of the date of this Board Report. Information pertinent to these extensions is stated below.

**PROVIDERS:** See Exhibit "A"

**USER:** Office of Early Childhood Education  
 42 W. Madison Street, Garden Level  
 Chicago, IL 60602  
 Contact: Diego Giraldo (773) 553-2010

**ORIGINAL AGREEMENTS:**

The original agreements (authorized by Board Report 14-0625-EX9 as amended by Board Report 14-0723-EX6) in the aggregate amount of \$55,000,000 are for a term commencing on July 1, 2014 and ending on June 30, 2016. The original agreements were awarded on a non-competitive basis pursuant to Board Rule 7-2.2(d).

**EXTENSION TERM:** The term of each agreement is being extended for a term commencing on July 1, 2016 and ending on June 30, 2017.

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

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

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

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

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

**AFFIRMATIVE ACTION:** This agreement is a non-procurement contract. It is classified as an Education report. Therefore, M/WBE goals are not applicable.

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

**FINANCIAL:** Charge to: Office of Early Childhood Education Fiscal Year: 2017

Budget Classifications: 11385-362-54105-119027-376660 (\$55,000,000 FY17)  
11385-362-54105-119027-376661  
11385-362-54105-119027-376663  
11385-362-54105-119027-376664

**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).

**THIS SPACE INTENTIONALLY LEFT BLANK**

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

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone	PFA	PI-Center	PI-Home	PI-Innovative
1	ABC Preschool	89885	3800 N. Austin	60634	Patricia	Bentz	773-685-9033	X			
2	Ada S. McKinley Community Services, Inc.	21166	725 S. Wells Suite 1A	60607	George	Jones Jr.	312-554-0600	X	X		
3	Alain Locke Charter School	04730	3141 W. Jackson Blvd.	60612	Claire T.	Hartfield	312-491-9100	X			
4	Albany Park Community Center, Inc	45712	3403 W. Lawrence, Suite 300	60625	Harold	Rice	773-583-5111	X			
5	All About Kids Learning Academy, Inc	81328	514 E. 75 <sup>th</sup> St.	60619	Tess	McKenzie	773-892-2800	X	X		
6	Allison's Infant and Toddler Center	81401	5522 S. Racine	60636	Allison	Caldwell	773-436-3193	X	X		
7	Archer Ave Learning Station, Inc	94889	3575 S. Archer	60609	Beata	Skorusa	773-254-5437	X			
8	Asian Human Services	22957	4753 N. Broadway Suite 700	60640	Mariene	Hodges	773-293-8450			X	
9	Black Rhino, Inc. "DBA" Building Blocks Learning Academy	89689	1120 West 69th St.	60621	Michelle	Redd	773-488-2222	X			
10	Board of Trustees City Colleges of Chicago	12687	226 W. Jackson Blvd. 11th Fl.	60606	Artiya	Nash	312-553-2858	X	X		
11	Board of Trustees University of Illinois at Chicago	32571	809 S. Marshfield Ave	60612	Luis	Vargas	312-996-2862	X			X
12	Carole Robertson Center for Learning	45717	2020 W. Roosevelt	60608	Gail	Nelson	312-243-7300	X	X	X	
13	Casa Central Social Services Corporation	26509	1343 N. California	60622	Ellen	Chavez	773-645-2300	X		X	
14	Catholic Bishop of Chicago Archdiocese of Chicago Office of Catholic Schools	19931	835 N. Rush St.	60611	Julie	Ramski	312-534-3868	X			
15	Catholic Charities of the Archdiocese of Chicago	40249	721 N. LaSalle Rm. 205	60610	Michael M.	Bolland	312-655-7000	X	X	X	
16	Centers For New Horizons, Inc.	50642	4150 S. King Drive	60653	Cynthia	Clay	773-373-5700	X	X		
17	Chance After Chance	94898	305-09 N. Cicero	60644	Belinda	Martin	773-386-7778	X			
18	Chicago Child Care Society	31512	5467 S. University	60615	Taya	Griffin-Aaron	773-643-0452	X	X	X	
19	Chicago Commons Association	45713	744 N. Monticello Ave.	60624	Janice	Woods	773-826-4825	X	X		
20	Chicago Lighthouse for People who are Blind or Visually Impaired	33222	1850 W. Roosevelt Rd.	60608	Mary	Zabelski	312-666-1331	X			
21	Chicago Youth Centers	13156	218 S. Wabash Ave, Suite 600	60604	Harry	Wells	312-913-1700	X			
22	Children's Center for Creative Learning, Inc.	14308	7944 - 58 S. Western	60620	Tonnette R.	Williams	773-471-4927	X	X		

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

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone	PFA	PI-Center	PI-Home	PI-Innovative
23	Children's Development Corporation	39927	1050 E. 95th Street	60619	Leon I.	Walker	773-721-3200	X			
24	Children's Home & Aid Society of Illinois	25624	125 S. Wacker Suite 1400	60606	Houri	Guecykian	312-424-6861	X	X		
25	Children's Place Association, The	15006	1436 W. Randolph St	60607	Cathy	Krieger	312-660-3020	X	X	X	
26	ChildServ	45715	8765 W. Higgins Road, Suite 450	60631	James	Jones	773-693-0300			X	
27	Chinese American Service League	45716	2141 S. Tan Court	60616	Brenda	Arksey	312-791-0454	X	X		
28	Christopher House	47276	2507 N. Greenview	60614	Julie	Dakers	773-472-1083	X	X		
29	Concordia Place	41430	3300 N. Whipple	60618	Kiki	Collias	773-463-1600 x112	X	X		
30	Dorsey Developmental Institute	30058	2050 E. 93rd Street	60617	Cathy	Dorsey	773-375-4300	X	X		
31	Early Child Care Services, Inc.	64468	160 N. LaSalle N. 201	60601	Stacey	Olszewski	312-814-4782	X			
32	Easter Seals Metropolitan Chicago	18567	1939 W. 13th St.	60608	Barbara	Zawacki	312-491-4110	X	X		
33	El Hogar Del Niño	47279	1710-18 S. Loomis St.	60608	Livier	Salazar	312-733-5584	X	X		
34	Erie Neighborhood House	45679	1701 W Superior	60622	Louis	Falk	312-432-2217	X	X		
35	Erikson Institute	73654	451 N. LaSalle St.	60654	Linda	Glikerson	312-893-7138				X
36	Eyes on the Future Child Care Center	34287	6969 N. Ravenswood	60626	Azleb	Gebrehiwet	773-396-6315	X	X		
37	Fairyland Nursery School, Inc.	41417	4350 N. Milwaukee Ave.	60641	Sharon	Kalinowski	773-725-1246	X	X		
38	Family Focus, Inc.	48890	310 S. Peoria, Suite 301	60607	Kareem	Pender	312-421-5200			X	
39	Frazier Preparatory Academy	06650	4027 W. Grenshaw Avenue	60624	Ms	Palmer-Pratt	773-534-6776	X			
40	Gads Hill Center	27716	1919 W. Cullerton	60608	Barbara	Castellan	312-226-0963 x250	X	X	X	
41	Happy Holiday Nursery & Kindergarten	20010	401 E. 111th Street	60628	Alethia	Travis	773-821-7009	X	X		
42	Healthy Families Chicago	41407	2100 S. Marshall Blvd.	60623	Diane	Scruggs	773-257-0111			X	
43	Henry Booth House	34288	2929 S. Wabash Ave. Suite 203	60616	Scott	Perkins	312-949-3609	X	X		

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Chicago Public Schools  
Office of Early Childhood Education  
Community Partnership Programs

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone	PFA	PI-Center	PI-Home	PI-Innovative
44	Higher Learning Daycare & Education Center	89693	2526 E. 73rd St.	60649	Will	Horton	773-734-1251	X			
45	Holy Family Ministries	89692	790 Frontage Rd.	60093	Susan	Work	773-273-6013	X			
46	Home of Life Development Corp.	31519	4647 W. Washington Blvd	60644	Delores	Sheppard	773-626-8655	X			
47	Howard Area Community Center	24412	7648 N. Paulina	60626	Bruce	Pasey	773-262-6622	X	X	X	
48	Illinois Action For Children	91629	4753 N. Broadway Suite 1200	60640	Maria	Whelan	773-769-8011			X	X
49	Imani Children's Academy	61659	11443 S. Halsted	60628	Shirley	Powell	773-660-9667	X			
50	Improved Child Care Management Services Corp.	31520	520 N. Halsted Suite 412	60622	Mildred	Burnside	773-737-0231	X	X		
51	Institute of Positive Education	41418	7825 S. Ellis Ave		Deborah	Bonds	773.651.9599x229	X			
52	It Takes a Village Child Care	41420	4000 W. Division	60651	Nakisha	Harris	312-675-0056	X	X		
53	Kenyatta's Day Care Center	20187	2334 E. 75th Street	60649	Brenda	Owens	773-221-3777	X			
54	Kiddy Kare Preschool & Kindergarten	23109	4401 S. Kedzie	60632	Todd	Chentnik	708-903-3137	X	X		
55	Korean American Community Services	41421	4300 N. California Ave.	60618	Inchul	Choi	773-583-5501	X	X		
56	Kove Learning Academy	14295	3137 W. 71st St		Angelline	Kutz	773.476.3083	X			
57	Lake Shore Schools	09082	5611 N. Clark	60660	Farah	Essa	773-561-6707	X	X		
58	LEARN Charter School	06770	1132 S. Homan Ave.	60624	Gregory	White	773-826-7502	X			
59	Lee's Cuddles N Care, Inc	89686	6100 W. North Ave.	60639	Andrella	Lee	773-745-8054	X			
60	Legacy Charter	05870	4217 W. 18 <sup>th</sup> Street	60623	Lisa	Kenner	773-542-1640	X			
61	Little Achievers	94899	3801 W Diversey	60647	Sharfa	Thompson	773-276-1600	X			
62	Little Angels Family Daycare	81860	6701 S. Emerald	60621	Nashone	Greer	773-488-8777	X			
63	Little Folks Daycare	89891	2527 E. 73rd St.	60649	Rochelle	Hopkins	773-221-0300	X			
64	Little Hands Child Creative Center	61671	7146 S. Ashland Ave	60636	Sharon	Dale	773-474-0363	X			

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Chicago Public Schools  
Office of Early Childhood Education  
Community Partnership Programs

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone	PFA	PI-Center	PI-Home	PI-Innovative
65	Little Kids Village Learning	64462	2656 W. 71st St.	60629	Sherri	Thompson	773-776-4753	X			
66	Loop Learning Center, Inc.	14743	2001 S. Michigan Ave.	60616	Matilda A.	Walker	312-225-8828	X	X		
67	Love Learning Center / Day Care	20145	228 E. 61st Street	60637	Burchell	Love	773-752-0243	X			
68	Lutheran Social Services of Illinois	35873	1001 E. Touhy Ave. Suite 50 Des Plaines, IL	60018	Denver	Bitner	847-635-4600	X	X		
69	Mae's Early Child Development & Therapeutic Daycare	99629	1431 W. 111th St		Nichole	Cato	773.429.9251	X			
70	Marillac Social Center	49913	212 S. Francisco	60612	Maureen	Hallagan	773-584-3232	X	X	X	
71	Mary Crane Center	47285	2974 N. Clybourn	60618	Wanda	Ho	773-938-8161	X	X		
72	Maryville Academy	18663	1150 N. River Road	60016	Amy	Kendall-Lynch	773-205-3605				X
73	McCann's Daycare Center	14123	8612 S. Stony Island	60617	Yvonne	McCann	773-375-7932	X	X		
74	Metropolitan Family Services	46701	1 N. Dearborn Ste. 1000	60602	Colleen	Jones	312-986-4135	X	X	X	
75	Montessori Network, dba Montessori School of Englewood	64887	7033 S. Honore	60636	Rita	Nolan	773-306-1759	X			
76	Mosaic Early Childhood Academy	81908	5332 W. Addison	60641	Nisha	Bhojani	773-777-7411	X			
77	Mother's Touch Day Care, Inc.	26616	2501 W. 71st Street	60629	Ethel	Daniel	773-436-3177	X	X		
78	New Pisgah Day Care Center	81665	8130 S. Racine Ave.	60620	Stanley	Smith	708-473-7726	X			
79	NIA, LTD. - The Learning Tree	41423	8128 S. Kedzie Ave.	60652	Joann	Williams	773-778-8802	X	X		
80	North Avenue Day Nursery	45664	2001 W. Pierce	60622	Steven	Koll	773-342-4499	X	X		
81	Northwestern University Settlement Association	31814	1400 W. Augusta Blvd.	60622	Jose	Alatorre	773-278-7471	X			
82	One Hope United	95028	215 N. Milwaukee Ave. Lake Villa	60046	Timothy	Snowden	312-949-5580	X	X	X	
83	Onward Neighborhood House	26323	800 N. Leavitt	60612	Mario	Garcia	312-666-6726	X	X		
84	Options for Youth	99910	5234 S. Blackstone, #H	60615	Pat	Mosena	773-288-1682			X	
85	Ounce of Prevention Fund	30597	33 W. Monroe, Suite 2400	60603	Sarah	Bradley	312-922-3863	X	X		X
86	Pathways to Learning Child Care Centers, Inc.	14681	3450-54 W. 79TH ST	60652	Lisa	Edwards	773-436-9244	X	X		

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

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone	PFA	PI-Center	PI-Home	PI-Innovative
87	Rachel's Learning Center, Ltd	80743	3430 W. Roosevelt Rd.	60624	Rochelle	Ray	773-533-1834	X	X		
88	Salvation Army	12143	10 W. Algonquin, Des Plaines, IL	60016	Dorothy	Coleman	773-382-4701	X	X		
89	SGA Family and Youth Services	34171	11 E. Adams, Suite 1500	60603	Martha	Guerrero	312-663-0305			X	
90	Sinai Community Institute	41406	2653 W. Ogden	60608	Cynthia	Williams	773-257-6651			X	
91	South-East Asia Center	34289	1124 W. Ainslie	60640	Peter	Porr	773-989-7433	X	X		
92	St. Vincent DePaul Child Development Center	12055	2145 N. Halsted	60614	Carrie	Callas	312-943-6776	X	X		
93	Stepping Stones Early Childhood Learning Center	41425	1300 E. 75 <sup>th</sup> St.	60619	Nelda	Jones	773-493-0000	X	X		
94	Teddy Bear Nursery School, Inc.	13575	2649 W. 51st Street	60632	Edward	Schmitt	773-476-0700	X	X		
95	The Children's Center Inc.	99643	12803 South Halsted		Rosalind	Cotton	773.264.5171	X			
96	Thresholds Mothers' Project	30482	4101 N. Ravenswood	60613	David	Esposito	773-572-5298				X
97	Trinity United Church of Christ Child Care Centers	17231	532 W. 95th Street	60628	Janet	Moore	773-966-1518	X	X		
98	True to Life Foundation	97909	1712 E. 87th St.	60617	Velinda	Alexander	773-374-7046			X	
99	Tuesday's Child	44841	4028 W. Irving Park Road	60641	Katherine	Conklin	773-282-5274			X	
100	University of Chicago Charter School	03060	1313 E. 60th Street	60637	Michael	Bradley	773-834-9075	X			
101	V & J Day Care Center, Inc.	61669	1 E. 113th St.	60628	Reaver G.	Barlowe-Bell	773-785-3940	X			
102	Wee Care Nursery School	41427	1845 E. 79 <sup>th</sup> St.	60649	Sonya	Williams-Morgan	773-221-4442	X			
103	West Austin Development Center	69701	4920 W. Madison	60644	Tamera	Fair	773-378-1396	X			
104	Whiz Kids Nursery Center, Inc.	64466	518 W. 103rd St.	60628	Kimberly	Craft	773-233-9445	X			
105	Women's Treatment Center	41408	140 N. Ashland Ave	60607	Jewell	Oates	312-850-0050			X	
106	YMCA	30499	801 N. Dearborn	60610	Erskine	Cunningham	312-932-1212	X	X		
107	Young Achievers Academy, Inc.	64487	520 E. 79th St.	60619	Zuli	Turner	773-846-9707	X			
108	Young Scholars Developmental Institute	14167	3038 W. 59th Street	60629	Elizabeth	Campbell	773-918-1944	X	X		

16-0525-EX3

**APPROVE TUITION PAYMENTS TO NORTHEASTERN ILLINOIS UNIVERSITY, DOMINICAN UNIVERSITY, NATIONAL LOUIS UNIVERSITY AND ROOSEVELT UNIVERSITY FOR COURSEWORK LEADING TO ESL AND/OR BILINGUAL ENDORSEMENTS**

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

Approve tuition payments to Northeastern Illinois University, Dominican University, National Louis University and Roosevelt University for ESL and bilingual coursework at a cost not to exceed \$600,000 in twenty-four (24) months for all participating universities. The universities participating in this program were selected based on the quality of the coursework described in their proposals and the cost effectiveness of the partnerships. Each university is giving a discount with the remainder split between the Board of Education and the university provider. No written agreement is required for tuition payments. Information pertinent to this program is stated below.

**UNIVERSITIES:** Northeastern Illinois University 2  
5500 N. St. Louis Ave.  
Chicago, IL 60625  
Phone: 773-773-7330

Dominican University  
7900 W. Division  
River Forest, IL 60305  
Phone: 708-524-6770

National Louis University  
5202 Old Orchard Road, Suite 300  
Skokie, IL 60677  
Phone: 847-947-5580

Roosevelt University  
400 S. Michigan Avenue  
Chicago, IL 60605  
Phone: 312-341-3500

**USER:** Office of Language and Cultural Education (OLCE)  
42 W. Madison, 2<sup>nd</sup> Floor  
Chicago, IL 60602  
Jorge A Macias, Chief Officer of OLCE  
773-553-1930

**PAYMENT PERIOD:** Tuition payments are authorized for university courses scheduled from July 1, 2016 through June 30, 2018.

**PROGRAM DESCRIPTION:** Payments cover a fraction of tuition for authorized CPS teachers enrolled in courses at participating universities under the ESL/Bilingual Endorsement Initiative. The ESL/Bilingual Endorsement Initiative provides an opportunity for CPS teachers to pursue an ESL or bilingual endorsement so that an increased number of English Language Learners (ELs) in CPS are taught by competent and expert educators who are able to meet the unique needs of these students. Providing an opportunity to earn an ESL or bilingual endorsement is critical to ensuring that all CPS students receive appropriate support and have access to high quality, rigorous education. Equally important, this program is essential for the district to be in compliance with Illinois state and federal laws, rules and regulations. It is OLCE's vision that every EL in CPS is taught by an appropriately certified, endorsed, expert teacher. Offering cohorts of teachers the opportunity to engage in the coursework together, to collaborate, and to learn with and from each other is an important step towards actualizing the vision.

**PARTICIPANTS:** Participants in the ESL/Bilingual Endorsement Initiative coursework will include CPS teachers who possess an IL teaching certificate, have demonstrated leadership skills, and desire to obtain an ESL or Bilingual Endorsement to support ELs in CPS. Participants will be selected through a competitive process; they will commit to a twenty-four (24) month sequence of courses to teaching at CPS for at least two years after obtaining their ESL or bilingual endorsement, and to maintaining at least 90% attendance and a grade of B or higher in every course.

In addition, the ESL/Bilingual Endorsement Initiative is aligned to our district goals of ensuring that every child has access to high quality teaching and learning in alignment with the Common Core State Standards. All teachers who enroll in these courses will benefit by having opportunities to become expert in using instructional strategies and providing support to ELs, thus ensuring that they gain access to rigorous content and meet the ambitious new standards.

**OUTCOMES:** The ESL/Bilingual Endorsement Initiative Coursework program will result in an increased number of educated and properly endorsed teachers of ELs in our district. This creates increased opportunities for students to learn more rigorous content and not only expand the ELS' opportunities to learn English, but will also support the development of bilingualism and biliteracy.

**COMPENSATION:** Tuition payments to all three (4) universities during the payment period shall not exceed \$600,000 total through June 30, 2018

**AUTHORIZATION:** The Chief Officer of the Office of Language and Cultural Education 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 education institutions are exempt from MBE/WBE review.

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

**FINANCIAL:** Fund 356, Unit 11510, Office of Language and Cultural Education, FY17 \$600,000

**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 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 – 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).

**16-0525-EX4**

**ESTABLISH THE NEW SOUTHEAST AREA ELEMENTARY SCHOOL AND ITS ATTENDANCE BOUNDARY AND ADJUST THE ATTENDANCE BOUNDARIES OF JANE ADDAMS ELEMENTARY SCHOOL AND MATTHEW GALLISTEL ELEMENTARY LANGUAGE ACADEMY**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board of Education of the City of Chicago ("Board") approve the establishment and attendance boundary of a new elementary school, effective July 1, 2016, to be known on a temporary basis as Southeast Area Elementary School ("SEAES"), located at 3930 E. 105<sup>th</sup> Street and adjust the attendance boundaries of Jane Addams Elementary School ("Addams"), located at 10810 S. Avenue H and Matthew Gallistel Elementary Language Academy ("Gallistel"), located at 10347 S. Ewing Avenue.

A public hearing was held on Monday, May 16, 2016 at Gallistel to discuss the establishment of the new school and its attendance boundaries and the adjustment of the attendance boundaries for Addams and Gallistel.

**DESCRIPTION:**

Effective July 1, 2016, SEAES will open at 3930 E. 105<sup>th</sup> Street as an attendance area elementary school and beginning with the school year 2016-2017 serve approximately 600 students from pre-kindergarten through 6th grade. Beginning with the 2017-2018 school year, the school will add an additional grade until it serves pre-kindergarten through 8th.

A formal school name shall be assigned by the Board in accordance with procedures identified in the Board's Policy on the Naming or Renaming of Schools, 03-0326-PO04.

Initially, the SEAES will establish a transitional advisory body. A Local School Council will be established in a timely manner.

In order to relieve overcrowding, all students residing in the SEAES boundary that currently attend Addams and Gallistel in grades pre-kindergarten through 5th will be reassigned to SEAES at the start of the 2016-2017 school year. Students currently enrolled at Addams and Gallistel in 6th and 7th grades will remain enrolled at their respective schools. Younger siblings of 6th and 7th graders will remain enrolled at Addams and Gallistel if the parent or guardian requests this placement. Students residing in Addams' or Gallistel's attendance boundaries and currently enrolled in Addams or Gallistel may request to enroll at SEAES by completing an application with the Office of Access and Enrollment. Applications will be evaluated based on the space available at SEAES.

Pursuant to the Board's Policy on the Review and Establishment of School Attendance Boundaries, 05-0622-PO1, a public hearing was convened on Monday, May 16, 2016, following the issuance of proper notice to receive public comment on the CEO's proposal to establish SEAES and its attendance boundary and adjust the attendance boundaries of Gallistel and Addams elementary schools. Representatives from CPS received oral and written comments at the hearing. A summary of the hearing was submitted to the CEO and the Board for consideration. After reviewing the summary, the CEO determined it necessary to recommend the establishment of SEAES and its attendance boundaries and adjust the attendance boundaries of Gallistel and Addams.

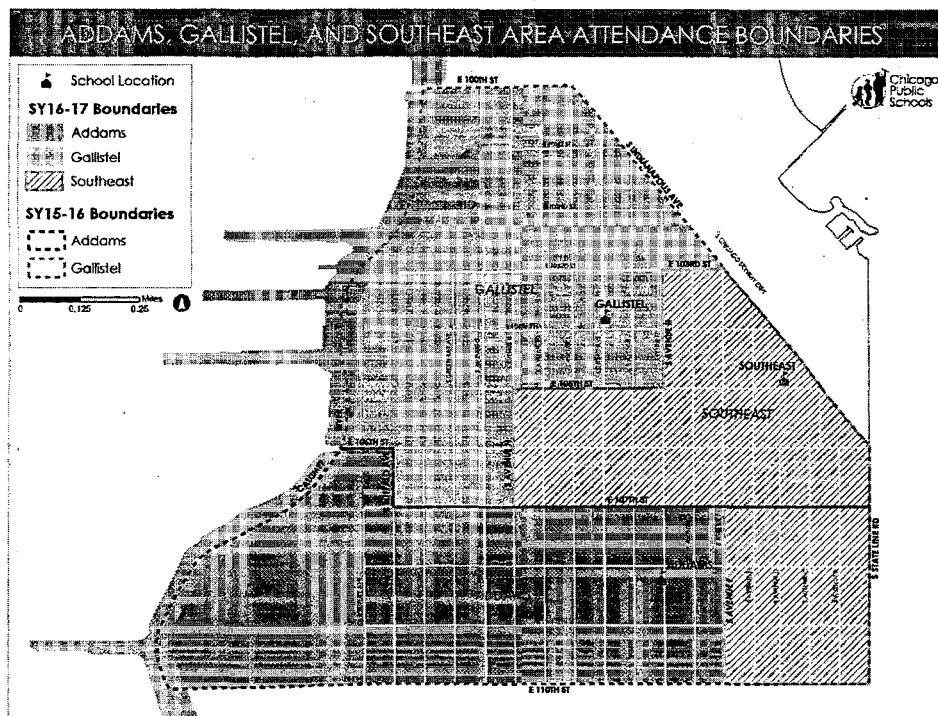
#### PERSONNEL IMPLICATIONS:

The employment status of all faculty and staff at the schools affected by this authorization will be determined pursuant to Board policies and any collective bargaining agreements.

#### FINANCIAL IMPLICATIONS:

The financial impact of this authorization will be addressed during the development of the fiscal 2017 budget. Because the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY16 are considered contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

#### Map of the Proposed Boundary



#### Adjust Attendance Area Boundaries for Matthew J Gallistel Language Academy

*For School Year 2016-17 Grades kindergarten through sixth, for School Year 2017-18 Grades kindergarten through seventh, for School Year 2018-19 kindergarten through eighth:*

Beginning at the South Calumet River and E. 100<sup>th</sup> St  
 East to S. Indianapolis Ave.  
 Southeast to E. 103<sup>rd</sup> St.  
 West to S. Avenue H  
 South to E. 105<sup>th</sup> St  
 West to S. Avenue N  
 South to E. 107<sup>th</sup> St  
 West to S. Buffalo Ave.  
 North to E. 106<sup>th</sup> St  
 West to South Calumet River  
 North to the starting point

**Adjust Attendance Area Boundaries for Jane Addams Elementary School**

*For School Year 2016-17 Grades kindergarten through sixth, for School Year 2017-18 Grades kindergarten through seventh, for School Year 2018-19 kindergarten through eighth:*

Beginning at the South Calumet River and E. 106<sup>th</sup> St  
South to E 110<sup>th</sup> St  
East to S Avenue F  
North to E. 107<sup>th</sup> St.  
West to S. Buffalo Ave.  
North to E. 106<sup>th</sup> St.  
West to the starting point

**Establish Attendance Area Boundaries for Southeast Area Elementary School**

*For School Year 2016-17 Grades kindergarten through sixth, for School Year 2017-18 Grades kindergarten through seventh, for School Year 2018-19 kindergarten through eighth:*

Beginning at S. Indianapolis Ave and E. 103<sup>rd</sup> St.  
Southeast to S. State Line Rd  
South to E. 110<sup>th</sup> St  
West to S. Avenue F  
North to E. 107<sup>th</sup> St.  
West to S Avenue N  
North to E. 105<sup>th</sup> St.  
East to S Avenue H  
North to E. 103<sup>rd</sup> St.  
East to the starting point

**16-0525-OP1**

**RENEW LEASE AGREEMENT WITH MESSIAH LUTHERAN CHURCH AND SCHOOL  
FOR SPACE AT 6200 W PATTERSON AVE FOR SMYSER ELEMENTARY**

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

Approve entering into a renewal lease agreement with Messiah Lutheran Church and School for use of space at 6200 West Patterson Avenue for Smyser Elementary. A written lease renewal is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the lease agreement is stated below.

**LANDLORD:** Messiah Lutheran Church and School  
6200 West Patterson Avenue  
Chicago, Illinois 60634  
Contact: Barbara Lattyak / (773) 685-2923 / [susie082593@sbcglobal.net](mailto:susie082593@sbcglobal.net)

**TENANT:** Board of Education of the City of Chicago

**PREMISES:** 6200 West Patterson Avenue, Chicago, Illinois (includes entire school building and use of parking lot during school hours)

**USE:** For use by Smyser Elementary School.

**ORIGINAL TERM:** The original term commenced on August 1, 2011, and ends on June 30, 2016 (authorized by Board Report 11-0727-OP2).

**NEW TERM:** The renewal term shall be for five years, commencing on July 1, 2016, and ending on June 30, 2021.

**EARLY TERMINATION RIGHT:** Either the Board or the Landlord may terminate the lease upon six months prior written notice to the other party.

**RENT:** \$192,600 per year, to be paid in monthly installments of \$16,050.

**ADDITIONAL RENT:** The Board shall reimburse landlord or pay service providers directly for the actual cost of electricity, heat, telecommunications, garbage and snow removal, or other services reasonably necessary to operate the building. The additional rent is estimated to be \$70,000.00 annually

**IMPROVEMENTS:** The Board shall have the right to make improvements to the premises, if necessary, with the consent of the Landlord.

**OPERATION & MAINTENANCE:** The Board shall provide janitorial services and normal maintenance. Landlord shall be responsible for all structural repairs and maintenance to the Premises.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement. Authorize the Chief Operating Officer, Chief Facilities Officer, or Chief of Capital Improvement to execute all ancillary documents required to administer or effectuate the lease agreement.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** The total amount to be paid by the Board for the 5-year renewal is \$963,000. Charge to Real Estate.

**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).

**16-0525-OP2**

**APPROVE RENEWAL OF INTERGOVERNMENTAL AGREEMENT WITH CITY COLLEGES  
FOR USE OF THE BUILDING LOCATED AT 3400 N AUSTIN AVE**

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

Approve renewal of the Intergovernmental Agreement ("IGA") with the Board of Trustees of Community College District No. 508 ("City Colleges") for use of the building and premises located at 3400 North Austin Avenue in Chicago. A written agreement extending and amending the IGA is currently being negotiated. The authority granted herein shall automatically rescind in the event that a written agreement is not executed within 120 days of the date of this Board Report.

**OWNER:** Board of Trustees of Community College District No. 508  
226 West Jackson Boulevard  
Chicago, Illinois 60606  
Contacts: Diane Minor, Vice Chancellor, (312) 553-2636, [dminor1@ccc.edu](mailto:dminor1@ccc.edu)  
and Dina Leiler, Director Auxiliary Services, (773) 481-8612, [dleiler@ccc.edu](mailto:dleiler@ccc.edu)

**PREMISES:** 3400 N Austin Ave, including the entire building, parking lots (2), and athletic field area.

**ORIGINAL TERM:** The original term commenced on July 1, 2011, and ends on June 30, 2016 (authorized by Board Report 11-0622-OP9).

**RENEWAL TERM:** The term of the renewal shall commence on July 1, 2016, and end on June 30, 2021.

**USE:** The Premises shall be used for educational programming by Chicago Academy Elementary and High Schools. A portion of the Premises may be shared with City Colleges for educational programming, provided that such use does not conflict with CPS' school hours or use.

**FEES:** The Board will pay \$718,750.00 for July 1, 2016 to June 30, 2017, payable in equal monthly installments of \$59,895.83. Commencing July 1, 2017, the fee will increase yearly by 3% on July 1<sup>st</sup>.

Fiscal Year	Annual	Monthly
2016-2017	\$718,750.00	\$59,895.83
2017-2018	\$740,312.50	\$61,692.70
2018-2019	\$762,521.87	\$63,543.48
2019-2020	\$785,397.53	\$65,449.94
2020-2021	\$808,959.45	\$67,413.28

**UTILITIES, MAINTENANCE AND REPAIRS:** CPS shall be responsible for its proportionate share of utilities associated with its use of the Premises. City Colleges shall pay its proportionate share of utilities for its use of the Premises. CPS shall also be responsible for regular maintenance and repairs to the Premises, including landscaping, garbage removal and custodial and engineer services. City Colleges shall be responsible for all major structural elements of the Premises, including but not limited to the roof, HVAC systems and plumbing.

**RIGHT OF FIRST REFUSAL:** City Colleges grants CPS the exclusive right of first refusal and first option to purchase the Premises. City Colleges must provide notice to CPS prior to offering or accepting an offer to sell Property to another party.

**REAL ESTATE TAXES:** The Property is currently exempt from real estate taxes. The General Counsel is hereby authorized to contest and appeal any action to tax the Property or the Board's use of the property. In the event the Property or the Board's use becomes taxable after all appeals have been taken and failed, the Board authorizes the payment of the real estate taxes in addition to the fees below.

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

**OTHER TERMS AND CONDITIONS:** All other terms and conditions of the original IGA shall remain the same.

**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 either the Chief Operating Officer, Chief Facilities Officer, or Chief of Capital Improvement to execute any and all ancillary documents required to administer or effectuate the agreement.

**AFFIRMATIVE ACTION:** Exempt

**LSC REVIEW:** Not applicable

**FINANCIAL:** Total not-to-exceed amount to be paid by the Board for the 5-year term is \$3,815,941.35.

Charge to: Real Estate

Fiscal Year	Annual	Budget Classification
2016-2017	\$718,750.00	
2017-2018	\$740,312.50	
2018-2019	\$762,521.87	
2019-2020	\$785,397.53	
2020-2021	\$808,959.45	

Source of Funds: Rent, Contingency

**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).

16-0525-OP3

**RENEW LICENSE AGREEMENT WITH THE BOYS & GIRLS CLUB  
FOR SPACE AT 2950 W 25<sup>TH</sup> ST FOR SPRY COMMUNITY LINKS HIGH SCHOOL**

Approve entering into a renewal license agreement with the Boys & Girls Club for the use of space at 2950 West 25<sup>th</sup> Street for Spry School. A written license agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this license agreement is stated below.

**LICENSOR:** Boys & Girls Club of Chicago, an Illinois not-for-profit corporation  
2950 W. 25<sup>th</sup> St.  
Chicago, IL 60623  
Contact: Hermilo Hinojosa/ Phone: (773) 247-0700/ Email: hhinojosa@bgcc.org

**LICENSEE:** Board of Education of the City of Chicago

**PREMISES:** Portion of 2950 West 25<sup>th</sup> Street, Chicago, Illinois, consisting of 10 classrooms, gymnasium, swimming pool, locker rooms and 1 office.

**USE:** For use by students of Spry Community Links High School, located at 2400 South Marshall Boulevard, Monday through Friday from 8:00 a.m. through 3:00 p.m.

**ORIGINAL TERM:** The original term commenced on August 1, 2012 and ended June 30, 2013 (authorized by Board Report 12-0725-OP3). The lease was subsequently renewed through June 30, 2016 (authorized by Board Report 13-0724-OP1).

**RENEWAL TERM:** The renewal term shall commence July 1, 2016, and end June 30, 2019.

**EARLY TERMINATION:** The Board shall have the right to terminate upon 60 days notice.

**LICENSE FEE:** The Board shall pay an annual license fee of \$90,000, to be paid monthly (\$7,500/month).

**OTHER TERMS AND CONDITIONS:** All other terms and conditions of the license agreement shall remain the same.

**INSURANCE/INDEMNIFICATION:** The General Counsel is authorized to negotiate all insurance and indemnification provisions.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written renewal license agreement. Authorize the President and Secretary to execute the renewal license agreement. Authorize either the Chief Operating Officer, Chief Facilities Officer, or Chief of Capital Improvement to execute any and all ancillary documents required to administer or effectuate the agreement.

**AFFIRMATIVE ACTION:** Exempt.

**LSC REVIEW:** Not applicable.

**FINANCIAL:** The total amount to be paid by the Board for the 3 year term is \$270,000. Charge to Real Estate:

**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).

16-0525-PR1

**AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH SAGA INNOVATIONS, INC FOR IN-CLASS  
MATH TUTORING SERVICES**

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

Authorize the first renewal agreement with SAGA Innovations, Inc. to provide in-class math tutoring services to at-risk students at various high schools at an estimated annual cost set forth in the compensation section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to SAGA Innovations, 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 : 15-350031

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

**VENDOR:**

- 1) Vendor # 16228  
SAGA Innovations Inc.  
10 Laudholm Rd.  
Newton, MA 02458  
Alan Safran  
657 501-9401

Ownership: Non-Profit

**USER INFORMATION :**

Project 10870 - College and Career Success Office  
Manager: 42 West Madison Street  
Chicago, IL 60602  
Mather, Mr. Alan Wesley  
773-535-5100

PM Contact: 10871 - Science, Technology, Engineering, and Math (STEM)  
programs  
42 W Madison  
Chicago, IL 60602  
Curvey-Johnson, Mrs. Rukiya  
773-553-3549

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 15-0624-PR5) in the amount of \$500,000 is for a term commencing July 1, 2015 and ending June 30, 2016, with the Board having three (3) options to renew for one (1) year term. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

**OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing July 1, 2016 and ending June 30, 2017.

**OPTION PERIODS REMAINING:**

There are two (2) option periods for one (1) year terms remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide an intensive, high-dosage tutoring program that both personalizes and differentiates instruction for every student based on their academic needs and individual learning styles and will utilize a research and evidence based intervention for math to substantially increase the success of struggling students in grades 9 and 10. The tutoring will be done during the regular school day and does not include tutoring services after regular school hours. The program must be used with struggling students during the regular school day, in a structured class period, and shall allow students to work at their own level and pace, when appropriate. The program will provide a ratio of 1 tutor per 2 students during a period; a tutor will have a caseload of up to fourteen (14) students over the course of a school day and school year. Tutors working a full day will be required to be available during the regular school hours (7.5 hours), five days a week. Tutors that work a partial day must work a minimum of three hours during the regular school day. The number of students served per school will vary by selected school size, although it will be approximately 150 students per school. The projected schools for services are Amundsen High School, Bogan High School, Bowen High School, Chicago Vocational Career Academy (CVCA), Harlan High School, Little Village High School Campus, Kelyvn Park High School, and Wells High School. The total number of students across all these schools that will be served is 800. The program shall be for Board students identified as two or more grade levels below in math. The program shall include training of their tutors on managing students' behavior and strategies.

**DELIVERABLES:**

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

**OUTCOMES:**

Vendor's services will result in a successful math tutoring program that will increase the academic outcomes of the students involved. The program will decrease the achievement gap for students that are at least two grade levels behind in math so that they can catch up with their peers.

**COMPENSATION:**

Vendor shall be paid during this option period as follows: Estimated annual costs for this option period is set forth below: \$2,500,000 FY17.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a not-for-profit organization.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 332, Science, Technology, Engineering, and Math (STEM) Programs, Unit #10871 \$2,500,000.00, FY17. Not to exceed \$2,500,000.00 for the one year term. Future year funding is contingent upon budget appropriation and approval.

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**16-0525-PR2**

**AUTHORIZE THE FIRST RENEWAL AGREEMENTS WITH VENDORS TO PROVIDE  
SUPPLEMENTAL IN-SCHOOL ARTS EDUCATION SERVICES**

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

Authorize the first renewal agreements with vendors to provide supplemental in-school arts education services at an estimated annual cost as set forth in the Compensation Section of this report. 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 120 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 13-250080

Contract Administrator : Janus, Ms. Rene / 773-553-2280

**USER INFORMATION :**

Contact: 10810 - Teaching and Learning Office  
42 West Madison Street  
Chicago, IL 60602  
Gurley, Miss Annette Denise  
773-553-1216

Project Manager: 10890 - Arts  
501 West 35th Street  
Chicago, IL 60616  
Plummer, Mr. Evan Edward  
773-553-2170

**ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 14-0528-PR2) in the amount of \$10,000,000.00 are for a term commencing June 1, 2014 and ending May 31, 2016, with the Board having (2) two options to renew for (2) two year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

**OPTION PERIOD:**

The term of each agreement is being renewed for 2 years commencing June 1, 2016 and ending May 31, 2018.

**OPTION PERIODS REMAINING:**

There is one (1) option period for two (2) years remaining.

**SCOPE OF SERVICES:**

Vendors will continue to provide the services described below. In-School Arts Education Services, may be chosen by individual schools through partnerships with community based arts organizations, to supplement direct instruction from certified arts instructors at each school to help provide deeper, richer, and more connected arts learning to the city's arts and cultural life. Selected external arts partners/suppliers will provide in-school arts education services to the Board, which consist of two categories: (1) Student Services and (2) Teacher Services. The subcategories are (1a) Artist Residencies, (1b) Performances and Assemblies, (1c) Field Trips, (1d) Exhibitions and Productions, (2a) Professional Development and Workshops, and (2b) Coaching and Mentorship. In-school arts education services may address one art form or may encompass multiple art forms, including visual art, music, dance, theatre/ drama, media arts, literary arts, cultural arts, multi-disciplinary arts offerings, arts integration, and thematic approaches. All services will take place during school instruction hours and not before or after school.

**COMPENSATION:**

The sum of payments to all pre-qualified vendors for the renewal term shall not exceed \$500,000.00 in aggregate.

**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 Chief Executive Officer or his designee 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 MBE/WBE goals for this contract are 25% total MBE and 5% total WBE participation. Aggregated compliance of the vendors in the pool will be monitored on a quarterly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Various Funds.  
All schools and departments.  
Not to exceed FY2017 - \$250,000 and FY2018 - \$250,000  
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

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| <p>1) Vendor # 99541<br/>ACTORS GYMNASIUM, THE<br/>927 NOYES STREET<br/>EVANSTON, IL 60201<br/>Deanna Myers<br/>847 328-2795</p> <p>Not For Profit, Subcategories: (1a) (1b) (1d)</p>                              | <p>5) Vendor # 31581<br/>BARREL OF MONKEYS PRODUCTIONS<br/>4410 N. RAVENSWOOD AVE. #LL3<br/>CHICAGO, IL 60640<br/>Elizabeth Levy<br/>773 506-7140</p> <p>Not For Profit, Subcategories: (1a)</p>   |
| <p>2) Vendor # 99540<br/>ALL STARS THEATRE COMPANY<br/>4829 N. DAMEN #215<br/>CHICAGO, IL<br/>Arin Mulvaney<br/>773 289-2374</p> <p>Not For Profit, Subcategories: (1a) (1b)</p>                                   | <p>6) Vendor # 22531<br/>BLACK ENSEMBLE THEATER<br/>CORPORATION<br/>4450 N. CLARK STREET<br/>CHICAGO, IL 60640<br/>Jackie Taylor<br/>773 769-4451</p> <p>Not For Profit, Subcategories: (1a) (1c) (2a)</p>   |
| <p>3) Vendor # 35931<br/>ART ENCOUNTER<br/>927 NOYES ST. # 109<br/>EVANSTON, IL 60201<br/>Joanna Pinsky<br/>847 328-9222</p> <p>Not For Profit, Subcategories: (1a) (2a)</p>                                       | <p>7) Vendor # 97648<br/>BUBBLES WORLD, INC DBA BUBBLES<br/>ACADEMY<br/>1504 N. FREMONT<br/>CHICAGO, IL 60642<br/>Natalie Monterastelli<br/>312 944-7677</p> <p>Subcategories: (1a) (1b)</p>   |
| <p>4) Vendor # 81483<br/>AUDITORIUM THEATRE OF ROOSEVELT<br/>UNIVERSITY<br/>50 EAST CONGRESS PARKWAY<br/>CHICAGO, IL 60605<br/>Nicole Wetzell<br/>312 341-2353</p> <p>Not For Profit, Subcategories: (1a) (1c)</p> | <p>8) Vendor # 64915<br/>CARLA A. TANTILLO DBA MINDFUL<br/>PRACTICES<br/>204 S. RIDGELAND<br/>OAK PARK, IL 60302<br/>Carla Tantillo Philibert<br/>708 997-2178</p> <p>Ownership: Carla Tantillo Philibert - 100%,<br/>Subcategories: (1a) (1b) (1d) (2a)</p> |

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| <p>9)</p> <p>Vendor # 34824<br/>CHANGING WORLDS<br/>329 WEST 18 STREET, SUITE 506<br/>CHICAGO, IL 60616<br/>Nicole Cotto<br/>312 421-8040</p> <p>Not For Profit, Subcategories: (1a) (2a)</p>                              | <p>13)</p> <p>Vendor # 64487<br/>CHICAGO LIGHTS<br/>126 EAST CHESTNUT ST.<br/>CHICAGO, IL 60611<br/>Stacy Jackson<br/>312 981-3562</p> <p>Not For Profit, Subcategories: (1a)</p>  |
| <p>10)</p> <p>Vendor # 31736<br/>CHICAGO ARTS PARTNERSHIPS IN<br/>EDUCATION<br/>228 S. WABASH AVE., SUITE 500<br/>CHICAGO, IL 60604<br/>Amy Rasmussen<br/>312 870-6140</p> <p>Not For Profit, Subcategories: (1a) (2a)</p> | <p>14)</p> <p>Vendor # 22395<br/>CHICAGO SYMPHONY ORCHESTRA<br/>220 SOUTH MICHIGAN AVENUE<br/>CHICAGO, IL 60604<br/>Jon Weber<br/>312 294-3075</p> <p>Not For Profit, Subcategories: (1a) (1c) (2a)</p>                      |
| <p>11)</p> <p>Vendor # 73393<br/>CHICAGO CHILDRENS CHOIR<br/>78 E WASHINGTON ST. 5TH FLR.<br/>CHICAGO, IL 60602<br/>Pam Shortall<br/>312 849-8300</p> <p>Not For Profit, Subcategories: (1a)</p>                           | <p>15)</p> <p>Vendor # 10737<br/>CHICAGO YOUTH SYMPHONY<br/>ORCHESTRAS<br/>410 S. MICHIGAN AVE, SUITE 833<br/>CHICAGO, IL 60605<br/>Malika Coletta<br/>312 939-2207</p> <p>Not For Profit, Subcategories: (1a) (1b) (1c)</p> |
| <p>12)</p> <p>Vendor # 67054<br/>CHICAGO JAZZ PHILHARMONIC<br/>1111 NORTH WELLS STREET., STE 501<br/>CHICAGO, IL 60610<br/>Birdie Soti<br/>312 573-8932</p> <p>Not For Profit, Subcategories: (1a)</p>                     | <p>16)</p> <p>Vendor # 72093<br/>CHILD'S PLAY TOURING THEATRE<br/>5097 N. ELSTON AVE STE 203<br/>CHICAGO, IL 60630<br/>June Podagrosi<br/>773 235-8911</p> <p>Not For Profit, Subcategories: (1a) (1b) (2a)</p>              |

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| <p>17) Vendor # 46623<br/>CIRCESTEEM DBA CHICAGO YOUTH CIRCUS<br/>4730 NORTH SHERIDAN RD.<br/>CHICAGO, IL 60640<br/>Nicole Jordan<br/>773 732-4564</p> <p>Not For Profit, Subcategories: (1a) (1c)</p>   | <p>21) Vendor # 94892<br/>EDUMOTION, LLC DBA DANCING WITH CLASS<br/>5246 NORTH ELSTON AVE. 2ND FLR.<br/>CHICAGO, IL 60630<br/>Margot Toppen<br/>312 371-7318</p> <p>Subcategories: (1a) (1b) (2a)</p>                             |
| <p>18) Vendor # 12686<br/>CREATIVE DIRECTIONS OF ILLINOIS, LTD<br/>1227C CENTRAL ST.<br/>EVANSTON, IL 60201<br/>Karen L. Erickson<br/>847 328-6393</p> <p>Ownership: Karen L. Erickson - 100%,<br/>Subcategories: (1a) (1b) (1d) (2a) (2b)</p> | <p>22) Vendor # 61647<br/>ELLAMONIQUE BACCUS DBA WISDOMTREE<br/>15 S. HOMAN., APT 209<br/>CHICAGO, IL 60624<br/>Ellamonique Baccus<br/>312 212-3926</p> <p>Ownership: Ellamonique Baccus - 100%,<br/>Subcategories: (1a) (2a)</p> |
| <p>19) Vendor # 94674<br/>CROOKED DOOR STORYTELLING, LLC<br/>1342 WEST NORWOOD STREET<br/>CHICAGO, IL 60660<br/>Genevieve K. Waller<br/>773 330-8086</p> <p>Ownership: Genevieve K. Waller - 100%,<br/>Subcategories: (1a) (1b)</p>            | <p>23) Vendor # 22372<br/>EMERALD CITY THEATRE COMPANY, INC<br/>2936 NORTH SOUTHPORT AVE<br/>CHICAGO, IL 60657<br/>Gillian Gorra<br/>773 529-2690</p> <p>Not For Profit, Subcategories: (1a) (1c)</p>                             |
| <p>20) Vendor # 29860<br/>DUSABLE MUSEUM OF AFRICAN AMERICAN HISTORY, INC<br/>740 E. 56TH PLACE<br/>CHICAGO, IL 60637<br/>Dr. Carol Adams<br/>773 947-0600</p> <p>Subcategories: (1b) (1c)</p>   | <p>24) Vendor # 10741<br/>ENSEMBLE ESPANOL<br/>5500 NORTH ST. LOUIS AVE<br/>CHICAGO, IL 60625<br/>Jorge Perez<br/>773 442-5904</p> <p>Not For Profit, Subcategories: (1a) (1b) (1c)</p>   |

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| <p>25) Vendor # 99543<br/>FEHINTY AFRICAN THEATRE ENSEMBLE<br/>7362 NORTH DAMEN AVE. 1N<br/>CHICAGO, IL 60645<br/>Olateju S Adesida<br/>773 417-9997</p> <p>Not For Profit, Subcategories: (1a)</p> | <p>29) Vendor # 52307<br/>GO GET YOUR SMOCK INC.<br/>3000 WEST EASTWOOD AVE.<br/>CHICAGO, IL 60625<br/>Diane Sutliff<br/>773 588-0178</p> <p>Subcategories: (1a)</p>                                 |
| <p>26) Vendor # 81012<br/>FIFTH HOUSE ENSEMBLE<br/>332 S MICHIGAN AVE. SUITE 1032-F501<br/>CHICAGO, IL 60604<br/>Melissa Snoza<br/>224 715-6455</p> <p>Not For Profit, Subcategories: (1a) (1b)</p> | <p>30) Vendor # 30754<br/>HUBBARD STREET DANCE CHICAGO<br/>1147 WEST JACKSON<br/>CHICAGO, IL 60607-0000<br/>Belina Mizrahi<br/>312 850-9744</p> <p>Not For Profit, Subcategories: (1a) (1c) (2a)</p> |
| <p>27) Vendor # 35856<br/>FRANK LLOYD WRIGHT TRUST<br/>209 S. LASALLE STREET<br/>CHICAGO, IL 60604<br/>Kim Scata<br/>312 994-4030</p> <p>Not For Profit, Subcategories: (1a) (2a)</p>               | <p>31) Vendor # 45452<br/>IMAGINATION THEATRE INC<br/>4001 N. RAVENSWOOD AVE # 503-C<br/>CHICAGO, IL 60613<br/>Stephen Leaver<br/>773 327-6788</p> <p>Not For Profit, Subcategories: (1b)</p>        |
| <p>28) Vendor # 99539<br/>FULCRUM POINT NEW MUSIC PROJECT<br/>73 W. MONROE<br/>CHICAGO, IL 60603<br/>Avrom Goldstein<br/>312 953-5096</p> <p>Not For Profit, Subcategories: (1a)</p>                | <p>32) Vendor # 96575<br/>INTONATION MUSIC WORKSHOP<br/>4434 S. LAKE PARK AVE. SUITE 110<br/>CHICAGO, IL 60653<br/>Mike Simmons<br/>312 469-0554</p> <p>Not For Profit, Subcategories: (1a)</p>      |

- 33) Vendor # 27229  
 JOFFREY BALLET, THE  
 10 EAST RANOLPH STREET.  
 CHICAGO, IL 60601  
 Erica Edwards  
 312 386-8931  
  
 Not For Profit, Subcategories: (1a)
- 34) Vendor # 85037  
 KALAPRIYA FOUNDATION CENTER FOR  
 INDIAN PERFORMING ARTS  
 410 SOUTH MICHIGAN AVE., SUITE #470  
 CHICAGO, IL 60605  
 Pranita Jain  
 312 436-2789  
  
 Subcategories: (1a)
- 35) Vendor # 26055  
 LIFELINE PRODUCTIONS, INC DBA  
 LIFELINE THEATRE  
 6912 N GLENWOOD  
 CHICAGO, IL 60626  
 Alison Cain  
 773 761-4477  
  
 Not For Profit, Subcategories: (1a)
- 36) Vendor # 97156  
 LMS INNOVATIONS, INC DBA PLAY IN A  
 BOOK  
 2734 WEST LELAND AVE.  
 CHICAGO, IL 60625  
 Marlon St. John  
 773 329-0920  
  
 Ownership: Laura St. John - 51%/ Marlon St.  
 John- 49%, Subcategories: (1a) (2a)
- 37) Vendor # 17270  
 LOOKINGGLASS THEATRE COMPANY  
 875 N. MICHIGAN AVE., STE 1430  
 CHICAGO, IL 60611  
 Lizzie Perkins  
 773 477-9257X193  
  
 Not For Profit, Subcategories: (1a) (1c)
- 38) Vendor # 99537  
 MEMA-MUSIC INC  
 2334 WEST FARWELL AVE., #2W  
 CHICAGO, IL 60645  
 Jeanne Warsaw-Gazga  
 773 447-1963  
  
 Not For Profit, Subcategories: (1a)
- 39) Vendor # 33278  
 MERIT SCHOOL OF MUSIC  
 38 SOUTH PEORIA ST.  
 CHICAGO, IL 60607  
 Thomas F. Bracy  
 312 786-9428  
  
 Subcategories: (1a)
- 40) Vendor # 45622  
 MUNTU DANCE THEATRE  
 1809 EAST 71ST STREET, STE 203  
 CHICAGO, IL 60649  
 Denise Brown  
 773 241-6080  
  
 Not For Profit, Subcategories: (1a) (1b)

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| <p>41) Vendor # 20725<br/>MUSIC EDUCATION SERVICES, INC.<br/>1041 BONAVENTURE DRIVE<br/>ELK GROVE VILLAGE, IL 60007<br/>Steven Niernan<br/>847 805-1800</p> <p>Ownership: Steven Niernan - 100%,<br/>Subcategories: (1a)</p>    | <p>45) Vendor # 31814<br/>NORTHWESTERN UNIVERSITY<br/>SETTLEMENT 4<br/>1400 W AUGUSTA BLVD<br/>CHICAGO, IL 60622<br/>Tom Avetis<br/>773 278-7471</p> <p>Not For Profit, Subcategories: (1a) (1c)</p>   |
| <p>42) Vendor # 43996<br/>MUSIC HOUSE, INC<br/>2925 W DEVON AVENUE<br/>CHICAGO, IL 60659<br/>Richard Trumbo<br/>773 761-3770</p> <p>Ownership: Richard Trumbo - 50%/ Jeanne<br/>Trumbo - 50%, Subcategories: (1a) (2a)</p>      | <p>46) Vendor # 28983<br/>OLD TOWN SCHOOL OF FOLK MUSIC<br/>4544 NORTH LINCOLN AVE<br/>CHICAGO, IL 60625<br/>Melissa Mallinson<br/>773 728-6000</p> <p>Not For Profit, Subcategories: (1a) (1b) (1c)</p>                                     |
| <p>43) Vendor # 20070<br/>MUSIC INSTITUTE OF CHICAGO<br/>300 GREEN BAY ROAD<br/>WINNETKA, IL 60093<br/>Corrine Ness<br/>847 905-1500</p> <p>Subcategories: (1a) (1b) (1c) (2a) (2b)</p>   | <p>47) Vendor # 99599<br/>POCKET CIRCUS<br/>1836 RIDGELAND AVE<br/>BERWYN, IL 60402<br/>Maria Chichizola<br/>708 484-4093</p> <p>Ownership: Juan Carlos Friguglietti - 50%/<br/>Maria Gabriela Chichizola - 50%,<br/>Subcategories: (1b)</p> |
| <p>44) Vendor # 29483<br/>NORTHEASTERN ILLINOIS UNIVERSITY<br/>2<br/>NEIU TEACHER CENTER<br/>CHICAGO, IL 60622-5972<br/>Kate Dealy<br/>773 733-7330</p> <p>Ownership: Public Institution, Subcategories:<br/>(1a) (2a) (2b)</p> | <p>48) Vendor # 11634<br/>PROJECT DANZTHEATRE COMPANY DBA<br/>CHICAGO DANZTHEATRE ENSEMBLE<br/>2480 N. ALBANY SUITE 1<br/>CHICAGO, IL 60647<br/>Ellyzabeth Adler<br/>773 486-8261</p> <p>Not For Profit, Subcategories: (1a) (1b) (1d)</p>   |

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| <p>49) Vendor # 38368<br/>READING IN MOTION<br/>65 E. WACKER PLACE, SUITE 1800<br/>CHICAGO, IL 60601<br/>Michele Rudnick<br/>312 357-9463</p> <p>Subcategories: (2b)</p>                       | <p>53) Vendor # 23362<br/>SONES DE MEXICO ENSEMBLE<br/>P O BOX 13261<br/>CHICAGO, IL 60613<br/>Juan Dies<br/>773 728-1164</p> <p>Not For Profit, Subcategories: (1a)</p>                                     |
| <p>50) Vendor # 95174<br/>FOUNDATIONS OF MUSIC<br/>1801 W. BELLE PLAINE, SUITE 206<br/>CHICAGO, IL 60613<br/>Robin Koelsch<br/>312 255-9454</p> <p>Subcategories: (1a) (1b)</p>                | <p>54) Vendor # 24279<br/>STREET-LEVEL YOUTH MEDIA<br/>1637 N. ASHLAND<br/>CHICAGO, IL 60622<br/>Nancy Abbate<br/>773 862-5531</p> <p>Not For Profit, Subcategories: (1a) (1c) (2a)</p>                      |
| <p>51) Vendor # 99538<br/>SANDERS, MARTHA ELLEN DBA GREEN<br/>SCENE<br/>1217 WEST ROSEMONT<br/>CHICAGO, IL 60660<br/>Martie Sanders<br/>773 769-6488</p> <p>Subcategories: (1a)</p>            | <p>55) Vendor # 96406<br/>TINY'S PERFORMING ARTS CENTER, NFP<br/>5440 W Crystal St<br/>Chicago, IL 60651<br/>Samara Smith<br/>773 428-6400</p> <p>Subcategories: (1a)</p>                                    |
| <p>52) Vendor # 34171<br/>SGA YOUTH &amp; FAMILY SERVICES<br/>11 EAST ADAMS SUITE 1500<br/>CHICAGO, IL 60603<br/>Cristina Ocon<br/>312 447-4323</p> <p>Not For Profit, Subcategories: (1a)</p> | <p>56) Vendor # 32189<br/>URBAN GATEWAYS<br/>205 WEST RANDOLPH ST., SUITE 1700<br/>CHICAGO, IL 60606-1814<br/>Eric Delli Bovi<br/>312 922-0440</p> <p>Not For Profit, Subcategories: (1a) (1b) (2a) (2b)</p> |
|  | <p>57) Vendor # 37514<br/>VOICE OF THE CITY<br/>2823 NORTH MILWAUKEE AVE.<br/>CHICAGO, IL 60618<br/>Dawn Galtieri<br/>773 782-9471</p> <p>Not For Profit, Subcategories: (1a) (1b) (2a)</p>                  |
|  | <p>58) Vendor # 11060<br/>YOUTH GUIDANCE<br/>1 NORTH LASALLE ST., #900<br/>CHICAGO, IL 60602<br/>Michelle Morrison<br/>312 404-3242</p> <p>Not For Profit, Subcategories: (1a) (2a)</p>                      |

President Clark abstained on Board Report 16-0525-PR2.

16-0525-PR3

**AUTHORIZE THE FINAL RENEWAL AGREEMENT WITH THE COLLEGE BOARD FOR ADVANCED  
PLACEMENT EXAM SERVICES**

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

Authorize the final renewal agreement with The College Board to provide services for advanced placement and PSAT exams, instructional materials and professional development to the Office of Teaching and Learning and any school at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to The College Board during the option period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Janus, Ms. Rene / 773-553-3241

**VENDOR:**

- 1) Vendor # 22907  
College Entrance Examination Board DBA  
The College Board  
8700 W. BRYN MAWR AVENUE, STE.900N  
CHICAGO, IL 60631  
Jennifer McDonnell  
847 653-4500

Ownership: Non-Profit

**USER INFORMATION :**

Contact: 10810 - Teaching and Learning Office  
42 West Madison Street  
Chicago, IL 60602  
Gurley, Miss Annette Denise  
773-553-1216

Project  
Manager: 10845 - Magnet, Gifted and IB Programs  
42 West Madison Street  
Chicago, IL 60602  
Templin, Ms. Tracy L  
773-535-5100

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report #13-0424-PR2) in the amount of \$951,076 was for a term commencing May 1, 2013 and ending April 30, 2014, with the Board having three (3) options to renew for one (1) year each. The first renewal Agreement (authorized by Board Report #14-0723-PR7) in the amount of \$951,076 was for a term commencing May 1, 2014 and ending June 30, 2015. The second renewal Agreement (authorized by Board Report #15-0722-PR3) in the amount of \$1,000,000 was for a term commencing July 1, 2015 and ending June 30, 2016. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

**OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing July 1, 2016 and ending June 30, 2017.

**OPTION PERIODS REMAINING:**

There are no renewal options remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide:

Advanced Placement (AP) student examinations, grading and reporting of assessments practice examinations and instructional materials.

Annual data reports on student and school performance on AP tests.

Professional development workshops covering AP course offerings. Professional development workshops will be furnished for the length of the stated agreement, which is mutually selected, agreed upon, and scheduled by Vendor and the Board. During each workshop, Vendor will provide CPS officials, teachers and administrators with instructional strategies, technical training and associated support. Vendor will provide for this renewal the following:

Expand the administration of PSAT exams to all 9th, 10th and 11th grade students.

In 2015-2016, CPS administered the fall PSAT/NMQST to over 20,000 10th and 11th grade students at 79 schools who opted in to administer the assessment. This renewal includes an increase in investment to offer the PSAT in the fall and spring to all high school students in 9th, 10th, and 11th grade (fall administration only), over 60,000 additional students, as the high school district-wide assessment, for a total number of 80,000 students.

**DELIVERABLES:**

Vendor will continue to provide one set of materials per registered attendee per session 1 workshop. The list of materials for each session 1 workshop is described in the agreement with the Vendor. Vendor shall also provide an endorsed instructor to lead agreed upon session 1 workshops. Vendor shall continue to provide schools with the amount of Advanced Placement (AP) exams that are individually ordered by each school. Vendor shall continue to provide each school's AP teachers, AP coordinator, and designated school administrator access to the AP Online Score Reports website. Vendor will continue to provide students score results for all tests taken. Vendor will continue to provide school level performance data to CPS. Vendor will continue to provide current science lab materials, supplemental teaching materials and practice examinations to schools in a timely manner. Vendor will continue to provide schools with the amount of AP and Preliminary/SAT (PSAT) exams that are individually ordered by each school. Vendor will expand the administration exams to all 9th, 10th and 11th grade students.

**OUTCOMES:**

Vendor's services will continue to contribute to:

- 1) Teachers with increased AP content knowledge, teaching methodology and strategies through professional development to increase student access in AP courses.
- 2) An increased number of low-income students who take a rigorous college preparatory course such as AP.
- 3) An increased number of students who earn a "qualifying" score on AP exams.

**COMPENSATION:**

Vendor shall be paid during this option period as specified in the renewal agreement. Estimated annual costs for this option period are not to exceed the following: \$1,586,000.00, FY17.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

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

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115, Assessment, Unit #11210, \$865,000, FY17  
 Fund 115, Magnet, Gifted and IB Programs, Unit #10845, \$346,000.00, FY17  
 Fund 124, Multiple School Units, \$375,000.00, FY17

**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).

**16-0525-PR4**

**AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH NORTHWEST EVALUATION ASSOCIATION FOR ADAPTIVE GROWTH ASSESSMENT**

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

Authorize the extension of the agreement with Northwest Evaluation Association to provide adaptive growth assessment at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. No payment shall be made to Vendor during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Specification Number : 11-250057

Contract Administrator : Janus, Ms. Rene / 773-553-3241

**VENDOR:**

- 1) Vendor # 43763  
NORTHWEST EVALUATION  
ASSOCIATION  
121 NW EVERETT STREET  
PORTLAND, OR 97209  
Molly Held  
503 624-1951

**USER INFORMATION :**

**Contact:**

10810 - Teaching and Learning Office  
42 West Madison Street  
Chicago, IL 60602  
Gurley, Miss Annette Denise  
773-553-1216

**Project**

**Manager:**

11210 - Assessment  
42 West Madison Street  
Chicago, IL 60602  
Swartz, Miss Claudinette M  
773-553-2430

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 12-0222-PR3 as amended by 13-0123-PR1) in the amount of \$5,000,000 is for a term commencing March 1, 2012 and ending June 30, 2013, with the Board having three (3) options to renew for periods of one (1) year each. The agreement was renewed (authorized by Board Report 13-0626-PR1) in the amount of \$4,000,000 for a term commencing July 1, 2013 and ending June 30, 2014. The agreement was renewed for a second time (authorized by Board Report 14-0625-PR3) in the amount of \$3,500,000 for a term commencing on July 1, 2014 and ending June 30, 2015. The agreement was amended and renewed for a third time (authorized by Board Report 15-0722-PR1) in the amount of \$3,100,000 for a term commencing on July 1, 2015 and ending June 30, 2016. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

**EXTENSION PERIOD:**

The term of this agreement is being extended for one (1) year commencing July 1, 2016 and ending June 30, 2017.

**SCOPE OF SERVICES:**

Vendor will continue to provide assessments, reporting tools, professional development, consulting services, and implementation support for a computer-based adaptive assessment that will provide data that can be used to improve instruction and measure student learning growth. Additional services provided may include, but are not necessarily limited to, technical support, project management, and problem resolution, training, technology support and guidance from content and measurement experts. This program serves students in kindergarten through grade 8.

**USE OF SOFTWARE:** The Board will use the software to administer multiple assessments each year in reading, mathematics, and science. Online student result reports will be immediately available upon the conclusion of testing. The system will provide web-based analytic and reporting tools that are easy to use and intuitive for users at all technical skill levels. Vendor will provide, and Board staff shall have access to, in-person and online professional development and training opportunities to learn the concepts and practices necessary to administer the assessment and apply its results to instruction.

**DELIVERABLES:**

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

**OUTCOMES:**

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

**COMPENSATION:**

Vendor shall be paid during this extension period in accordance with the prices contained in the extension agreement; Estimated annual costs for this extension period are set forth below:  
\$2,200,000.00, FY17

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

NWEA is a non-profit organization and therefore the district's M/WBE goal requirements do not apply.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115  
Student Assessment, Unit 10810  
\$2,200,000.00, FY17  
Not to exceed \$2,200,000.00 for the one (1) one year term

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

16-0525-PR5

**AUTHORIZE A NEW AGREEMENT WITH AMPLIFY EDUCATION INC. AND NORTHWEST EVALUATION ASSOCIATION FOR THE PURCHASE OF AN EARLY GRADES ASSESSMENT SYSTEM**

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

Authorize new agreements with Amplify Education, Inc. and Northwest Evaluation Association for the purchase of an early grades assessment system at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for these services are currently being negotiated. No services may be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 16-350012

Contract Administrator : Janus, Ms. Rene / 773-553-3241

**VENDOR:**

- 1) Vendor # 12990  
AMPLIFY EDUCATION, INC F/K/A  
WIRELESS GENERATION, INC.  
55 WASHINGTON ST., STE 900  
BROOKLYN, NY 11201-1071  
Michael Kasloff  
212 213-8177

For Profit: Amplify Education Partners -100%

- 2) Vendor # 43763  
NORTHWEST EVALUATION  
ASSOCIATION  
121 NW EVERETT STREET  
PORTLAND, OR 97209  
Jacob Carroll  
503 624-1951

Not For Profit

**USER INFORMATION :**

Contact:  
10810 - Teaching and Learning Office  
42 West Madison Street  
Chicago, IL 60602  
Gurley, Miss Annette Denise  
773-553-1216

Project  
Manager: 11210 - Assessment  
42 West Madison Street  
Chicago, IL 60602  
Nestler, Ms. Kathryn E  
773-553-2430

**TERM:**

The term of each agreement shall commence on July 1, 2016 shall end June 30, 2018. The agreements shall have two (2) options to renew for periods of two (2) years each.

**EARLY TERMINATION RIGHT:**

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

**DESCRIPTION OF PURCHASE:**

Vendors will provide an early grades assessment system for approximately 396 schools and the following services:

Assessments: Reliable, valid, research-based screening, diagnostic, and progress monitoring assessment tools for students in kindergarten through grade 2.

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 assessment or methods.

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

Integrated Program of Assessment and Instruction: Vendors 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 Requirements:** Vendors will submit a project plan that outlines how it will address all aspects of the project implementation period. Vendors 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.

**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 vendors' 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.

**COMPENSATION:**

Vendors shall be paid during the initial term in accordance with the prices specified in their respective written agreement; Estimated aggregate annual costs for this option period are set forth below: \$3,500,000 FY17 and FY18

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

The MWBE goals of the solicitation were 30% MBE and 7% WBE. These goals will apply only to the for-profit company which is Amplify. NWEA is a non-profit organization and therefore the district's MWBE goal requirements do not apply.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115

Department of Teaching and Learning, Unit 10810

\$1,750,000.00 FY17

\$1,750,000.00 FY18

Future year funding is contingent upon budget appropriation and approval

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**16-0525-PR6**

**AUTHORIZE A NEW AGREEMENT WITH SCHOOL SPECIALTY AND LAKESHORE LEARNING FOR THE PURCHASE OF EDUCATIONAL SUPPLIES**

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

Authorize new agreements with vendors for the purchase of educational supplies at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-2.7 which authorizes the Board to purchase through government purchasing cooperative contracts. The Cooperative Purchasing Network (TCPN) issued an RFP (Solicitation# 14-16) and subsequently entered into contracts with School Specialty, Inc. (TCPN# R141608) and Lakeshore Learning Materials (TCPN# R141604). Written agreements for this purchase are currently being negotiated. No goods may be ordered or received and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

Contract Administrator : Janus, Ms. Rene / 773-553-3241

**VENDOR:**

- 1) Vendor # 26218  
SCHOOL SPECIALTY, INC  
W6316 DESIGN DRIVE  
GREENVILLE, WI 54942-0000  
Stephen Herren  
888 388-3224  
For Profit: Gene T Preta-24.2%, Frigate  
Ventures Lp (Bruce Winson, Adam Spears,  
Moez Kassam) -11.4%
- 2) Vendor # 18171  
LAKESHORE LEARNING MATERIALS  
2695 E DOMINGUEZ ST  
CARSON, CA 90895  
Tery Amaya  
310 537-8600  
For Profit: Charles P. Kaplan-37.1%,  
Michael A. Kaplan-37.1%

**USER INFORMATION :**

Contact: 10810 - Teaching and Learning Office  
42 West Madison Street  
Chicago, IL 60602  
Gurley, Miss Annette Denise  
773-553-1216

Project  
Manager: 11385 - Early Childhood Development - City Wide  
42 West Madison Street  
Chicago, IL 60602  
Kim, Mr. David  
773-553-2010

**TERM:**

The term of each agreement shall commence on June 1, 2016 and shall end May 31, 2017. The agreements shall have two (2) options to renew for terms of one (1) year each.

**EARLY TERMINATION RIGHT:**

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

**DESCRIPTION OF PURCHASE:**

Vendors will provide classroom educational and associated supplies to schools, network offices and central office departments at the prices specified in their respective agreement for the following categories:

1. Classroom Supplies
2. Art Supplies
3. Early Childhood Supplies

**OUTCOMES:**

This purchase will result in the centralized procurement of Classroom Educational Supplies with increased savings on all classroom educational supplies purchased by CPS.

**COMPENSATION:**

Vendors shall be paid in accordance with the unit prices contained in their agreement; total cost not to exceed the sum of \$3,500,000.00 in aggregate.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services and Construction Contracts, the goals for this award are 15% MBE and 5% WBE.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Source of Funds: Various

Charge to various schools and central office departments

Fiscal Years

FY2016 - \$500,000.00

FY2017 - \$1,500,000.00

FY2018 - \$1,500,000.00

Future year funding is contingent upon budget appropriation and approval.

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**16-0525-PR7**

**AMEND BOARD REPORT 14-0226-PR11**  
**AUTHORIZE A NEW AGREEMENT WITH ARAMARK MANAGEMENT SERVICES LIMITED**  
**PARTNERSHIP FOR CUSTODIAL SERVICES**

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

Authorize a new agreement with Aramark Management Services Limited Partnership to provide custodial services to the Department of Facilities at a total cost not to exceed \$260,300,000. 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 the Vendor and no payment shall be made to the Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This May 2016 amendment is necessary to expand the current scope to include Integrated Facility Management services at 20-25 schools, to revise the cost per square foot to add or delete cleanable space, and to contractually establish CPS responsibility for substitute custodians. No increase to the compensation amount is required; a written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this amended Board Report.

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

**VENDOR:**

- 1) Vendor # 30689  
ARAMARK MANAGEMENT SERVICES  
LIMITED PARTNERSHIP  
1101 MARKET STREET  
PHILADELPHIA, PA 19107  
Don Janous  
773 534-3270

**USER INFORMATION :**

Contact: 12210 - Procurement and Contracts Office  
42 West Madison Street  
Chicago, IL 60602  
Norgren, Mrs. Leslie  
773-553-2280

**TERM:**

The term of this agreement shall commence on March 1, 2014 and shall end February 28, 2017. This agreement shall have two (2) options to renew for periods of one year each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 60 days written notice.

**SCOPE OF SERVICES:**

Vendor will supply all equipment, supplies, and labor (supervision, training, and management) necessary to provide custodial services for all schools, excluding a group of pre-selected schools which will be managed separately. Custodial services includes management of Board custodians, who will receive training and supervision by Vendor.

Vendor will also provide a custodial call-center to serve CPS schools to manage work order requests and respond to emergencies. Vendor will ensure the optimal operation of the facilities and maintenance of the Board's Standard Cleaning Specifications. These specifications are consistent with delivering services at a Level 2 standard for APPA ratings.

Vendor shall provide custodians to engage in nighttime deep cleaning along with daytime cleaning.

Vendor shall provide a manager to ensure delivery of Services and proper supervision of employees. Manager has responsibility for managing all functions, providing necessary reports, managing budgets, acting in a fiduciary capacity for protection and maintenance of equipment, serving as a relationship manager on behalf of the provider and proposing new cost savings or efficiency projects. This is not intended to be an all inclusive description of duties, but is providing insight to the Board's minimum expectations.

In addition, beginning in the summer of 2016, Vendor will provide Integrated Facility Management services at 20-25 schools.

**DELIVERABLES:**

- 1) Reduce CPS's custodial services cost while maintaining a high standard of service and quality.
- 2) Ensure consistency and timely delivery of services.
- 3) Continuously improve quality and service levels and drive year-over-year cost reductions.
- 4) Eliminate inefficiencies.
- 5) Establish common standards for service across the District.
- 6) Better align vendor interests with CPS's interests.
- 7) Implement industry-best practices and technology enhancements, where applicable.

**LEASE OF SPACE:** The Board authorizes the lease of space in CPS facilities to the Vendor and delegates authority to the Chief Administrative Officer and General Counsel to negotiate the terms and conditions of the lease.

**OUTCOMES:**

Vendor will provide custodial services which will result in an enhanced learning environment across the district at an improved cost structure. There will be a consistent cleanliness standard across the district. A call center will provide improved response time and visibility to school administrators. School administrators will have more resources to focus on instruction and family and community engagement.

Managing custodial services through Vendor is more cost effective than using our current system since they will infuse best in class technology to improve cleanliness of the schools with less manpower. Supplies will be purchased and inventoried using national leverage to reduce cost and drive standardization across the district.

**COMPENSATION:**

Vendor shall be compensated as specified in the agreement, total compensation not to exceed the sum of \$260,300,000 for a three (3) year term.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions, including any indemnities to be provided to Vendor, in the written custodial services agreement, amendment and lease agreement. Authorize the President and Secretary to execute the custodial services agreement, amendment and lease agreement. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this transaction.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services and Construction Contracts, the overall M/WBE District goals for this award are 30% total MBE and 7% WBE. The selected vendor has scheduled the following participation for their awarded category.

**58% 74% of Total Contract Value With:**

Total MBE: 58% 44%

Vargas Group

53 W. Jackson Blvd., Suite 1060

Chicago, IL 60604

UBM Facility Services

166 East Street

Carol Stream, IL 60188

Total Facility Maintenance, Inc. Cleaning Company

615 Wheat Lane, Ste. C

Wood Dale, IL 60191

Total WBE: 30%

We Clean Maintenance and Supplies, Inc.

7545 W. 99th St.

Bridgeview, IL 60455

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Facilities Department

Fund 230

FY14, FY15, FY16, FY17; not to exceed \$260,300,000

Future funding is contingent on 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).

**16-0525-PR8**

**AMEND BOARD REPORT 15-0624-PR19**

**AMEND BOARD REPORT 14-0226-PR12**

**AUTHORIZE A NEW AGREEMENT WITH SODEXOMAGIC, LLC FOR INTEGRATED FACILITY  
MANAGEMENT SERVICES**

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

Authorize a new agreement with SodexoMAGIC, LLC to provide fully integrated facility management (IFM) services to the Department of Facilities at a total cost not to exceed \$80,000,000. 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.

This June 2015 amendment is necessary to authorize SodexoMagic, LLC to invest \$5 million in energy efficiency projects at various CPS schools. The investment will be amortized from the date the funds are provided through February 28, 2019. If the contract is terminated or not renewed, the Board must pay the unamortized amount and a 10% asset recovery fee. A written amendment is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this Board Report.

This May 2016 amendment is necessary to expand SodexoMagic, LLC's scope to include IFM services at approximately 30 additional schools. No increase to the compensation amount is required; a written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this amended Board Report.

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

**VENDOR:**

- 1) Vendor # 99426  
SODEXOMAGIC, LLC  
9801 WASHINGTON BLVD.  
GAITHERSBURG, MD 20878  
John Klopstein  
301 987-4270  
Ownership: Magic Food Provision Llc -  
Member, Sodexo Operations Llc - Member

**USER INFORMATION :**

Contact: .11860 - Facility Operations & Maintenance  
42 West Madison Street  
Chicago, IL 60602  
Norgren, Mrs. Leslie  
773-553-2960

**TERM:**

The term of this agreement shall commence on March 1, 2014 and shall end February 28, 2017. This agreement shall have two (2) options to renew for periods of one (1) year each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 60 days written notice.

**SCOPE OF SERVICES:**

Vendor will perform full integrated facilities management across a pre-selected group of schools. Currently 33 schools have been identified, but the number of schools may fluctuate over the term of the contract. Vendor will manage custodial services, engineering services, various trades, landscaping, snow removal and pest control for the pre-selected schools. Vendor will provide a consolidated data solution and a call center for the entire district (which will include the 33 pre-selected schools and schools outside the pre-selected schools). The consolidated data solution will manage other facilities management services providers across the entire district to ensure consistent delivery of service and establish a single point of contact for Principals. The call center will also manage other facilities management services providers across the entire district, excluding custodial services in schools outside the 33 pre-selected schools.

Vendor will be responsible for regularly assessing the conditions of the buildings, equipment, and systems; developing and implementing building operations, preventive maintenance, and establishing capital plan recommendations necessary to maintain, preserve, and keep the premises in good condition. As part of these responsibilities the Vendor will:

- 1) Invest in system upgrades and repairs which will improve and ensure the efficient performance of building automation systems and reduce overall energy spend with targeted upgrades;
- 2) Provide professional development for all CPS Board engineering employees to enhance their skills and improve productivity.
- 3) Ensure the quality of work performed and reduce the costs within the operational areas through the call center.
- 4) Create a partnership structure with CPS that will generate the necessary savings and framework for a gainsharing approach that offsets the cost of the data solution and call center.

**DELIVERABLES:**

Full integrated facility management for 33 pre-selected schools, including custodial services, engineering services, various trades, landscaping, snow removal and pest control.  
Call center for the entire district for quick responses to school needs (excluding custodial services in schools outside pre-selected schools).  
Consolidated data solution for the entire district.  
Buildings cleaned to a level 2 APPA standard.  
Best in class technology; equipment and training.  
Comprehensive asset inventories.  
Strong data systems to empower CPS to make data-driven long term financial decisions.

**LEASE OF SPACE:** The Board authorizes the lease of space in CPS facilities to the Vendor and delegates authority to the Chief Administrative Officer and General Counsel to negotiate the terms and conditions of the lease.

**OUTCOMES:**

Vendor will provide the skills and experience needed to manage every aspect of facility management to a group of pre-selected schools using cutting-edge building monitoring technology which provide data driven decision by CPS, such as repair vs. replacement of assets. The benefits and outcomes to CPS are:

- 1) Cost Efficiency - By managing services under one umbrella, costs will be managed more effectively.
- 2) Consistency - Establishing one standard level of services for all schools will result in consistent service across the District.
- 3) Improved Productivity - The ability to share resources and management will create enhanced levels of productivity.
- 4) Professional Development - CPS FM employees will receive comprehensive training and development on an ongoing basis to enhance their skills and the services they provide to the schools.
- 5) Communication - Vendor will coordinate many different service providers, the communication process will be simplified and more sophisticated communication tools will be created.
- 6) Turnkey/Convenience - Principals, staff, and CPS Leadership will quickly connect with the right person and resolve problems with a "turnkey" solution.
- 7) Responsiveness - Principals and their teams will have a high level of confidence that their FM Partner will respond quickly and efficiently.
- 8) Accountability - One partner will manage all processes and will be responsible for the program results.
- 9) Program Quality - The end result will be enhanced program quality that provides a safer, attractive more comfortable learning environment for all students.

**COMPENSATION:**

Vendor shall be compensated as specified in the agreement; total not to exceed the sum of \$80,000,000, for the three (3) year term.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions, including any indemnities to be provided to Vendor, in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services and Construction Contracts, the overall M/WBE District goals for this award are 30% total MBE and 7% total WBE. The selected vendor has scheduled the following participation for their awarded category.

**57% of Total Contract Value With:**

**Total MBE: 50%**

RJB Properties, Inc.  
1229 N. Branch, Ste. 212 B  
Chicago, IL 60622  
Ownership: Ronald Blackstone

**Total WBE: 7%**

Christy Webber and Company  
2900 W. Ferdinand St.  
Chicago, IL 60612  
Ownership: Christy Webber

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Facilities Department  
Fund 230 - FY14, FY15, FY16, FY17 not to exceed \$80,000,000  
Future year funding is contingent on budget appropriation and approval.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**16-0525-PR9**

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

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

This report details the award of Capital Improvement Program construction contracts in the total amount of \$11,290,516.39 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of \$553,411.53 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 pre-qualified general contractors and other miscellaneous construction contracts awarded outside the pre-qualified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

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

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482, 483, 484  
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).

Appendix A  
May 2016

SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM.	ACTION	PROJECT SCOPE AND NOTES				REASONS FOR PROJECT
Curie School	FRIEDLER CONSTRUCTION CO.	3081890	BID	\$ 315,386.00	3/17/2016	7/15/2016	2016	AA 0	H 37	A 0	WBE 5	Renovate the boys and girls locker rooms including shower areas.	8	
Dunbar School	WIGHT & COMPANY	3084166	BID	\$ 3,409,000.00	3/24/2016	8/22/2016	2016	16	6	15	8	Renovation of existing shop spaces for new CTE programs (HVAC & Refrigeration, Advanced Carpentry, Welding, Electrical Lab). New CTE Program Office and additional Computer Rooms for CTE Programs. Renovation to include, finishes, MEP and ADA requirements. Relocate existing programs (Art, Drivers Ed) that are being housed in the shop spaces.	7	
Garfield Park	K.R. MILLER CONTRACTORS, INC.	3081902	JOC	\$ 92,930.39	3/17/2016	4/29/2016	2016	0	29	0	0	Provide emergency mitigation and stabilization to water damaged areas at Garfield Park. Repair and temporary patch roof at impacted areas. Repair finishes as required.	4	
Morgan Park	BUCKEYE CONSTRUCTION CO INC	3084220	BID	\$ 620,500.00	3/24/2016	8/5/2016	2016	0	31	0	1	The intent of the project is for lockers at Morgan Park HS to be partially replaced, and partially repaired. Repairs include new locker doors/hardware, locker tags, new metal head/jamb trim, and painting of lockers. Additional repairs will be done to the corridors, including patching and painting of areas related to work, and partial painting of walls.	8	
Orr School	COURTESY ELECTRIC, INC	3081901	BID	\$ 205,000.00	3/17/2016	8/26/2016	2016	0	0	25	10	Replace the indoor diesel generator with an outdoor natural gas fire generator, and replace all required auxiliaries. This project will be performed by Asset.	2	
Scammon School	K.R. MILLER CONTRACTORS, INC.	3083919	BID	\$ 6,647,700.00	3/24/2016	9/2/2017	2015	3	21	9	4	Provide structural modifications to roof structure to eliminate Dever Beams and reinforce concrete beams in the attic space. Provide masonry rebuild at walls and parapets and provide interior improvements to finishes damaged by water infiltration. Select masonry and roof renovations at the boiler house and tunnel. Fall 2015 ADD Six Elements of accessibility as required by CBC which includes; New elevator, Gut and renovation of 1 boy's Gang and 1 Girl's Gang Toilet, provide 1 Unisex toilet, accessible Drinking Fountains and a New front entry including slopped walk.	4	
				\$ 11,290,516.39										

Reasons:

1. Safety
2. Code Compliance
3. Fire Code Violations
4. Deteriorated Exterior Conditions
5. Priority Mechanical Needs
6. ADA Compliance
7. Support for Educational Portfolio Strategy
8. Support for other District Initiatives
9. External Funding Provided

**CPS**Chicago Public Schools  
Capital Improvement Program**May 2016**These change order approval cycles range from  
03/01/2016 to 03/31/20164/12/16  
Page 1 of 4**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>James Shields Elementary School</b>									
<b>2016 Shields TUS 2016-25361-TUS</b>									
Reliable & Associates			\$572,800.00	14	\$81,739.30	\$654,539.30	14.27%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
02/29/16	03/02/16	Contractor to provide labor and material to repair a disconnected duct above modular classroom and re-connect duct to allow designed flow of conditioned air.				Discovered Conditions		3000889	\$2,905.00
02/29/16	03/08/16	Contractor to provide labor and material for removing and re-installing louvers with insulated blank-off panels in classroom modular.				Omission – AOR			\$3,899.90
<b>Project Total: \$6,804.90</b>									
<b>Maria Saucedo Scholastic Academy</b>									
<b>2016 Saucedo ROF 2016-29151-ROF</b>									
K.R. Miller Contractors, Inc			\$10,087,900.00	47	\$1,919,481.84	\$12,007,381.84	19.03%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
09/15/15	03/23/16	Contractor to provide labor and material for installing exit devices with electronic latch bolt retraction and is to be activated via existing AI Phone/Security release system.				Error - Architect		2918417 / 2945458 / 3000887	14-1022-PR5 \$17,500.60
03/23/16	03/24/16	Contractor to provide labor and material for reconstruction and replacement of deteriorated and non-water tight upper roof panels. Additional scope includes removing existing wood parapet, wood sheathing and wood framing with the existing clay tile to be saw-cut and a sheet metal gravel stop is to be installed at the roof edge. Exterior insulation, break metal support channels, exterior gypsum sheathing and pre-finished exterior metal panels is also to be installed.				Discovered Conditions			\$196,218.85
02/03/16	03/23/16	Contractor to provide labor and material to provide plaster ceiling repair and paint to restore the opened ceiling after site investigation for installation of new structural framing plan.				Discovered Conditions			\$7,888.74
03/04/16	03/08/16	Contractor to provide labor and material for additional VCT installation.				School Request			\$2,448.60
02/01/16	03/09/16	Contractor to provide labor and material for installing VCT replacement flooring in select classrooms that were no longer adhering to substrate.				Discovered Conditions			\$4,785.90
<b>Project Total: \$228,842.69</b>									

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

**CPS**Chicago Public Schools  
Capital Improvement Program**May 2016**These change order approval cycles range from  
03/01/2016 to 03/31/20164/12/16  
Page 2 of 4**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Sir Miles Davis Magnet</b>									
<b>2015 Davis ICR 2015-29391-ICR</b>									
Murphy & Jones Co., Inc.			\$24,767.00	1	\$2,499.20	\$27,266.20	10.09%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
03/17/16	03/17/16	Contractor to provide labor and material for installing new lock for existing unisex door and paint door & frame to match existing.				Owner Directed		3000888	\$2,499.20
									<b>Project Total: \$2,499.20</b>
<b>Crown Community Academy Fine Arts Center</b>									
<b>2016 Crown STR 2016-31041-STR</b>									
Reed Construction			\$337,600.00	3	\$26,333.42	\$363,933.42	7.80%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
03/21/16	03/24/16	Contractor to provide labor and material for damaged roof areas in gymnasium for lead abatement and demolition work for removing cast iron pipe that contains the blockage, removal of existing plaster ceiling, provide new spun iron from roof drain to existing 4" iron pipe with all required connections and fittings, replace areas of damaged ceiling with 5/8" gypsum wall board and fasten to existing roof joists and tape and paint to match repaired areas.				Discovered Conditions		2899695	14-1022-PR5 \$18,473.84
									<b>Project Total: \$18,473.84</b>

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

**CPS**Chicago Public Schools  
Capital Improvement Program**May 2016**These change order approval cycles range from  
03/01/2016 to 03/31/20164/12/16  
Page 3 of 4**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Albert G Lane Technical High School									
2015 Lane Tech MCR 2015-46221-MCR									
Tyler Lane Construction, Inc.			\$50,164,330.00	56	\$1,463,530.49	\$51,627,860.49	2.92%		
Change Date	App Date	Change Order Descriptions	Reason Code						
02/25/16	03/08/16	Contractor to provide labor and material for installing conduit from existing main switchboard to new ground bus in existing distribution panel.	2867615 / 3002938 / 3060061 Safety Issue					11-0525-PR8 \$12,099.00	
03/05/16	03/08/16	Contractor to provide a credit for light fixtures at roof areas 2 and 4 facing into the courtyard.	Owner Directed					-\$1,247.00	
03/05/16	03/08/16	Contractor to provide labor and material due to IFC changes to revised handrail specifications at LULA ramp as a result of MOPD review.	Permit Code Change					\$2,943.00	
02/16/16	03/06/16	Contractor shall provide all labor, materials, tools and equipment including but not limited to replacing the existing or missing duplex sewage ejector pumps, duplex condensate pumps and assembly, piping, wiring, conduits, junction boxes, and control panels in conformance with Bulletin #54 MEP drawings.	Discovered Conditions					\$212,790.00	
03/05/16	03/08/16	Contractor to provide labor and material for removing existing window A/C unit and receptacle and providing new window A/C unit.	Discovered Conditions					\$3,745.00	
02/16/16	03/08/16	Contractor to provide labor and material for additional F9 light fixture in courtyard below grade (window well area) of north elevation.	Owner Directed					\$954.00	
03/05/16	03/06/16	Contractor to provide labor and material for re-lamping the Auditorium light fixtures with LED 40w lamps and repair deteriorated wire (fixture and circuit) as required.	Discovered Conditions					\$19,958.00	
Project Total: \$251,242.00									

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

CPS

Chicago Public Schools  
Capital Improvement Program

May 2016

These change order approval cycles range from  
03/01/2016 to 03/31/20164/12/16  
Page 4 of 4

## CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Collins Academy High School</b>									
<b>2016 Collins ROF 2016-49131-ROF</b>									
Reliable & Associates			\$4,624,533.00	25	\$290,979.20	\$4,915,512.20	6.29%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
03/08/16	03/24/16	Contractor to provide labor and material for repairing inoperable fire alarm system components in pool and mechanical room areas due to previous deficiencies.				Discovered Conditions	2916898 / 3001424		14-1022-PR5 \$12,326.70
03/04/16	03/08/16	Contractor to provide labor and material for installing new isolation pads for lighting protection run on roof.				Discovered Conditions			\$36,920.13
									<b>Project Total: \$49,246.83</b>
<b>Phoenix Military Academy</b>									
<b>2016 Phoenix CSP 2016-55011-CSP</b>									
K.R. Miller Contractors, Inc			\$664,000.00	8	\$26,388.34	\$690,388.34	3.97%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
01/28/16	03/08/16	Contractor to provide labor and material to install the included radiator valve at the existing radiator in the shower room.				Discovered Conditions	3004958		\$2,702.07
01/12/16	03/08/16	Contractor to provide a credit to remove the tack strip installation from the project.				Owner Directed			-\$6,400.00
									<b>Project Total: -\$3,697.93</b>

Total Change Orders for this Period \$553,411.53

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

16-0525-PR10

**AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH CDW-G TO PROVIDE SOFTWARE PRODUCTS AND SERVICES**

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

Authorize the first renewal agreement with CDW Government (CDW-G) to provide software resale products and services to schools and administrative offices at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to CDW-G during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Knowles, Mr. Jonathan / 773-553-2280

**VENDOR:**

- 1) Vendor # 63673  
CDW GOVERNMENT, LLC  
300 NORTH MILWAUKEE AVE.  
VERNON HILLS, IL 60061  
Sean Dillon  
877 489-8641

Ownership: Publicly Traded

**USER INFORMATION :**

Project  
Manager: 12510 - Information & Technology Services  
  
42 West Madison Street  
  
Chicago, IL 60602  
  
Wagner, Mr. Edward Joseph  
  
773-553-1300

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 13-0626-PR37) in the amount of \$16,683,000 is for a term commencing August 1, 2013 and ending July 31, 2016, with the Board having two (2) options to renew for 2 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 renewed for two (2) years commencing August 1, 2016 and ending July 31, 2018.

**OPTION PERIODS REMAINING:**

There is one (1) option period for two (2) years remaining.

**SCOPE OF SERVICES:**

CDW-G will continue to provide all Microsoft software titles and commercial off-the-shelf software titles that are ready made and available for the sale, lease, or license. Vendor will function as the Enterprise Software Reseller of Record for Board software agreements. Vendor will also continue to provide the following services: software order fulfillment services, automated on-line order fulfillment and license management services, general maintenance and support services, implementation, configuration and support services, and recommendations on enterprise licensing strategies.

**OUTCOMES:**

CDW-G will continue to provide services that will centralize and simplify the acquisition of software, licenses, software implementation/configuration, software maintenance, and support services for all Microsoft products and all commercial off-the-shelf (COTS) software used by all network offices, remote central office locations, central office departments, and schools.

**COMPENSATION:**

Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed \$10,000,000.00 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 Chief Procurement Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services and Construction Contracts, the goals for this award are 30% MBE and 7% WBE. These goals will only apply to the services portion of the contract.

**Total MBE - 30%**

KBS Computer Services  
418 Highland Road  
Matteson, Illinois 60443  
Contact: Anthony Kitchens

**Total WBE - 7%**

Douglas Stewart  
2402 Advance Road  
Madison, WI 53718  
Contact: Libby Sorensen

Liquid PC, Inc.  
Loretta Sivret, Owner and President  
124 Heritage Ave.  
Portsmouth, NH 03801

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Various Funds, ITS 12510  
FY17- \$5,000,000  
FY18- \$5,000,000

**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).

**16-0525-PR11**

**AUTHORIZE THE SECOND RENEWAL AGREEMENT WITH TRUE NORTH LOGIC TO PROVIDE SOFTWARE AND SUPPORT SERVICES**

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

Authorize the second renewal agreement with True North Logic to provide performance evaluation software and hosting services to the school district at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to True North Logic during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Knowles, Mr. Jonathan / 773-553-2280

**VENDOR:**

- 1) Vendor # 87784  
TRUE NORTH LOGIC  
8180 S. 700 E. SUITE 250  
SANDY, UT 84070  
Nancy Bauma  
801 453-0136

Ownership Information: Weld North 100%

**USER INFORMATION :**

Project  
Manager: 12510 - Information & Technology Services  
  
42 West Madison Street  
  
Chicago, IL 60602  
  
Swanton, Mr. Craig E  
  
773-553-1300

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 12-0627-PR43) in the amount of \$1,537,685.00 was for a term commencing July 13, 2012 and ending June 30, 2014, with the Board having two (2) options to renew for two (2) year terms. The agreement was renewed (authorized by Board Report 14-0625-PR42) for a term commencing July 1, 2014 and ending June 30, 2016. 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 two (2) years commencing July 1, 2016 and ending June 30, 2018.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide commercially licensed software, delivered in a Software as a Service (SaaS) model, and provide hosting services for both their software and CPS data. True North Logic's solution will support the effective implementation of employee performance evaluations across the District.

**DELIVERABLES:**

True North Logic will continue to provide commercially licensed software, delivered in a Software as a Service (SaaS) model, and provide hosting services for both their software and CPS data. True North Logic's solution will support the effective implementation of employee performance evaluations across the District.

**OUTCOMES:**

True North Logic's performance evaluation system has resulted in a paper-free performance evaluation of teachers and principals and in addition, has facilitated the establishment of performance evaluation processes for non-school-based employees throughout the District. True North Logic's system has created efficiencies in the process of conducting performance evaluations of all employees, as well as bringing transparency, via consistently gathered performance data, to the efficacy of various district initiatives, such as professional development, coaching and mentoring support, hiring and selection sources and processes, and various leadership pipelines.

**COMPENSATION:**

Vendor shall be paid during this option period as follows:

FY 17- \$500,900

FY 18- \$500,900

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

**AFFIRMATIVE ACTION:**

Pursuant to Section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program), there were no M/WBE goals set for this solicitation which is proprietary software, scope is not further divisible.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 155, ITS 12510, Program 266410

FY17- \$500,900

FY18- \$500,900

Not to exceed \$1,001,800.00

**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).

## 16-0525-PR12

### **AUTHORIZE THE THIRD RENEWAL AGREEMENT WITH VARIOUS VENDORS FOR THE PURCHASE OF CHROMEBOOK COMPUTING DEVICES**

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

Authorize the third renewal agreements with CDW Government, LLC and Sada Systems, Inc. to provide Chromebook computing devices for schools, network offices and departments at an estimated annual cost set forth in the Compensation Section of this report. 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 : 13-250026

Contract Administrator : Knowles, Mr. Jonathan / 773-553-2280

#### **VENDOR:**

- 1) Vendor # 63673  
CDW GOVERNMENT, LLC  
300 NORTH MILWAUKEE AVE.  
VERNON HILLS, IL 60061  
Sean Dillon  
877 489-8641  
Ownership: Publicly Traded
- 2) Vendor # 96865  
SADA SYSTEMS, INC  
5250 LANKERSHIM BLVD. STE 620  
NORTH HOLLYWOOD, CA 91601  
Brad Huffman  
818 942-1094  
Ownership: Annie Safoian-51%, Tony  
Safoian-49%

#### **USER INFORMATION :**

Project  
Manager: 12510 - Information & Technology Services  
42 West Madison Street  
Chicago, IL 60602  
Wagner, Mr. Edward Joseph  
773-553-1300

#### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 13-0724-PR13) in the amount of \$9,000,000.00 were for a term commencing upon execution and ending July 31, 2014, with the Board having five (5) options to renew for one (1) year terms. The agreements were renewed (authorized by Board Report 14-0528-PR21) for a term commencing on August 1, 2014 and ending on June 30, 2015. The agreements were renewed (authorized by Board Report 14-1119-PR7) for a term commencing on July 1, 2015 and ending on June 30, 2016. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of each agreement is being renewed for one (1) year, commencing July 1, 2016 and ending June 30, 2017.

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

There are two (2) option periods for one (1) year each remaining.

**SCOPE OF SERVICES:**

Vendors will continue to provide chromebook computers with associated installation, asset tagging, auto enrollment, warranty, and user license services.

**DELIVERABLES:**

Vendors will continue to provide chromebook computing devices and associated services.

**OUTCOMES:**

These agreements will allow all schools, charter schools, and network offices, and central office departments to purchase chromebook computers and associated services, including installation, configuration, extended warranty, professional development, and maintenance services. The agreements will provide an affordable low cost alternative for schools to acquire compliant devices suitable for testing.

**COMPENSATION:**

Vendors shall be paid during this option period as follows: In accordance with the unit prices contained in their respective agreement upon invoicing.

Estimated annual costs for this option period are set forth below:

FY17- \$7,500,000

**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 Information Officer to execute all ancillary documents required to administer or effectuate the option agreements.

**AFFIRMATIVE ACTION:**

The MBE/WBE goals for this agreement are 15% total MBE and 5% total WBE. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Various Funds

Various Departments

FY17 - \$7,500,000.00

Not to exceed: \$7,500,000.00

Future year funding 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).

**16-0525-PR13**

**AUTHORIZE A NEW AGREEMENT WITH SENTINEL TECHNOLOGIES FOR INFORMATION TECHNOLOGY AND SECURITY SYSTEMS MANAGEMENT, MONITORING SERVICES**

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

Authorize a new agreement with Sentinel Technologies to provide Information Technology and Security Systems Management, Monitoring, and Maintenance services to the District at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 15-350058

Contract Administrator : Knowles, Mr. Jonathan / 773-553-2280

**VENDOR:**

- 1) Vendor # 21472  
SENTINEL TECHNOLOGIES, INC.  
2550 WARRENVILLE ROAD  
DOWNERS GROVE, IL 60515  
Jack Reidy  
630 769-4325

Ownership Information: 38%: Sentinel  
Technologies Employees' Stock Ownership  
Plan, 14.9%: Dennis Hoelzer, 11.5%: Mary  
Hoelzer, 8.5%: Jim Emmel, 24.5% Other  
Management Shareholders (Individual  
Ownership Less Than 5%), 2.6%:  
Non-Management Shareholders

**USER INFORMATION :**

Project  
Manager: 12510 - Information & Technology Services  
42 West Madison Street  
Chicago, IL 60602  
Burnson, Mr. Richard A  
773-553-1300

**TERM:**

The term of this agreement shall commence on July 1, 2016 and shall end June 30, 2019. This agreement shall have 2 (two) 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 network monitoring, management and maintenance services for the Board's Wide Area Network, Security Infrastructure and Local Area Network Break/Fix Services. This will include the following services:

1. Monitor, manage and maintain the District's network equipment, including but not limited to: switches, routers, wireless access points and wireless controllers.
2. Monitor, manage and maintain the District's network security equipment, including but not limited to: firewall, intrusion prevention, virtual private network (VPN) and security information and event management (SIEM) systems.
3. Maintain the District's monitoring systems to ensure all production systems are monitored per established key performance indicators.
4. Dispatch onsite service technicians and engineers to resolve any hardware or system performance issues as needed.
5. Monitor, manage and maintain the District's safety equipment, including but not limited to: X-Ray machines, metal detectors, camera systems, alarm panels and Aiphone door stations.

**DELIVERABLES:**

Vendor will provide the Board with the following deliverables, which will be further described in the agreement: reporting; network analysis, network management and monitoring, management of the Firewall, DNS/DHCP, VPN, and content filter change request management; General management; Third-party security audit; Service level agreements (SLAs) and implementation of SLAs; Installation and configuration of Cisco series switches and other related equipment at schools and in the core network; Redeployment of existing school switches, replaced by the new switches; Removal of old equipment at the schools and in the core; Incident management and onsite maintenance services for all school LAN equipment, including switches, hubs, wireless access points, transceivers, and uninterruptible power supplies. Vendor will have appropriate field personnel for the proper dispatches in order to meet or exceed SLAs.

**OUTCOMES:**

Services rendered by Sentinel Technologies will ensure the network is secure and maintained, while providing maintenance and management of safety equipment.

**COMPENSATION:**

Vendor shall be paid as follows:

Estimated annual costs for the three (3) year term are set forth below:

ITS FY17 Operating Funds - \$7,250,000  
OSS FY17 Operating Funds - \$3,250,000

ITS FY18 Operating Funds - \$7,250,000  
OSS FY18 Operating Funds - \$3,250,000

ITS FY19 Operating Funds - \$7,250,000  
OSS FY19 Operating Funds - \$3,250,000

**REIMBURSABLE EXPENSES:**  
None

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services and Construction Contracts, the goals for this award are 30% MBE and 7% WBE.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115, General Funds, ITS 12510

ITS FY17 Operating Funds - \$7,250,000  
OSS FY17 Operating Funds - \$3,250,000

ITS FY18 Operating Funds - \$7,250,000  
OSS FY18 Operating Funds - \$3,250,000

ITS FY19 Operating Funds - \$7,250,000  
OSS FY19 Operating Funds - \$3,250,000

Not to exceed \$31,500,000 for the three (3) year term  
Future year funding is contingent upon budget appropriation and approval

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**16-0525-PR14**

**AMEND BOARD REPORT 15-1028-PR17**

**AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH TRIMARK MARLINN, LLC FOR  
THE PURCHASE OF FOOD SERVICE EQUIPMENT AND RELATED INSTALLATION SERVICES**

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

Authorize the first renewal agreement with Trimark Marlinn, LLC for the purchase of food service equipment and related installation services to Nutrition Support Services and Early College and Career at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Trimark Marlinn, LLC 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.

This May 2016 amendment is necessary to increase the not to exceed amount to fund the purchase and installation of food service equipment for additional schools. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this Board Report.

Contract Administrator : Knowles, Mr. Jonathan / 773-553-2280

**VENDOR:**

- 1) Vendor # 94592  
TRIMARK MARLINN, LLC  
6100 WEST 73RD STREET  
BEDFORD PARK, IL 60638  
Debbie Moutry  
708 496-5772

Ownership: Trimark Usa, Llc - Majority, For  
Profit Company - No Shareholder Has More  
Than 10% Interest

**USER INFORMATION :**

Project 12010 - Nutrition Support Services  
Manager: 42 West Madison Street  
Chicago, IL 60602  
Fowler, Mrs. Leslie A.  
773-553-2830

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 13-0925-PR11) in the amount of \$7,300,000 is for a term commencing December 3, 2013 and ending December 2, 2015 with the Board having 3 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 renewed for 1 year commencing December 3, 2015 and ending December 2, 2016.

**OPTION PERIODS REMAINING:**

There are 2 option periods for 1 year terms remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide food service and culinary lab equipment on an as-needed basis. Goods are as follows: Category 1 - Refrigeration Equipment, Category 2 - Heating and Serving Equipment, Category 3 - Cooking Preparation Equipment, Category 4 - Oven and Holding Equipment, Category 5 - Steamers and Pans, Category 6 - Shelving, and Category 7 - Culinary Lab Equipment.

**DELIVERABLES:**

Vendor will continue to provide food service equipment and related installation services.

**OUTCOMES:**

These purchases will result in standardization across the district and have the potential to realize volume discounts.

**COMPENSATION:**

Vendor shall be paid during this option period as specified in the agreement; total cost not to exceed ~~\$1,500,000~~ \$3,000,000. Estimated annual costs for this option period are set forth below:  
FY15: \$750,000.00  
FY16: ~~\$750,000.00~~ \$2,250,000

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement include 25% total MBE and 5% total WBE participation.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 312 - Nutrition Support Services - City Wide, Unit 12050:

FY15: \$650,000

FY16: ~~\$650,000~~ \$2,150,000

Not to exceed ~~\$1,300,000~~ \$2,800,000 for the two year term.

Fund 312 - Early College and Career Education - City Wide, Unit 13727:

FY15: \$100,000

FY16: \$100,000

Not to exceed \$200,000 for the two year term.

Future year funding is contingent upon budget appropriation and approval.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**16-0525-PR15**

**AUTHORIZE NEW AGREEMENTS WITH VENDORS TO PROVIDE SAFE HAVEN FOR AFTER SCHOOL PROGRAMMING SERVICES**

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

Authorize new agreements with vendors to provide after school program services in at least twenty-five (25) different sites/ locations at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are 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 the agreements is stated below.

Specification Number : 15-350063

Contract Administrator : Janus, Ms. Rene / 773-553-3241

**VENDOR:**

- 1) Vendor # 67456  
NEW LIFE PILSEN  
2512 SOUTH OAKLEY  
CHICAGO, IL 60608  
Robert Belfort  
773 851-7021  
Not For Profit
- 2) Vendor # 94890  
EMMANUEL COMMUNITY DEVELOPMENT  
CORP.  
6844 S. INDIANA  
CHICAGO, IL 60637  
Roosevelt Walker  
773 858-9671  
Not For Profit

- 3) Vendor # 94883  
EBENEZER COMMUNITY  
3555 W. HURON STREET  
CHICAGO, IL 60624  
Leon Miller  
773 762-5363  
Not For Profit

**USER INFORMATION :**

Project 10450 - Intergovernmental Relations  
Manager: 42 West Madison Street  
Chicago, IL 60602  
Rivera, Mr. Arnaldo  
773-535-5100

**TERM:**

The term of each agreement shall commence on July 1, 2016 and shall end June 30, 2018. The agreements shall have (2) two options to renew for a period of (1) one year each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Vendors shall provide (or subcontract with third parties to provide) sites and services to elementary and/or high school students in at least twenty-five (25) different sites/locations during designated time periods throughout the school year in the targeted communities. Vendors shall include workshops on study skills, conflict resolution, anger management, character building, and positive communication and provide safe places for the students to go after school, during summer, winter and spring breaks, and whenever there are any emergency services that are needed during the year.

**OUTCOMES:**

Vendors' services shall result in the following outcomes: (1) Students likelihood to participate in violent behavior or become a victim of violence is reduced. (2) Parents are provided child care support during daytime hours while students receive educational enrichment activities including: problem solving, positive communication strategies, anger management strategies, and discussions about violence in the community, guidance regarding truancy prevention, and tutoring in a safe environment during non-school hours.

**COMPENSATION:**

Estimated annual costs for the two (2) year term are set forth below:

\$1,370,000.00, FY 2017

\$1,080,000.00, FY 2018

Vendors shall be paid upon invoicing after services have been performed; total compensation to all vendors shall not exceed the sum of \$2,450,000.00.

**REIMBURSABLE EXPENSES:**

None

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief of Office and Faith Based Initiatives to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Service Contracts, M/WME provisions of the Program do not apply to transactions where the vendors providing services operate as Not-for-Profit organizations.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to: Family and Community Engagement, Unit 14060

Fund: 332, Title I

FY17: \$1,370,000.00

FY18: \$1,080,000.00

Fiscal year funding is contingent upon budget appropriation and approval.

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**16-0525-PR16**

**AUTHORIZE THE THIRD AND FINAL RENEWAL AGREEMENT WITH AON HEWITT FOR  
ACTUARIAL CONSULTING SERVICES DURING FY 2017**

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

Authorize the third and final renewal agreement with Aon to provide actuarial services to the Department of Finance at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant 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 : 42504A

Contract Administrator : Janus, Ms. Rene / 773-553-3241

**VENDOR:**

- 1) Vendor # 97631  
AON CONSULTING, INC  
200 EAST RANDOLPH  
CHICAGO, IL 60601  
Barbara Rosen  
312 381-4184

Ownership: Publicly Held

**USER INFORMATION :**

**Contact:**

11810 - Finance  
42 West Madison Street  
Chicago, IL 60602  
Denard, Mr. Ronald  
773-553-4224

**Project  
Manager:**

12610 - Budget & Management Office  
42 West Madison Street  
Chicago, IL 60602  
Walter, Mr. Matthew  
773-553-2560

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 12-0125-PR8 as amended by 13-0724-PR12) in the amount of \$475,000 was for a term commencing January 26, 2012 and ending June 30, 2014. The agreement was amended to include three one-year options to renew and to exercise the first renewal (authorized by Board Report 14-0625-PR25) in the amount of \$125,000 for a term commencing July 1, 2014 and ending June 30, 2015. The second renewal (authorized by Board Report 15-0527-PR4) in the amount of \$125,000 is for a term commencing July 1, 2015 and ending June 30, 2016. The original agreement with the City of Chicago was awarded on a competitive basis pursuant to an RFP issued by the City (Specification Number 42504A, Task Order 18132-27-TSK-00001).

**OPTION PERIOD:**

The term of this agreement is being renewed for 1 (one) year commencing July 1, 2016 and ending June 30, 2017.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Consultant will continue to: (1) analyze and model the fiscal impact on the Board and the Chicago Teachers Pension Fund of pension reform legislation being considered by the Illinois General Assembly; (2) analyze and model alternative pension reform proposals and assist Board staff in the development of such proposals; and (3) provide support for education and outreach to stakeholders that will accompany (1) and (2) above.

**DELIVERABLES:**

Consultant will continue to: (1) perform actuarial analysis of pension reform legislation and proposed reform legislation; (2) assist Board staff in developing alternative pension reform proposals and scenarios; and (3) assist in meetings with Board staff and stakeholders as well as participate in public meetings as requested.

**OUTCOMES:**

Consultant's actuarial analyses will assist Board staff in exploring options to address long term pension liabilities.

**COMPENSATION:**

During this option period Consultant shall be paid as follows: hourly rates between \$115.00 and \$418.50; total not to exceed the sum of \$125,000.

**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 Financial Officer 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. Aon is taking the position that the scope of services is not divisible because of a lack of diversity within the pension specialty of the actuarial services industry (i.e., Aon assets there are no small M/WBE firms specializing in pension actuarial services with whom they can partner).

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115  
Department of Finance, 12310  
\$125,000, FY17  
Future year funding is contingent upon budget appropriation and approval.

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**President Clark indicated that if there were no objections, Board Reports 16-0525-EX1 through 16-0525-EX4, 16-0525-OP1 through 16-0525-OP3, and 16-0525-PR1 through 16-0525-PR16, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Clark thereupon declared Board Reports Board Reports 16-0525-EX1 through 16-0525-EX4, 16-0525-OP1 through 16-0525-OP3, and 16-0525-PR1 through 16-0525-PR16 adopted.**

16-0525-EX5

**REPORT ON PRINCIPAL CONTRACTS (NEW)****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

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

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

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

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Charles Anderson	Interim Principal M. Clark	Contract Principal M Clark. Network: 3 P.N. 125263 Commencing: 3/22/2016 Ending: 3/21/2020
Mary Beck	Interim Principal Senn H.S.	Contract Principal Senn H.S. Network: 2 P.N. 112442 Commencing: 7/1/2016 Ending: 6/30/2020
Margaret Byrne	Assistant Principal Lloyd	Contract Principal Northwest Middle Network: 3 P.N. 128044 Commencing: 4/24/2016 Ending: 4/23/2020
Leanne Hightower	Instructions Support Leader Network 8	Pilsen Elementary Community Academy Network: 7 P.N. 119883 Commencing: 7/1/2016 Ending: 6/30/2020
Raul Magdaleno	Assistant Principal Kelly H.S.	Contract Principal Hedges Network: 8 P.N. 117945 Commencing: 7/1/2016 Ending: 6/30/2020

**LSC REVIEW:** The respective Local School Councils has 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 2016-2017 school budget.

16-0525-EX6

**REPORT ON PRINCIPAL CONTRACTS (RENEWAL)****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

Accept and file copies of the contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #09-0722-EX5 and #14-0624-EX12.

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

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contract and terminates on the date specified in the contract.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Karime Asaf	Contract Principal Moos	Contract Principal Moos Network: ISP P.N. 122920 Commencing: 7/1/2016 Ending: 6/30/2020
Raul Bermejo	Contract Principal Hernandez	Contract Principal Hernandez Network: 8 P.N. 372746 Commencing: 12/1/2016 Ending: 11/30/2020
Jaclyn Delaney	Contract Principal Boone	Contract Principal Boone Network: 2 P.N. 115558 Commencing: 7/1/2016 Ending: 6/30/2020
Caroline Eliis	Contract Principal Evers	Contract Principal Evers Network: 11 P.N. 112729 Commencing: 8/6/2016 Ending: 8/5/2020
Okab Hassan	Contract Principal Peck	Contract Principal Peck Network: ISP P.N. 115313 Commencing: 11/29/2016 Ending: 11/28/2020
Flavia Hernandez	Contract Principal McCormick	Contract Principal McCormick Network: 7 P.N. 127074 Commencing: 7/1/2016 Ending: 6/30/2020
Gail King	Contract Principal Reavis	Contract Principal Reavis Network: 9 P.N. 117024 Commencing: 7/1/2016 Ending: 6/30/2020
Mariel Laureano	Contract Principal Prieto	Contract Principal Prieto Network: ISP P.N. 372750 Commencing: 12/2/2016 Ending: 12/1/2020
Daniel Perry	Contract Principal McDade	Contract Principal McDade Network: 12 P.N. 113090 Commencing: 7/1/2016 Ending: 6/30/2020

Alexander Phillips

Contract Principal  
Suder Montessori

Contract Principal  
Suder Montessori  
Network: 6  
P.N. 214312  
Commencing: 8/20/2016  
Ending: 8/19/2020

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

**AFFIRMATIVE ACTION STATUS:** None.

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

**PERSONNEL IMPLICATIONS:** The positions to be affected by approval of this action are contained in the 2016-2017 school budgets.

16-0525-AR1

# **REPORT ON BOARD REPORT RESCISSIONS**

## **THE GENERAL COUNSEL REPORTS THE FOLLOWING:**

- I. **Extend the rescission dates contained in the following Board Reports to July 27, 2016 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. 13-0626-OP8: Approve Renewal Lease Agreement With North Lawndale College Preparatory Charter High School for a Portion of Collins High School, 1313 S. Sacramento Drive.  
User Group: Real Estate  
Services: Rental of school facilities  
Status: In negotiations
  2. 14-0827-PR23: Authorize a New Agreement with Caremark PCS Health LLC for Pharmacy Benefit Management (PBM) Services  
Services: Pharmacy Benefit Management (PBM) Services  
User Group: Talent Office  
Status: In negotiations
  3. 15-0527-EX26: Amend Board Report 14-0528-EX15: Amend Board Report 13-0522-EX2: Approve Entering into an Alternative Safe School Program Agreement with Camelot Alt Ed-Illinois, LLC.  
Services: Charter School  
User Group: Innovation and Incubation  
Status: In negotiations
  4. 15-0624-OP1: Approve New Lease Agreement with KIPP Chicago Schools for a Portion of Penn School, 1616 South Avers Avenue.  
Services: Rental of school facilities  
User Group: Real Estate  
Status: In negotiations
  5. 15-0624-OP2: Amend Board Report 12-0627-OP2: Approve Renewal of Lease Agreement with Chicago Charter School Foundation (Chicago International Charter School) Chicagoquest for Lease of a Portion of the Truth School.  
Services: Rental of school facilities  
User Group: Real Estate  
Status: In negotiations
  6. 15-0624-OP3: Approve New Lease Agreement with Noble Network of Charter Schools for Lease of a Portion of the Truth School and Annex, Located at 1409 and 1443 N. Ogden Ave.  
Services: Rental of school facilities  
User Group: Real Estate  
Status: In negotiations
  7. 15-0624-OP5: Authorize Lease Agreements with the Catholic Bishop of Chicago.  
Services: Rental of Chicago Archdiocese school sites  
User Group: Real Estate  
Status: In negotiations
  8. 15-0826-PR5: Authorize a New Agreement with Guitar Center, Inc. dba Music and Arts Centers for the Purchase of Musical Instruments.  
Services: Purchase of Musical Instruments  
User Group: Teaching and Learning Office  
Status: In negotiations

9. 15-0826-PR12: Authorize New Agreements with Aetna Life Insurance Company and Cannon Cochran Management Services, Inc. for Third Party Claims Administration Services and Life Insurance.  
Services: Claims Administration Services  
User Group: Talent Office  
Status: The agreement with Cannon Cochran Management Services, Inc. has been executed; the remaining agreement is in negotiations.
  
10. 15-1028-PR2: Authorize a New Agreement with Gemcap, Inc. dba Hayes Software Systems for an Asset Management Solution.  
Services: Asset Management Solution  
User Group: Chief Administrative Officer  
Status: In negotiations
  
11. 15-1028-PR18: Authorize a New Agreement with SEON Systems Sales Inc. for the Purchase of a Student Transportation Management Software System.  
Services: Student Transportation Management Software System  
User Group: Student Transportation  
Status: In negotiations
  
12. 15-1216-PR9: Authorize A New Agreement with Simplexgrinnell LP for Security Camera Installation and Maintenance Services.  
Services: Security Cameras Installation and Maintenance Services  
User Group: School Safety and Security  
Status: In negotiations
  
13. 15-1216-PR13: Authorize a New Agreement with Sentinel Technologies for Enterprise Server Maintenance.  
Services: Enterprise Server Maintenance  
User Group: Information & Technology Services  
Status: In negotiations
  
14. 15-1216-PR14: Authorize New Agreements with Various Vendors for the Purchase and/or Lease of Network Servers.  
Services: Purchase and Lease of Network Servers  
User Group: Information & Technology Services  
Status: In negotiations
  
15. 16-0127-PR4: Authorize Third Renewal Agreement with Aramark Educational Services, LLC d/b/a Aramark Education K-12 for Food Services Management Services.  
Services: Food Services Management Services  
User Group: Nutrition Support Services  
Status: In negotiations
  
16. 16-0127-PR6: Authorize the Pre-Qualification Status of and Entering into Agreements with Various Contractors to Provide Non-Trades Services Over \$10,000 for the Operations and Maintenance Program.  
Services: Provide Non-Trades Work Over \$10,000 for the Operations and Maintenance Program.  
User Group: Facilities Operations & Maintenance  
Status: Master agreements have been sent to eleven (11) contractors for execution.
  
17. 16-0127-PR12: Authorize a New Agreement with Mitel Networks Inc. for Wiring, Cabling, Voice Maintenance and Support Services.  
Services: Wiring, Cabling, Voice Maintenance and Support Services.  
User Group: Information & Technology Services  
Status: In negotiations
  
18. 16-0224-PR1: Authorize a New Agreement with ACT, Inc. for the Purchase of Test Materials and Related Services.  
Services: Purchase of Test Materials  
User Group: Assessment  
Status: In negotiations
  
19. 16-0224-PR2: Authorize the First Renewal Agreement with Various Vendors for the Purchase of Specialized Adapted Equipment, Testing Materials, Maintenance, Training and Warranty Services.  
Services: Purchase of Specialized Adapted Equipment, Testing Materials, Maintenance, Training and Warranty Services  
User Group: Diverse Learner Supports & Services  
Status: In negotiations
  
20. 16-0224-PR3: Authorize the Second and Final Renewal Agreement with Moore Medical LLC for Medical Related Equipment and Supplies.  
Services: Medical Related Equipment and Supplies  
User Group: College to Career Success Office  
Status: In negotiations

21. 16-0224-PR6: Authorize New Agreements with Various Vendors for General Repair and Preventive Maintenance of Kitchen Equipment and Culinary Labs.  
Services: for General Repair and Preventive Maintenance of Kitchen Equipment and Culinary Labs.  
User Group: Nutrition Support Services  
Status: In negotiations

22. 16-0323-PR4: Amend Board Report 15-1028-PR5: Authorize First Renewal Agreements for Pre-Qualification Status with Various Contractors to Provide Mechanical, Electrical, and Plumbing (MEP) Engineering Services.  
Services: Mechanical, Electrical, and Plumbing (MEP) Engineering Services.  
User Group: Facility Operations & Maintenance  
Status: The agreement with Nest Builders, Inc. (#14) has been has been executed by vendor and is available for signature by Board.

**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. 15-1216-PR3: Authorize the Final Renewal of Pre-Qualification Status of And Entering into Agreements with Various Contractors to Provide General Contracting Services.  
Services: General Contracting Services  
User Group: Facility Operations & Maintenance  
Action: Rescind authority as to contractor Patrick Albin Carlson Joint Venture (#24) for failure to enter into a written agreement.

2. 16-0127-PR5: Amend Board Report 15-1216-PR6: Authorize The Pre-Qualification Status of and Entering into Agreements with Contractors to Provide Various Trades Work Over \$10,000 for the Operations and Maintenance Program.  
Services: Various Trades Work Over \$10,000 for Operations and Maintenance Program  
User Group: Facility Operations & Maintenance  
Action: Rescind authority as to contractor Arlington Glass & Mirror Co. (#14) for failure to enter into a written agreement.

**President Clark thereupon declared Board Reports 16-0525-EX5, 16-0525-EX6, and 16-0525-AR1 accepted.**

**OMNIBUS**

**At the Regular Board Meeting held on May 25, 2016 the foregoing motions, reports and other actions set forth from number 16-0525-MO1 through 16-0525-MO3 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.**

**President Clark abstained on Board Report 16-0525-PR2.**

**Board Member Furlong abstained on Board Report 16-0525-EX2.**

**ADJOURNMENT**

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

**President Clark thereupon declared the Board Meeting adjourned.**

**I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting held on May 25, 2016 held at the CPS Loop Office, 42 W. Madison Street, Garden Level, Board Room, Chicago, Illinois, 60602.**

**Estela G. Beltran  
Secretary**



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