

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

Regular Meeting-Wednesday, November 17, 2010 10:30 A.M. (125 South Clark Street)

Published by the Authority of the Chicago Board of Education

Mary B. Richardson-Lowry President

Estela G. Beltran Secretary

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ATTEST:

Istila H. Bulhan
Secretary of the Board of Education

of the City of Chicago

President Richardson-Lowry took the Chair and the meeting being called to order there were then:

PRESENT: Ms. Ward, Dr. Butt, Ms. Davis, and President Richardson-Lowry - 4

ABSENT: Mr. Carrero, Ms. Muñana - 2

NOTE: Mr. Bobins not present when roll called.

ALSO PRESENT: Mr. Ron Huberman, Chief Executive Officer, and Mr. Patrick J. Rocks, General Counsel.

Mr. Ron Huberman, Chief Executive Officer and Katie Ellis, Senior Manager, Academic Enhancement gave a presentation on the Selective and Enrollment Magnet Policy [10-1117-PO1].

Mr. Ron Huberman, Chief Executive Officer gave a presentation on Future Key Priorities for the District.

At this time, the Members of the Board heard Public Participation.

Ms. Davis presented the following Motion:

10-1117-MO1

MOTION TO CLOSE

MOTION ADOPTED that the Board hold a closed session to consider information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act; 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; purchase of real property pursuant to Section 2(c)(5) of the Open Meetings Act; setting of a sale price or lease of real property pursuant to Section 2(c)(6) of the Open Meetings Act; and 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; and pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act.

Dr. Butt seconded to adopt Motion 10-1117-MO1

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

Yeas: Ms. Ward, Mr. Bobins, Dr. Butt, Ms. Davis, and President Richardson-Lowry - 5

Nays: None

President Richardson-Lowry thereupon declared Motion 10-1117-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 November 17, 2010, beginning at 2:15 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6th Floor, and Chicago Illinois 60603.
- (2) PRESENT: Ms. Ward, Mr. Bobins, Dr. Butt, Ms. Davis, and President Richardson-Lowry 5
- (3) ABSENT: Mr. Carrero, Ms. Muñana 2
 - A. Other Reports
 - B. Warning Resolutions
 - C. Terminations
 - D. Personnel
 - E. Real Estate
 - F. Security

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Ms. Ward, Mr. Bobins, Dr. Butt, Ms. Davis, and President Richardson-Lowry - 5

Members absent after Closed Session: Mr. Carrero, Ms. Muñana - 2

10-1117-AR2

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR CALVIN BRENT - CASE NO. 05 WC 7818

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Calvin Brent, Case No.05 WC 7818 and subject to the approval of the Illinois Commission, in the amount of \$62,243.00 plus open medical.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

Ethics – The Board's Ethics Code adopted 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).

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR DOROTHY TILLMAN - CASE NO. 06 WC 39711 AND 07 WC 44685

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Dorothy Tillman, Case No.06 WC 39711 and 07 WC 44685 and subject to the approval of the Illinois Commission, in the amount of \$50,000.00 plus open medical.

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

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

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000 \$50,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

Ethics - The Board's Ethics Code adopted 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).

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

Yeas: Ms. Ward, Mr. Bobins, Dr. Butt, Ms. Davis, and President Richardson-Lowry - 5

Nays: None

President Richardson-Lowry thereupon declared Board Reports 10-1117-AR2 and 10-1117-AR3 adopted.

10-1117-EX6

APPOINT CHIEF AREA OFFICER, AREA 4 (Stephen Zrike Jr.)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

- 1. Appoint the following named individual to the position recently vacated by Pedro Martinez and listed below. effective January 3, 2011.
- 2. Approve payment to the following individual, Stephen Zrike Jr, of up to \$7,500 to reimburse him for eligible moving expenses incurred by him, which payments shall be treated in accordance with the United States Internal Revenue Services and State of Illinois Department of Revenue Rules and Regulations

DESCRIPTION:

<u>Name</u> Stephen Zrike Jr. FROM New Employee

External Title: Chief Area Officer, Area 4 Functional Title: Officer Position No.: 431405 Basic Salary. \$151,141.43 Pay Band: A09

Budget Classification. 05041-367-51100-232105-433117

AFFIRMATIVE ACTION: Not applicable.

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

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY11 department budget.

10-1117-EX7

PRINCIPAL CONTRACTS (C)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the employment of the principal listed below selected by the Chief Executive Officer after receiving the recommendations of the Frazier International Magnet School Appointed Local School Council pursuant to Section 5/34-2.4b of the Illinois School Code.

DESCRIPTION: Employ the individual named below under a Uniform Appointed Principal's Performance Contract in accordance with Board Report #08-0123-EX2, and subject to the Board's Policy on Eligibility Requirements for Chicago Public Schools Principalship, Board Report #08-1217-PO2.

The Office of Principal Preparation and Development has verified that the following individual has met the requirements for eligibility.

NAME	FROM	<u>10</u>
Colette Unger-Teasley	Interim Principal Frazier International	Contract Principal Frazier International Area 7 P.N. 268106 Commencing: November 1, 2010 Ending: October 31, 2014

LSC REVIEW: The Appointed Local School Council has been advised of the Chief Executive Officer's selection of the named individual as contract principal of Frazier International Magnet School subject to Board approval

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the 2010-2011 school budget.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1117-EX6 and 10-1117-EX7 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1117-EX6 and 10-1117-EX7 adopted.

10-1117-EX8

WARNING RESOLUTION - DONNA HENCINSKI SPEECH-LANGUAGE PATHOLOGIST, ASSIGNED TO CITY-WIDE POSITION

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education adopt a Warning Resolution for Donna Hencinski and that a copy of the Board Report and Warning Resolution be served upon Donna Hencinski.

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline Policy (Board Report No. 04-0728-PO1), a Warning Resolution be adopted and issued to Speech-Language Pathologist, Donna Hencinski, to inform her that she has engaged in unsatisfactory conduct.

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

10-1117-EX9

WARNING RESOLUTION – KAREN JACKSON TEACHER, ASSIGNED TO NINOS HEROES 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 Karen Jackson, and that a copy of the Board Report and Warning Resolution be served upon Karen Jackson.

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Karen Jackson, teacher, to inform her that she has engaged in unsatisfactory conduct.

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

10-1117-EX10

WARNING RESOLUTION – STEPHANIE MUSIAL TENURED TEACHER, FLORENCE NIGHTINGALE ELEMENTARY SCHOOL

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

DESCRIPTION:

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

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Stephanie Musial 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.

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.

10-1117-EX11

WARNING RESOLUTION - SHERYL MYRIECKES TEACHER, ASSIGNED TO HEALY 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 Sheryl Myrieckes, and that a copy of the Board Report and Warning Resolution be served upon Sheryl Myrieckes.

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Sheryl Myrieckes, teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Sheryl Myrieckes, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is 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 Richardson-Lowry indicated that if there were no objections, Board Reports 10-1117-EX8 through 10-1117-EX11 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1117-EX8 through 10-1117-EX11 adopted.

RESOLUTION TO APPOINT TERRY MAZANY TO THE POSITION OF CHIEF EXECUTIVE OFFICER

RESOLVED: The Board of Education of the City of Chicago hereby appoints Terry Mazany to the position of Chief Executive Officer, effective November 30, 2010 on the following terms

Functional Title: Chief Executive Officer External Title: Chief Executive Officer

Position #: 163724 Pay Band: A11

Budget Classification: 10410-115-52100-232102-000000

Basic Salary: \$1.00

The expenditure involved in this appointment is not in excess of the regular budget appropriation. The salary is below the guidelines set forth in the Compensation Plan for Non-Represented Employees of the Chicago Public Schools (Board Report, 08-0123-EX10, p. 8). The position to be affected by approval of this action is contained in the FY11 department budget.

10-1117-BD2

ADJUST SALARY OF GENERAL COUNSEL, **DEPARTMENT OF LAW** (Patrick Rocks)

THE OFFICE OF THE BOARD OF EDUCATION RECOMMENDS THAT:

FROM

The salary of the General Counsel be adjusted as listed below, effective November 21, 2010

DESCRIPTION:

NAME	FROM	<u>10</u>
Patrick Rocks	External Title: General Counsel Functional Title: Executive Officer Position Number: 245044 Basic Salary: \$ 168,606.00 Pay Band: A10 Budget Classification: 10210-115-52100-231101-000000	External Title General Counsel Functional Title Executive Officer Position Number: 245044 Basic Salary: \$182,094.48 (8% increase) Pay Band: A10 Budget Classification: 10210-115-52100-231101-000000
LSC REVIEW:	Local School Council review is not applicable	to this report
AFFIRMATIVE ACTION STATUS:	Not applicable.	

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

PERSONNEL

IMPLICATIONS: The position to be affected by approval of this action is contained in the FY11 department

budget.

10-1117-RS6

RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF EBONEE GREEN, TENURED TEACHER, FORMERLY ASSIGNED TO SHERMAN SCHOOL OF EXCELLENCE

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

WHEREAS, after the conclusion of the dismissal hearing afforded Ebonee Green, the hearing officer made written findings of fact and conclusions of law, and recommended the reinstatement of Ebonee Green; and

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

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

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that Ebonee Green be dismissed from the Sherman School of Excellence effective November 17 2010;

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

Section 1: After considering (a) the hearing officer's findings of fact, conclusions of law, and recommendation, (b) the record of the dismissal hearing including security video, testimony and other evidence, and (c) any exceptions and memorandum of law submitted by the parties, the Board of Education of the City of Chicago accepts in part and rejects in part the recommendation of the hearing officer, as detailed in the Board's Opinion and Order adopted under separate cover.

Section 2: Ebonee Green is hereby dismissed from the Sherman School of Excellence effective November 17, 2010 for the reasons stated in the Boards Opinion and

Order

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

THEREFORE, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on November 17, 2010, and in connection with an Opinion and Order that is adopted under separate cover.

10-1117-RS7

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

WHEREAS, on November 8, 2010 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel's pursuant to Board Policy 04-0728-PO1:

Name	School	Effective Date
Milgro Cruz	Northside College Preparatory High School	November 17, 2010
Mary Gordon	Oliver Wendell Holmes School	November 17, 2010

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's of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

- 1. That pursuant to Board Policy 04-0728-PO1, the above-referenced educational support personnel's 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's.
- 3. The Chief Executive Officer or designee shall notify the above-named educational support personnel's of their dismissal.

10-1117-RS8

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

WHEREAS, on November 8, 2010, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teacher pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84:

<u>Name</u>	<u>School</u>	Effective Date
Lorne Nash	Christian Fenger Academy	November 17, 2010

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

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

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

NOW, THEREFORE, BE IT RESOLVED

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

The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on November 8, 2010 the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. 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 this resolution.

10-1117-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, including in Board Report 07-1219-PO-1; and

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

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

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

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

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

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

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

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

ATTACHMENT A

REASSIGNED TEACHERS SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Gail	Cousins	December 6, 2010
Norma	Brown	December 7, 2010
Maureen	Lawler	December 8, 2010

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1117-RS5, 10-1117-BD2, and 10-1117-RS6 through 10-1117-RS9 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1117-RS5, 10-1117-BD2, and 10-1117-RS6 through 10-1117-RS9 adopted.

10-1117-EX12

CHIEF EXECUTIVE OFFICER'S OCTOBER 2010 REPORT ON APPOINTED TEACHERS WHO WERE HONORABLY TERMINATED OR DISMISSED PURSUANT TO BOARD RESOLUTION 10-0615-RS1

On June 15, 2010 the Board of Education adopted Resolution 10-0815-RS1 which delegated to the Chief Executive Officer the authority to honorably terminate tenured teachers and honorably dismiss/layoff probationary appointed teachers. Pursuant to that delegation and the directives contained therein.

THE CHIEF EXECUTIVE OFFICER REPORTS THAT:

- (1) The Chief Executive Officer's designee gave 35 appointed teachers notices of honorable terminations/dismissal/layoff between August 4 and September 13, 2010. The names and the date of notice to the affected employees are contained in the Atlachment to this Report
- (2) Health benefit coverage was extended for the affected teachers for one month.
- (3) The affected employees were notified that they may resign or retire in order to preserve any right they may have to a sick benefit day payout.

ATTACHMENT CHIEF EXECUTIVE OFFICERS OCTOBER 2010 REPORT OF APPOINTED TEACHERS WHO WERE HONORABLY TERMINATED OR DISMISSED PURSUANT TO BOARD RESOLUTION 10-0615-RS1

Line No.	Last	First	Notice Date
1	Allen	Zebediah	8/28/2010
2	Baker	Theresa	8/13/2010
3	Brakes	Earl	8/27/2010
4	Burke	Margaret	8/30/2010
5	Busse	Christian	8/13/2010
6	Cage	Lillie	8/12/2010
7	Clary	Katherine	8/13/2010
8	Dodd	Samantha	8/9/2010
9	Durham	Dijonna	9/7/2010
10	Erickson	Soledad	8/29/2010
11	Flaherty	Patrick	8/28/2010
12	Galvez	Nancy	8/29/2010
13	Hemphill	Phyllis	8/12/2010
14	Huntington	Kristen	8/26/2010
15	King	Rosemary	8/13/2010

16	t make state	D:II	0/13/2010
	Laskaridis	Bill	8/13/2010
17	LeDeaux	Sam	8/12/2010
18	Lenihan	Jennifer	8/13/2010
19	McKinney	Delores	8/27/2010
20	Mjolhus	Mai	8/12/2010
21	Mlot	Colette	9/13/2010
22	Namnoun	John	8/28/2010
23	Paramore	Michelle	8/13/2010
24	Patterson	Daniel	9/9/2010
25	Pfeiffer	Kelli	8/29/2010
26	Pillarella	Cecilia	9/1/2010
27	Quartman	Janice	8/9/2010
28	Sammons	Darlene	8/27/2010
29	Scott	Jeane	8/30/2010
30	Seeber	Anne	9/10/2010
31	Shaver	Jacob	8/28/2010
32	Swenson	Emily	8/4/2010
33	Torres	Courtney	8/27/2010
34	Vargas	Felipe	9/1/2010
35	Vethanayagomny	Serene	8/28/2010

President Richardson-Lowry indicated that if there were no objections, Board Report 10-1117-EX12 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Report 10-1117-EX12 adopted.

10-1117-RS1

RESOLUTION RE: APPOINTMENTS TO APPOINTED LOCAL SCHOOL COUNCIL OF BARBARA VICK EARLY CHILDHOOD CENTER FOR TERM OF OFFICE COMMENCING DECEMBER 1, 2010

WHEREAS, Appointed Local School Councils ("ALSCs") are established as a means to involve parents, community members and school staffs in all of the activities of schools designated by the Board as either small or alternative schools, as specified in the Illinois School Code, 105 ILCS 5/34-2.4(b);

WHEREAS, on January 24, 2007, the Board adopted a Policy on the Governance of Alternative and Small Schools, Board Report 07-0124-PO2 ("Governance Policy");

WHEREAS, the Governance Policy identifies requirements for the establishment of Appointed Local School Councils for those Chicago Public Schools designated as small or alternative schools;

WHEREAS, the Barbara Vick Early Childhood Center ("Barbara Vick") operates with an ALSC and, on February 27, 2008, the Board approved adjustments to the Barbara Vick ALSC pursuant to Board Report 08-0227-EX31;

WHEREAS, Barbara Vick conducted a non-binding advisory poll to ascertain preferences for teacher candidates and submitted such poll results along with recommendations for parent, community resident and advocate member candidates for consideration for appointment in accordance with the Governance Policy;

WHEREAS, The Chief Area Officer has submitted these names along with any additional recommended candidates for seats on the Barbara Vick ALSC to the Chief Executive Officer for consideration in accordance with the Governance Policy;

WHEREAS, the Governance Policy authorizes the Chief Executive Officer to recommend to the Board the names of individuals to fill seats on ALSCs from among those names submitted from the non-binding polis, or recommended by the principal or CAO or any other names submitted by the Chief Executive Officer:

WHEREAS, in accordance with the Illinois School Code (105 ILCS 5/34-2.4b) and the Governance Policy, the names of the following individuals have been forwarded to the Board for its consideration in the exercise of absolute discretion in making appointments to the ALSC of Barbara Vick Early Childhood Center.

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

The individuals identified on the attached Exhibit A are hereby appointed to serve as Appointed Local School Council members at the Barbara Vick Early Childhood Center in the specified categories for the term of office commencing December 1, 2010 and ending November 30, 2012.

10-1117-RS2

RESOLUTION RE: APPOINTMENTS TO FILL VACANCIES ON AN APPOINTED LOCAL SCHOOL COUNCIL FOR THE TERM OF OFFICE ENDING JUNE 30, 2012

WHEREAS, on January 24, 2007, the Board adopted a Policy on the Governance of Alternative and Small Schools, Board Report 07-0124-PO2 ("Governance Policy").

WHEREAS, the Governance Policy establishes requirements for the appointment by the Board of Local School Councils for those Chicago Public Schools designated by the Board as either Small or Alternative Schools.

WHEREAS, Appointed Local School Councils ("ALSCs") are established as a means to involve parents, community members, school staff and high school students in the activities of Small and Alternative Schools as specified in the Illinois School Code, 105 ILCS 5.34-2.4(b);

WHEREAS, Multicultural Arts High School operates with an ALCS and, pursuant to the Governance Policy, the Multicultural Arts ALSC has recommended candidates to fill parent and advocate vacancies on the ALSC and submitted the recommendations to the Chief Area Officer ("CAO");

WHEREAS, the schools' principals and CAOs also had the opportunity to recommend candidates for the parent and advocate vacancies;

WHEREAS, the Governance Policy authorizes the Chief Executive Officer to recommend to the Board the candidates recommended to fill vacancies on ALSCs or any other candidates identified by the Chief Executive Officer;

WHEREAS, in accordance with the Illinois School Code, 105 ILCS 5/34 2.4(b), and the Governance Policy, the Chief Executive Officer has forwarded the candidates named below to the Board for its consideration in its exercise of absolute discretion in making appointments to the ALSC of Multicultural Arts High School to fill vacancies for the term of office ending June 30, 2012:

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

- The candidates named below are appointed to serve as members of the Appointed Local School Council of Multicultural Arts High School in the specified categories.
- 2. This Resolution is effective immediately upon passage.

CANDIDATE	REPLACING	CATEGORY	SCHOOL
Maria D. Sauerzapf	Ana M. Velazquez	Advocate	Multicultural Arts H S
Ana M. Velazquez	Position Vacant	Parent	Multicultural Arts H. S.

10-1117-RS3

RESOLUTION RE: APPOINTMENT OF STUDENT REPRESENTATIVE TO FILL A HIGH SCHOOL LOCAL SCHOOL COUNCIL VACANCY FOR THE TERM OF OFFICE ENDING JUNE 30, 2011

WHEREAS, pursuant to the Illinois School Code, 105 ILCS 5/34-2.1, the Board of Education of the City of Chicago appoints student representatives to High School Local School Councils for one-year terms after considering the preferences of the schools' students as ascertained through non-binding advisory polls and exercises absolute discretion in the appointment process; and

WHEREAS, a non-binding advisory poll was conducted of the students of the school identified below during the 2009-2010 school year to ascertain the students' preferences regarding the appointment of a student representative to the school's local school council for the term of office beginning July 1, 2010 and ending June 30, 2011; and

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

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

- The student named below is hereby appointed to serve as a student representative on the Local School Council of the school identified below.
- 2. This Resolution is effective immediately upon adoption

Appointed Student Representative

Megan Glowacz

School Taft High School

10-1117-RS4

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

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

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

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

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

- The individuals identified below are hereby appointed to serve as teacher representatives on their schools' Local School Councils for the remainder of the term of office ending June 30, 2010
- 2. The Resolution is effective immediately upon adoption.

APPOINTED TEACHER	
Thomas Schreck	
Phyllis Trottman	
Etha Meeks	
Beverly McGrath	
John Imperial	
Terrie L. McCrary	

TEACHER BEING REPLACED
Carlos Moreño
Erma Voss
Benitra Danner
Shalina Hampton
Sheila Vaultz-Polk
Sarah Lohman

SCHOOL
Ames Middle
Barton Elementary
Goldblatt Elementary
Goldblatt Elementary
Peabody Elementary
J. N. Thorp Elementary

Exhibit A

CANDIDATE	CATEGORY
Kerry Sloyan	Parent
Michael Hein	Parent
Perla Doody	Parent
Paula Harris	Parent
Maureen Connolly	Community
Elizabeth Gill	Teacher
Joan Maher	Teacher
Mary Coffee	Advocate
Ellen Lilly	Advocate

10-1117-PO1

FINAL

ADOPT A NEW POLICY ON MAGNET AND SELECTIVE ENROLLMENT SCHOOLS AND PROGRAMS FOR THE 2011-2012 SCHOOL YEAR

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board adopt a new policy on Magnet and Selective Enrollment Schools and Programs for the 2011-2012 School Year.

PURPOSE: The purpose of this policy is to provide a comprehensive framework for enrollment in and the operation of magnet and selective enrollment schools and programs in the Chicago Public Schools ("CPS" or "the District").

Magnet and selective enrollment schools and programs have several goals including: (1) to maintain, to the extent permitted by law, the diversity achieved by the District prior to the termination of the consent decree in the federal lawsuit captioned, *U.S. v. Board of Education of the City of Chicago* (80 C 5124)(N.D. IL); (2) to promote socio-economic ("SES") diversity within schools including, but not limited to, the prevention, reduction and elimination of isolation based upon income levels, parental education levels and other social and economic factors having an established correlation to educational achievement; (3) to provide a unique or specialized curriculum or approach; and (4) to improve achievement for all students participating in a magnet or selective enrollment school or program. This policy is created to ensure equal access and equity in the provision of magnet and selective enrollment schools and programs offered by the District. On December 16, 2009, the Board adopted a policy that applied to applications for enrollment in magnet and selective enrollment schools and programs for the 2010-2011 school year. That policy was the subject of public comments and review by a Blue Ribbon Commission appointed by the Chief Executive Officer. The Chief Executive Officer and his designees considered the public comments and Blue Ribbon Commission recommendations when developing the proposal to adopt this Policy.

References in this policy to the Chief Executive Officer (CEO) also include the Office of Academic Enhancement and other designees.

This policy applies to applications for enrollment in magnet and selective enrollment schools and programs for the 2011-2012 school year as described herein.

1. TYPES OF MAGNET & SELECTIVE ENROLLMENT SCHOOLS AND PROGRAMS

The following types of magnet and selective enrollment schools and programs exist in the Chicago Public Schools and are collectively referred to in this policy as "magnet and selective enrollment schools and programs": (1) Elementary Magnet Schools, (2) Elementary Magnet Cluster Schools, (3) Selective Enrollment Elementary Schools and Programs ("SEES"), (4) Selective Enrollment High Schools and Programs ("SEHS"); and (5) Magnet High Schools and Programs.

- 1. <u>Elementary Magnet Schools</u> Generally, magnet schools do not have a neighborhood attendance boundary. Elementary magnet schools offer a curriculum focused on a specific programmatic theme(s). Every student in the school is involved in the magnet theme(s) or focus offered at that school CPS uses non-testing admissions procedures for its magnet elementary schools. For magnet schools with defined attendance areas, the admissions process is similar to the process for elementary magnet cluster schools.
- 2. <u>Elementary Magnet Cluster Schools</u> A magnet cluster school is an elementary neighborhood school with a defined attendance area. These schools accept all students who live within the boundary, any remaining available seats are filled by students who live outside of the neighborhood attendance boundary. To be considered for acceptance, students who live outside of the attendance boundary must submit an application in accordance with the "Options for Knowledge" publication issued by the Office of Academic Enhancement. Magnet cluster schools are designed to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. Magnet cluster schools offer a curriculum focused on a specific programmatic theme(s). CPS uses non-testing admissions procedures for its magnet cluster schools.
- 3. <u>Selective Enrollment Elementary Schools and Programs (SEES)</u> SEES (formerly referred to as Gifted and Enriched Academic Programs (GEAP) constitute a continuum of programs and services that modify, supplement and support the standard education of students identified as gifted and talented, who consistently excel in general intellectual ability or possess aptitude or talent in a specific area. SEES schools consist of Regional Gifted Centers, Classical Schools, Academic Centers and International Gifted Programs (formerly referred to as International Baccalaureate Preparatory Programs), as further described below. CPS uses standardized testing admissions procedures for these schools and programs.
 - a. Regional Gifted Centers A Regional Gifted Center is an elementary school or a program within an elementary school that offers a curriculum which is designed to meet the needs of gifted students and is faster in pace, broader in scope, and presents subject matter in greater depth than is possible in most programs. Some of these centers are designed to service the needs of high-ability English Language Learners.
 - b. Classical Schools Classical Schools are designed to provide a challenging liberal arts course of instruction for students with high academic potential. The instructional program in these elementary schools is accelerated and highly structured for strong academic achievement in literature, mathematics, language arts, world language and the humanities.
 - c. Academic Centers Academic Centers are housed in high schools and offer a program that allows academically advanced students in grades 7-8 the opportunity to move through course material at their own pace.

d. International Gifted Programs - International Gifted Programs are designed for intellectually able 6th, 7th and 8th grade students. The programs include intensive study in English, French, social studies, laboratory science, mathematics, technology, arts, library science and advanced research.

- 4. <u>Selective Enrollment High Schools and Programs (SEHS)</u> SEHS are designed to meet the needs of the city's most academically advanced high school students. A selective enrollment high school does not have an attendance area. CPS uses criteria that include standardized testing for admission to these schools and programs.
- 5. <u>Magnet High Schools and Programs</u> Generally, magnet high schools do not have a neighborhood attendance boundary. Magnet high schools offer a curriculum focused on one or more specific programmatic themes. CPS uses non-testing admissions procedures for its magnet high schools, however, a threshold stanine is generally required for eligibility. High school magnet programs also are located in neighborhood high schools in order to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. The schools accept students who live within their attendance boundaries. Students who live outside of the neighborhood attendance boundary must submit an application; students are selected in accordance with the procedures described in the annual Options for Knowledge publication.

II. ACCOUNTABILITY STANDARDS AND PROGRAM STATUS

The Office of Academic Enhancement is authorized to make annual evaluations regarding program status and continuation of resources, based on program compliance and fidelity, utilization rates and other factors. Further, at the end of each school year, the Office of Academic Enhancement may make recommendations to the CEO regarding the continuation or adjustment of any of the District's magnet and/or selective enrollment schools and programs. Any change that would eliminate a school's magnet or selective enrollment status is subject to Board approval. Any change that does not result in a change in status for the school is subject to approval by the CEO.

III. SELECTION CRITERIA

1. Socio-Economic (SES) Diversity Goals — The Board is committed to ensuring quality educational opportunities for all students in the City of Chicago and to preserving, to the extent permitted by law, the diversity achieved by the District prior to the termination of the consent decree in the federal lawsuit captioned, U.S. v. Board of Education of the City of Chicago (80 C 5124)(N D. IL). The Board is aware of the significant educational challenges facing students who live in poverty and/or attend schools with high concentrations of students who live in poverty, and is committed to providing an opportunity for those students to attend schools with more SES-diverse student populations. The Board is committed to fostering and maintaining SES-diverse learning communities so that students from different social and economic backgrounds may attend school together. The Board believes that SES-diverse learning communities will serve all children who participate in them and will better prepare them for participation in the local, national and global communities in which they will live and work. To further this goal, the Board approves the allocation of a certain percentage of entry level seats that will be filled on the basis of SES data as further described below.

The Board directs the CEO to develop and maintain an application and enrollment system that serves the SES diversity goals outlined in this policy and to publish admissions guidelines related thereto. The CEO is authorized to establish selection criteria designed to achieve these goals consistent with applicable law and this policy, and which criteria include consideration of educationally related SES factors identified through updated data published by the U.S. Census Bureau, student and school performance and enrollment data and other reliable sources of socio-economic data.

2. Academic or Related Eligibility Criteria – Only SEES, magnet high schools and programs¹ and SEHS may use academic or related criteria for determining student eligibility. All elementary magnet schools and programs shall select students in accordance with the procedures identified in the Options for Knowledge publication and the CEO's admissions guidelines. For SEES and SEHS, the CEO shall specify in the CEO's admission guidelines the percentage of applicants selected based on a combination of testing/academic criteria and SES tier designation. The academic or related eligibility criteria will be periodically reviewed to ensure that the criteria are applied in a manner that provides equal educational opportunities for all students, including students with disabilities. The Office of Academic Enhancement will review and may modify academic or related eligibility criteria as deemed appropriate.

¹ In some magnet high schools and programs, in order for a student to be included in the computerized lottery selection process, a student must have a minimum stanine of 5 in reading and math on the previous year's standardized test. In these schools, students with disabilities must have minimum stanines in reading and math that add up to 10 in any combination.

- 3. Application and Admission Process Students seeking enrollment in the 2011-2012 school year should submit applications in accordance with the Options for Knowledge publication. The Office of Academic Enhancement shall be responsible for implementing the CEO's admissions guidelines and, as necessary, issuing additional procedures and requirements with regard to the application and admissions process
 - a. Magnet Schools Where there are more applicants than available seats at any school for which applications are received, the District shall select students through computerized lotteries in accordance with Section III.5. of this Policy and the CEO's admissions guidelines. Every student that enrolls shall have an application on file with the Office of Academic Enhancement.
 - b. Magnet Cluster Schools and Magnet Schools with Attendance Boundaries Magnet Cluster Schools and Magnet Schools with attendance boundaries are attendance area schools and students from the attendance area are authorized to enroll pursuant to the Board's Enrollment and Transfer Policy. Applicants who live outside the attendance boundary shall submit an application in accordance with the Options for Knowledge publication. Where there are more applicants than available seats at any school for which applications are received, the District shall select students through computerized lotteries in accordance with Section III.5 of this Policy and the CEO's admissions guidelines. Lotteries for admissions to magnet cluster schools and magnet schools with attendance boundaries will not utilize SES tier criteria, rather citywide general lotteries will be conducted in accordance with the CEO's admission guidelines. Every student that enrolls from outside the attendance boundary shall have an application on file with the Office of Academic Enhancement.
 - c. Selective Enrollment Elementary Schools and Programs (SEES) Students are selected for Regional Gifted Centers, Classical Schools, Academic Centers and International Gifted Programs through academically based criteria and a computerized selection process, in accordance with Section III.5. of this Policy, and the CEO's admissions guidelines.
 - d. Selective Enrollment High Schools and Programs(SEHS) Applicants are selected through academically-based criteria and a computerized selection process, in accordance with Section III.5. of this Policy and the CEO's admissions guidelines and the CEO's principal discretion guidelines.
 - e. Magnet High Schools and Programs Applicants are subject to threshold academic criteria. Where there are more applicants than available seats at any school for which applications are received, the District shall select students through computerized lotteries, in accordance with Section III.5, of this Policy and the CEO's admissions guidelines.
 - f. Affirmation All applications submitted under this Policy shall contain a signed statement in which the parent or guardian affirms that the information contained in the application is true and correct. In the event that the District discovers that an applicant submitted false information in an application including, but not necessarily limited to, information regarding the applicant's residence or sibling status, the applicant shall be subject to immediate removal from the magnet or selective enrollment school or program to which admission was gained based on the falsified application.
 - g. Students with Disabilities Magnet and selective enrollment schools and programs shall strive to meet the minimum enrollment targets of students with disabilities established by the Corey H court monitor. If a school is below the minimum enrollment target, the school and the Office of Special Education and Supports (OSES) shall determine whether the placement of a program for students with low incidence disabilities is appropriate to assist the school in meeting the minimum enrollment target. In cases where the IEP of students with physical impairments requires that the children attend school in an accessible building and a magnet or selective enrollment school constitutes the closest accessible building that can implement the IEP, such admissions decisions shall be made independent of the aforementioned process and guidelines by the OSES in collaboration with the Office of Academic Enhancement
- 4. Siblings Priority Admission to Magnet Schools The CEO is authorized to establish a percentage of seats to be allocated to siblings up to and including admission of all siblings. Siblings of currently enrolled students in magnet schools shall be given priority in enrollment as specified in the CEO's admissions guidelines, provided that the enrolled sibling and the applicant sibling reside in the same household and will be attending the same school at the same time for at least one school year. For the purposes of this policy, the term sibling means natural siblings, step siblings, foster siblings and adopted siblings, as evidenced by documentation required by the Office of Academic Enhancement. For magnet high schools and high school magnet programs with academic requirements, sibling applicants must meet eligibility requirements in order to qualify for sibling priority admission. A sibling of a student who will be graduated, or who is scheduled to transfer to another school, prior to the enrollment of the sibling who is applying for admission, shall not be eligible for this priority. The priority admission only applies to twins, triplets or high order births and siblings seeking enrollment at entry and non-entry level grades. The priority admission of siblings outlined in this section does not apply to SEHS, SEES, or any other selective enrollment schools or programs. The CEO may establish a modified sibling preference for magnet cluster programs and magnet schools with defined attendance areas.
- 5. Computerized Lottery Selections Where there are more applicants to an elementary magnet school, magnet cluster school or magnet high school or program than there are spaces available, computerized lotteries will select applicants in accordance with the CEO's admissions guidelines Students will only be considered for admissions through one selection category, inclusive of sibling, proximity or SES-based admissions status. The following rules apply in sequence to the selection of students by the computerized lotteries:

- a. Sibling Selections Siblings will be selected based on available seats as described in section III.4. above and the CEO's admissions guidelines. Lotteries will be conducted as necessary when the number of sibling applicants is greater than the number of available seats. For purposes of a lottery, twins, triplets and other higher order multiple births, parents shall have the option to link their applications together, and either be admitted together or be placed next to each other on the waitlist if any of them is selected in the sibling lottery, or to submit separate applications. In the event a parent opts to submit separate applications, each child will be independently processed in the lottery and their applications will not be linked
- b. Proximity Lottery Proximity lotteries apply to only to elementary magnet schools and magnet high schools. The goal of a proximity lottery is to achieve a defined neighborhood component of the school's available seats. Proximity lotteries do not apply to magnet cluster schools, SEES schools or programs, SEHS, magnet schools with defined attendance areas, or neighborhood high schools with magnet programs. Where there are more proximity applicants to a magnet school than available seats, computerized lotteries may be run for applicants residing within a 1.5-mile proximity of the elementary magnet school and a 2.5-mile proximity of the magnet high school. The proximity area consists of a circle defined by a radius of 1.5 miles for elementary magnet schools and 2.5 miles for high school magnet schools and programs. The radius is a straight line and does not consider driving distances. The CEO is authorized to establish guidelines that determine circumstances in which proximity lotteries are not run, including where the school has exceeded a certain percentage of students residing in the proximity area and where operation of proximity lotteries may contribute to segregation on the basis of race or national origin. The CEO shall specify in the CEO's admission guidelines the percentage of applicants selected through proximity. Applicants residing within the established proximity area of a magnet school will be identified as proximity applicants through a geo-coding process that will determine if they reside within the proximity area. When a proximity lottery is not run for the entry level grade in a magnet school, non-sibling applicants will be processed through a city-wide SES lottery. Applicants will be selected for available seats in accordance with the CEO's admissions guidelines. For those magnet schools that have an attendance boundary, proximity lotteries are not conducted because students who reside within the attendance boundary will be accepted without application. Such a magnet school is the neighborhood school for these students.
- c. Citywide SES Lottery This lottery applies to elementary magnet schools and magnet high schools and programs. These citywide SES lotteries include all students not processed as siblings or considered through proximity lotteries, detailed above. The citywide SES lotteries do not apply to SEES or SEHS. The goal of the citywide SES lottery is to achieve a defined, citywide, SES-diverse component of the school's available seats in accordance with the CEO's admissions guidelines. Applicants will be selected for available seats in accordance with the CEO's admissions guidelines.
- d. *Principal Discretion* Principals' discretionary admissions shall be allowed in SEHS only. No principal discretionary selections are allowed in elementary or high school magnet schools or programs or in any SEES. All principal discretion admissions for SEHS shall be conducted in strict compliance with the CEO's principal discretion guidelines.
- 6. Chicago Residency Enrollment in any CPS magnet school, magnet cluster school, magnet high school or program, SEES, or SEHS is limited to "residents" of the City of Chicago, as further defined in the Board's Enrollment and Transfer Policy. A student is not required to reside in the City of Chicago in order to apply to these schools; however, in order to enroll, the student must reside within the City limits no later than the July 1st immediately prior to the start of the school year that the student seeks enrollment. The CEO's admissions guidelines may address procedures for compliance with proof of residency.
- 7. NCLB Transfers- The Board authorizes the CEO to the extent practicable, to incorporate a school choice transfer process, as specified in the No Child Left Behind Act (NCLB), within the enrollment process described herein for SEHS, elementary magnet schools, elementary magnet cluster schools and high school magnet programs. Under the NCLB Transfer program, transferring students receive transportation assistance to the extent required by NCLB and in accordance with CPS guidelines
- 8. Second Application Processes In the spring of each year, a second application process will be offered for magnet schools and magnet cluster schools that still have space available following the regular application process in the fall. The "End-of-Year Citywide Options Program" shall be conducted in accordance with application and process procedures published by the Office of Academic Enhancement, consistent with the SES goals articulated in this Policy. Parents will be notified of application status in accordance with the procedures established for these programs by the Office of Academic Enhancement This second application process shall be coordinated with the District's NCLB Transfer program and the School Closing Policy, to the extent practicable.

9. Opportunities to Transfer into Magnet and Selective Enrollment Schools and Programs

a. Magnet Transfers: Applications for entry into a magnet school or program at a grade level other than an entry-grade level shall be made in accordance with the Options for Knowledge publication and admissions decisions shall be made in accordance with the CEO's admissions guidelines. Requests to transfer into a magnet school or program at any grade level after the commencement of the first day of the school year shall be made in accordance with the CEO's admissions guidelines.

- b Selective Enrollment High School Transfers: There shall be no transfer opportunities into an entry level grade at a SEHS after the commencement of the first day of the school year, except as authorized under the CEO's admissions guidelines. All such transferring students must satisfy all application and testing requirements and shall be considered in accordance with the Options for Knowledge publication and CEO's admissions guidelines. Transfers to SEHS at all other grade levels are subject to review and approval by the Office of Academic Enhancement
- c. Selective Enrollment Elementary Transfers: Applications for entry into a SEES at a grade level other than an entry-grade level shall be made in accordance with the Options for Knowledge Publication and admissions decisions shall be made in accordance with the CEO's admissions guidelines. All such transferring students must satisfy all application and testing requirements and shall be considered in accordance with the Options for Knowledge publication and CEO's admissions guidelines.

IV. CONTINUATION AND EXIT CRITERIA

Absent extenuating circumstances that may affect the best interest of the student, once a student is admitted to a magnet or selective enrollment school or program, the student may remain enrolled in that school or program until the student reaches the highest grade level offered by that school; provided that remaining in the school does not adversely affect the student's social, emotional, and/or academic well-being. This right shall not be affected by changes that might be made regarding transportation guidelines pertaining to these schools.

Students cannot automatically transfer from one magnet or selective enrollment school or program into another. If a student who is enrolled in a magnet or selective enrollment school or program is interested in attending another magnet or selective enrollment school or program, the student must apply through the standard application procedures set out in this policy. Once a student transfers out of a magnet or selective enrollment school or program, if he/she wishes to return to that school or program, he/she must senpply for admission to that school or program through the standard application procedures. All students enrolled in a magnet or selective enrollment school or program are also subject to the transfer provisions identified in the Board's Enrollment and Transfer Policy and the CEO's guidelines

V. TRANSPORTATION

- 1. Application to and acceptance in any magnet school, magnet cluster school or SEES shall be rnade without regard to whether a student is eligible for transportation services. Hence, a student may apply and be accepted to a magnet school or program regardless of whether the student would be entitled to receive transportation.
- 2. CPS provides transportation services during the regular school day to students attending its magnet schools and programs in accordance with applicable federal and state laws, any board reports related to specific schools and the following requirements. Subject to the availability of funding, the following transportation services will be provided:
 - a. Transportation service is provided to those students attending an elementary magnet school, who live more than 1.5 miles and less than 6.0 miles from the school in which they are enrolled
 - b. Transportation service is provided to those students attending a Regional Gifted Center who live more than 1.5 miles from the school in which they are enrolled (with the exception of Carnegie, Coonley and South Loop, which provide transportation as described in the Options for Knowledge publication).
 - c. Transportation service is provided to 7th and 8th grade students attending academic centers who live more than 1.5 miles from the school in which they are enrolled, in accordance with the procedures established for academic centers described in the Options for Knowledge publication.
 - d. Transportation service is provided to 6th, 7th and 8th grade students attending International Gifted Programs, who live more than 1.5 miles from the school in which they are enrolled, in accordance with the procedures established for International Gifted Programs described in the Options for Knowledge publication.
 - e. Transportation is provided to students attending any classical schools who live more than 1.5 miles from the school in which they are enrolled and who reside within the transportation ranges described in the Options for Knowledge publication.
- 3. The provisions of this Policy will not act to limit the entitlement of any student who receives transportation services as a result of IEP accommodations, homelessness or any other program that provides transportation services.
- 4. Transportation services are not provided to any student residing less than 1.5 miles from the school they are attending, unless a safety hazard exists within the minimum transportation distance Parents requesting transportation within the 1.5 mile area must complete the "Request for Exception Application for Determination of Serious Safety Hazard" form and return it to the school principal. The request must be approved by the Management Support Director with any appeals going to the Office of P-12 Management.
- 5. Transportation services are not provided to students in the 9th through 12th grades attending any magnet high school, any selective enrollment high school or program, or any magnet program at the high school level.

VI. AUTHORIZATION TO FORMULATE AND MODIFY GUIDELINES

The CEO is authorized to formulate and issue guidelines as specified in this Policy to effectively administer applications for enrollment in magnet and selective enrollment schools and programs. The CEO may also issue revised or updated guidelines as necessary for the effective implementation of the requirements of this Policy.

VII. REVIEW OF POLICY AND RECOMMENDATIONS

On or before June 1, 2011, the CEO shall re-convene the Blue Ribbon Commission or an alternative forum for public discussion of the results of the 2011-2012 selection process and make recommendations for adoption of a policy for future school years.

VIII. ENFORCEMENT

Violations of this policy or any guidelines, manuals or procedures issued pursuant to or in relation to this policy are prohibited. Employees of the Board who commit such violations will be subjected to severe penalties, up to and including termination. Students who are enrolled in a school or program in violation of this policy will be subject to removal from that magnet or selective school or program. The CEO is authorized to develop a process for determining whether a student should be removed from a magnet or selective enrollment school or program.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1117-RS1 through 10-1117-RS4 and 10-1117-PO1 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1117-RS1 through 10-1117-RS4 and 10-1117-PO1 adopted.

10-1117-CO1

COMMUNICATION RE: LOCATION OF BOARD MEETING OF DECEMBER 15, 2010

Mary B. Richardson-Lowry, President, and Members of the Board of Education Norman R. Bobins Dr. Tariq H. Butt Alberto A. Carrero, Jr. Peggy A. Davis Clare M. Muñana Roxanne Ward

This is to advise that the regular meeting of the Board of Education scheduled for Wednesday. December 15, 2010 will be held at:

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

Registration for Public Participation will be held between the hours of 8 00 a m and 9 00 a m on the 1st Floor of the Clark Street Lobby. The Public Participation segment of the meeting will begin at approximately 10:30 a.m. and end at 12 30 p m., and will be followed immediately by the Business portion of the meeting.

10-1117-CO2

COMMUNICATION RE: REAPPOINTMENT OF TRUSTEE
TO SERVE ON THE PUBLIC SCHOOL TEACHERS' PENSION
AND RETIREMENT FUND OF CHICAGO
(Alberto Carrero, Jr.)

TO THE MEMBERS OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:

I hereby reappoint Alberto Carrero, Jr. to serve as a Trustee on the Public School Teachers' Pension and Retirement Fund of Chicago, with said term commencing November 2010 and expiring November 2012.

The Secretary presented the following Statement for the Public Record:

STATEMENT OF ESTIMATE OF FY 2011 TAX STATEMENT

The total of the Chicago Board of Education's estimated corporate and special purposes levies for FY 2011 is \$2,085,500,000.

It is customary for the Board to adopt levies in December that maximize the Board's financial flexibility until revenues from all other sources can be determined. The amount of the levies that will actually be used in 2011 will be determined in the FY 2012 budget that will be presented to the Board in May or June of 2011. It will depend upon the Board's current financial situation and the revenues that are needed to keep the long term financial plan in balance.

10-1117-CR1

City of Chicago Board of Education Finance and Audit Committee Meeting Held November 9, 2010

Board Member Clare Muñana was appointed chairperson of the Committee; Board Member Alberto Carrero was appointed co-chairperson.

Chief Financial Officer Diana Ferguson and members of the Finance Team reported during the meeting that state aid payments to CPS continue to be delayed. The state owes the District \$164 million in payments from the last fiscal year and is already \$206 million behind in FY 2011

Because the City of Chicago has declared a surplus of \$180 million in the tax increment financing fund, CPS will receive an infusion of approximately \$90 million.

The District relied on \$190 million from its reserve fund to close the FY 2011 budget deficit. Plans to replenish the fund were described and include: depositing FY 2010 state aid payments due to the District and funds from the TIF surplus. A restructuring of about 5 percent of CPS's debt will also afford operating relief. Additionally, \$382 million in new bonds were issued to finance the District's capital improvement program.

Committee members also learned that the District has closed on a \$500 million line of credit that will allow CPS to address cash flow needs due to continuing delay in state aid payments and in collection of property tax revenues.

The District's allocation of federal "Ed Jobs" money is \$104 million, Committee members were told. Funds are being used to restore 1,000 school-based positions throughout the District.

The report provided a preview of the FY2012 budget. Preliminary projections indicate that the District will continue to be adversely affected by increased costs and reduced revenues. Contractually obligated pay increases to teachers and other unionized workers will amount to some \$135 million in new costs, another \$35 million in healthcare and pension increases are also anticipated. At the same time, the District cannot count on continuing cash infusions from federal stimulus (\$250 million) and Ed Jobs (\$104 million) funding.

Altogether, District finance officials currently estimate a deficit of \$720 million, exclusive of any operational cost increases and assuming level state funding and no reversal of the pension relief approved by the legislature earlier this year.

The Committee also heard that the FY 2010 audit is ongoing and should be successfully completed by the end of the year.

The quarterly report of Board Office expenses was reviewed. It totaled \$55,003 for the first quarter of FY 2011, and fell into several categories: commodities and supplies, such as copy paper, professional and technical services for archiving and court reporting/transcription of meetings, and costs related to professional associations (National Association of School Boards and Illinois Association of School Boards); and services such as advertising, printing and equipment repairs

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 October—All transfers are budget neutral. A brief explanation of each transfer is provided below

1. Transfer from Department of College and Career Preparation - Citywide to Thomas Kelly High School

Rationale:	Funds for V	OYCE program at Kelly H.S.	
Transfer From:	Unit Fund Account Program	Department of College and Career Preparation - Citywide General Education Fund Pupil Transportation Ninth Grade Summer Bridge	13727 115 54210 160013
	Grant	Default Value	000000
Transfer to:	Unit Fund Account Program Grant	Thomas Kelly High School General Education Fund Commodities - Supplies Ninth Grade Summer Bridge Default Value	46181 115 53405 160013 000000
Amount:	\$1,000.00		

2. Transfer from Department of College and Career Preparation - Citywide to Thomas Kelly High School

Rationale:	Funds for V	OYCE program at Kelly H.S	
Transfer From:	Unit	Department of College and Career Preparation - Citywide	13727
	Fund	General Education Fund	115
	Account	Pupil Transportation	54210
	Program	Ninth Grade Summer Bridge	160013
	Grant	Default Value	000000
Transfer to:	Unit	Thomas Kelly High School	46181
	Fund	General Education Fund	115
	Account	Travel Expense	54205
	Program	Ninth Grade Summer Bridge	160013
	Grant	Default Value	000000
Amount:	\$1,000.00		

3. Transfer for Department of College and Career Preparation - Citywide

Rationale:	Funds for F	Food Orders.	
Transfer From:	Unit Fund	Department of College and Career Preparation - Citywide General Education Fund	13727 115
	Account	Seminar, Fees, Subscriptions, Professional Memberships	54505
	Program	Dccp Specialist - Area 21	212102
	Grant	Default Value	000000
Transfer to:	Unit Fund	Department of College and Career Preparation - Citywide General Education Fund	13727 115
	Account	Meals, Lodging, & Travel - Other	54555
	Program	Dccp Specialist - Area 21	212102
	Grant	Default Value	000000
Amount:	\$1,000.00		

4. Transfer from Citywide Facility Opers & Maint to Winnemac Stadium

Rationale: Repairs per David Allen. 11880 Citywide Facility Opers & Maint Transfer From: Unit 230 56105 Fund Public Building Commission O & M Account Services - Repair Contracts Playgrounds And Stadia 320008 Program 000000 Default Value Grant 68070 Transfer to: Unit Winnemac Stadium 230 56105 Fund Public Building Commission O & M Account Services - Repair Contracts Playgrounds And Stadia Program 320008 000000 Default Value Grant \$1,000.00 Amount:

5. Transfer from Office of Student Support and Engagement to Frederick A Douglass Academy High School

Rationale:	Transfer to	cover costs of hosting Debate tournament - Douglass.	
Transfer From:	Unit	Office of Student Support and Engagement	10870
	Fund	General Education Fund	115
	Account	Commodities - Food Supplies	53205
	Program	Debate-Critical Thinking	111016
	Grant	Default Value	000000
Transfer to:	Unit	Frederick A Douglass Academy High School	41061
	Fund	General Education Fund	115
	Account	Miscellaneous Charges	57940
	Program	Debate-Critical Thinking	111016
	Grant	Default Value	000000
Amount:	\$1,000.00		

365. Transfer for Citywide - Office of Mathematics

Rationale: ITG # 95956 - Teaching and Learn		6 - Teaching and Learning IDS Computer Lease Payments.	ig IDS Computer Lease Payments.	
Transfer From:	Unit Fund Account Program Grant	Citywide - Office of Mathematics NCLB Title I Regular Fund Commodities - Textbooks Instructional Design Systems (Ids) Supplementary	13715 332 53305 221034 430112	
Transfer to:	Unit Fund Account Program Grant	Citywide - Office of Mathematics NCLB Title I Regular Fund Services - Contractual Tech XI - Leasing Supplementary	13715 332 54105 266411 430112	

Amount: \$330,000.00

366. Transfer for Citywide - Reading & Language Arts

Rationale:	ITG # 9595	56 - Teaching and Learning IDS Computer Lease Payr	nents.
Transfer From:	Unit	Citywide - Reading & Language Arts	13705
	Fund	NCLB Title I Regular Fund	332
	Account	Teacher Salaries - Extended Day	51130
	Program	Instructional Design Systems (Ids)	221034
	Grant	Supplementary	430112
Transfer to:	Unit	Citywide - Reading & Language Arts	13705
	Fund	NCLB Title 1 Regular Fund	332
	Account	Services - Contractual	54105
	Program	Tech XI - Leasing	266411
	Grant	Supplementary	430112
Amount:	\$364,166.	00	

367. Transfer from Safety and Security - Citywide to Office of School Safety and Security

Rationale:	Per vaughr	vaughn bryant - funds for phase II of safe passage.		
Transfer From:	Unit	Safety and Security - Citywide	10615	
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331	
	Account	Teacher Salaries - Extended Day	51130	
	Program	Contingency For Project Expan	600002	
	Grant	Neib Culture Of Calm Arra	430105	
Transfer to:	Unit	Office of School Safety and Security	10610	
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331	
	Account	Services - Professional & Technical	54125	
	Program	Other Govt Fnded Prits-Guidnce	212017	
	Grant	Nelb Culture Of Calm Arra	430105	
Amount:	\$3,344,09	9.05		

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

10-1117-EX2

WITHDRAWN

APPROVE THE EXPANSION OF ANDREW JACKSON LANGUAGE ACADEMY

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the expansion of the Andrew Jackson Language Academy ("Jackson") with the establishment of a second campus at 1522 W. Fillmore ("Jackson – Fillmore campus")

DESCRIPTION:

Jackson currently serves about 545 students in kindergarten through eighth grade. Effective July 1, 2011, Jackson will consist of two campuses: the Jackson – Harrison campus at 1340 W. Harrison and the Jackson – Fillmore campus at 1522 W. Fillmore. The two campuses will allow for increased student capacity. Beginning with the 2011-2012 school year, Jackson will add additional classrooms to the kindergarten, first grade and second grade and then may continue to add additional kindergarten seats each year thereafter.

PUBLIC HEARING:

A public meeting was convened on Monday, November 15, 2010 to receive public comment on the CEO's proposal to expand Jackson with the Jackson – Fillmore campus. A summary report of the comments made at that meeting was provided to the Office of the Board

JACKSON EXPANSION:

Jackson will consist of two campuses and allow for more students to be served. It will continue to be a magnet school offering students the opportunity to study different languages. The school principal has the authority to determine whether the two campuses will serve different student grade levels.

STUDENT ENROLLMENT:

All students who are currently enrolled at Jackson will remain enrolled, but beginning with the 2011-2012 school year, depending on their grade level, Jackson students may be assigned to either the Jackson – Harrison campus or the Jackson – Fillmore campus.

Incoming students at Jackson will be selected in accordance with the Board's 2011-2012 Admissions Policy for Magnet and Selective Enrollment Schools and guidelines. The location of the Jackson – Harrison campus will be used to determine who may be eligible for the proximity lottery.

TRANSPORTATION:

Transportation will be provided in accordance with the Board's 2011-2012 Admissions Policy for Magnet and Selective Enrollment Schools and guidelines. The location of the Jackson – Harrison campus will be used to determine who is eligible for transportation services.

LSC IMPLICATIONS: The Jackson LSC will continue.

FINANCIAL: The creation of a new campus of Jackson at the Jackson-Fillmore campus is contingent on Board approval of a contract for the renovation of the Jackson-Fillmore building and appropriate start up costs. The financial implications of operating additional grades of Jackson will be addressed during the development of the 2011-2012 budget.

PERSONNEL IMPLICATIONS: Jackson will be staffed in accordance with the Board's Policy on Class Size as it exists now or may hereafter be amended

Board Report 10-1117-EX2 was withdrawn.

10-1117-EX3

AMEND BOARD REPORT 10-0728-EX8 APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL AGREEMENT WITH PROLOGUE, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the granting of a charter and entering into a Charter School Agreement with Prologue, Inc., for a five-year period. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

This November 2010 amendment is necessary to authorize Prologue, Inc. to identify the independent facility located at 1549 W. 95th Street as the new location for the Joshua Johnston Charter School for Fine Art and Design. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: Prologue, Inc.

1135 N. Cleaver St. Chicago, Illinois 60622 Phone: 773-297-1215 Contact: Nancy Jackson

CHARTER SCHOOL: Joshua Johnston Charter School for Fine Art and Design

1060 East 47th Street 1549 W. 95th Street

Chicago, Illinois 60663 43 Phone: 773-935-9925 Contact: Nancy Jackson

OVERSIGHT: Office of New Schools

125 S. Clark, 5th Floor Chicago, IL 60603 773-553-1530

Contact Person: J. Terence Patterson, Interim Executive Officer

DESCRIPTION: The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 70 charter schools may be operated in the city of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school.

CHARTER APPLICATION PROPOSAL: The Joshua Johnston Charter School for Fine Art and Design (Joshua Johnston) proposal was submitted by Prologue, Inc. and received by the Board on September 28, 2009. Joshua Johnston's mission is to provide a comprehensive alternative education focused on fine art and design careers for at-risk youth who are not succeeding in Chicago's traditional high schools. The school will combine the collective experience and expertise of two successful community-based educational organizations, Prologue, Inc. and Little Black Pearl Workshop. This school will provide its students with the means to enhance their self-concepts, broaden their life choices, and understand their own life condition and their communities. The school is slated to open in the fall of 2010 serving 150 students in grades 9-12. At capacity, the school will serve 250 students in grades 9-12. The school will be located at 1060 East 47th Street. Public hearings on Renaissance 2010 charter school submissions submitted in 2009, as required by statute, were held on September 10, 2009, November 5, 2009 and July 19, 2010.

In October 2010 Prologue, Inc. submitted a material modification to identify the independent facility located at 1549 W. 95th Street as the new location for the Joshua Johnston Charter School for Fine Art and Design. A public hearing on the proposed change was conducted on Wednesday, November 10, 2010. The hearing was recorded and a summary report is available for review.

TERM: The term of the Joshua Johnston charter and agreement shall commence July 1, 2010 and end June 30, 2015.

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

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

AFFIRMATIVE ACTION: Not applicable.

FINANCIAL: The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY11 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of 150 students in 2010-11 will be approximately \$1,190,700.00. These budget figures are based on estimated per pupil funding amounts for FY11.

GENERAL CONDITIONS:

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

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

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

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

10-1117-ED1

REPORT ON STUDENT EXPULSIONS FOR OCTOBER 2010

DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORT THE FOLLOWING DECISION:

52 Students were expelled from the Chicago Public Schools in October 2010

DESCRIPTION:

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the School Code of Illinois, Section 6-8 of the Rules of the Board of Education of the City of Chicago, and the Student Code of Conduct of the Chicago Public Schools, the designee for the Chief Executive Officer approved the expulsion of 52 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

October Totals (October 1 to October 31, 2010)

Expulsions	52
No Expulsions	17
SMART Referrals	84
	153

(2010-2011 Totals to Date)

(August 1, 2010 to current)

Expulsions	91
No Expulsions	37
SMART Referrals	124
Decisions Pending	25
_	277

LSC REVIEW:

LSC review is not applicable to this report.

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

No cost to the Chicago Public Schools.

PERSONNEL IMPLICATIONS:

None.

10-1117-BD1

AUTHORIZE AWARD OF SCHOLARSHIP TO DAMANI RASHAD BOLDEN ATTENDING THE UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN

THE OFFICE OF THE BOARD REPORTS THE FOLLOWING:

Authorize award of scholarship to Damani Rashad Bolden attending the University of Illinois at Urbana-Champaign ("University") and authorize payment in the amount of \$1,000.00 to the University. This scholarship is being awarded pursuant to a Board Resolution (07-0725-RS3) authorizing scholarship awards to Honorary Student Board Members who are attending a two or four year college or university. Information pertinent to this scholarship award is stated below.

UNIVERSITY: University of Illinois at Urbana-Champaign

506 S. Wright Urbana, II 61801 Jane Barham 217.2442024 Vendor # 32571

USER: Office of the Board

125 S. Clark Street Estela Beltran 773.553-1600

PAYMENT PERIOD: Tuition payment is authorized to the university on behalf of Damani Rashad Bolden for the 2010-2011 school year.

SCHOLARSHIP AMOUNT: \$1,000.00

AUTHORIZATION: The Chief Financial Officer is authorized to direct payment to be made to the University

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

FINANCIAL: Charge to: Office of the Board: \$1,000.00 Fiscal Year. 2011

Budget Classification: 10110-115-54105-231004-000000 Source of Funds: Board of Education/Educational Services

10-1117-OP1

AMEND BOARD REPORT 09-0923-0P1
AMEND BOARD REPORT 03-0527-0P19
AMEND BOARD REPORT 02-0724-0P06
APPROVE ENTERING INTO TWO LEASE AGREEMENTS WITH
PERSPECTIVES CHARTER SCHOOL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into two lease agreements with the Perspectives Charter School for the building and land at 1915 South Federal Street. Written lease agreements are currently being negotiated. The Tenant

shall not take possession of either premises nor shall any leasehold estates be created prior to the execution of the written lease agreements. The authority granted herein shall automatically rescind in the event written agreements are not executed within 90 days of the date of this Board Report. Information pertinent to the lease agreements is stated below

This Amended Board Report is necessary because the Tenant has restructured its financing by obtaining a loan to construct the new building and improvements without encumbering its leasehold estate with a mortgage. However, In lieu thereof, the Board will be required to give a Guaranty of the debt to the same extent that the Board was required pay the lien of the mortgage as set forth in the Original Board Report. This amended Board report authorizes an Amendment of the Lease to reflect the foregoing and authorizes the execution of the Guaranty.

This September 2009 Amended Board Report is necessary because Perspectives has entered into a Letter of Credit arrangement with Harris Bank, pursuant to which Harris Bank has issued a Letter of Credit in favor of Perspectives to support the loan through the Illinois Finance Authority. The Original Reimbursement Agreement pursuant to which the Letter of Credit was issued has expired and has been extended through November 2009. Perspectives and Harris Bank have agreed to renew the Reimbursement Agreement and extend the Letter of Credit, including amending certain covenants and the amortization schedule therein, upon certain conditions, including the continuation of the Board's Guaranty in an amount not to exceed \$4,500,000. This Amendment authorizes the extension of the Board Guaranty.

This November 2010 amendment is necessary because the Amended and Restated Reimbursement Agreement and its extension will expire on January 5, 2011. This amendment delegates authority to the Chief Financial Officer to execute future extensions of the Board Guaranty consistent with the parameters of this amended Board Report.

TENANT: Perspectives Charter School

1532 South Michigan Avenue Chicago, IL 60603

Contact Person: Matt Shaw Phone: (312) 431-8770

LANDLORD: Board of Education of the City of Chicago

LEASES: A Ground Lease shall be executed for the eastern portion of the Parcel (under which the Tenant shall construct the New Building identified below) and a Building Lease shall be executed for the western portion of the Parcel (under which the Tenant shall lease the Existing Building identified below). Each of the Premises under the leases will be identified pursuant to a survey.

PARCEL: The entire parcel encompassing both Leases consists of an approximately 74,000 square feet triangular parcel bounded by South Federal Street, West 19th Street and South Archer Avenue (the "Parcel").

TERM: The term of each lease agreement shall commence on the date such agreement is signed. The Building Lease shall end June 30, 2004. The Ground Lease shall end June 30, 2042. Both leases shall automatically terminate in the event that the Charter School Agreement between the Board and Perspectives Charter school is terminated or in the event that Perspectives Charter School otherwise ceases to operate.

USE: The Tenant shall use the Existing Building and the New Building to accommodate the operation of the Perspectives Charter School.

EXISTING BUILDING: The existing building is a one-story modular unit located on the western portion of the Parcel. Tenant shall occupy the Existing Building for the term of the Building Lease during which time it shall be constructing the New Building, as detailed below.

CONSTRUCTION OF NEW BUILDING: Under the Ground Lease, Tenant shall have the right to construct a new building, for school purposes only, on the eastern portion of the Parcel, as specifically identified in the Ground Lease (the "New Building"). The New Building shall be a 3-story, 36,000 square foot facility with a footprint of approximately 12,000 square feet. The constructions budget and all plans and specifications for the New Building shall be subject to Board approval.

ADDITIONAL IMPROVEMENTS TO THE PARCET: Under the Ground Lease, Tenant shall also make other improvements to the Parcel, including a parking lot, recreational facilities and open space; all being subject to Board approval. The Ground Lease provides for a sharing of the additional improvements between the Board and the Tenant.

OWNERSHIP OF NEW BUILDING AND ADDITIONAL IMPROVEMENTS: At the termination of the Ground Lease due to expiration of the Lease Term or termination of the Lease due to default or breach by the Tenant, the New Building and all additional improvements shall become the sole property of the Board and Tenant shall cease to have any ownership rights or leasehold rights.

GUARANTY: The Board shall execute a Guaranty of a default in the loan to the Tenant for the construction of the new building and improvements, such Guaranty being limited to the second \$4,500,000 of such debt, the first \$1,000,000 being the obligation of the Tenant or a third party or parties

RENT: The annual rent for the Term of the Leases shall be as follows:

Building Lease: \$1 per annum

Ground Lease: Commencement until 6/30/34: \$1 per annum

7/1/34 to 6/30/42

\$250,000 per annum, payable monthly in advance, and

increasing on a cumulative basis by 3% on 7/1/35 and

each July 1 thereafter.

INSURANCE/INDEMNIFICATION: Tenant shall provide adequate insurance at all times as specified in

the Lease Agreements.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the Lease Amendment and Guaranty. Authorize the President and Secretary to execute the Lease Amendment and Guaranty. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate the lease agreements. Authorize the General Counsel to review and negotiate terms of the Extension of the Board Guaranty as may be necessary. This authority is contingent on the other Guarantors on the Letter of Credit remaining Guarantors of the Letter of Credit and the Board having no additional exposure under the Guaranty.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Credit to General Fund **Budget Classification: 210**

GENERAL CONDITIONS:

Inspector General - Each party to the agreements 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 agreements 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 agreements.

Ethics - The Board 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 agreements.

Contingent Liability - The agreements 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 Richardson-Lowry abstained on Board Report 10-1117-OP1.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1117-EX1, 10-1117-EX3, 10-1117-ED1, 10-1117-BD1 and 10-1117-OP1, with the noted abstention would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1117-EX1, 10-1117-EX3, 10-1117-ED1, 10-1117-BD1 and 10-1117-OP1 adopted.

10-1117-PR1

APPROVE ENTERING INTO AN AGREEMENT WITH MNJ TECHNOLOGIES DIRECT, INC. FOR THE **PURCHASE OF PROJECTORS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with MNJ Technologies Direct, Inc. for the purchase of projectors for all schools, including charter schools, area instructional offices and central office departments at a cost not to exceed \$1,000,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for this purchase is available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below

Specification Number: 10-250036

Contract Administrator: Nanzi Flores / 773-553-2273

VENDOR:

1) Vendor # 38667

MNJ TECHNOLOGIES DIRECT 1025 S. BUSCH PARKWAY BUFFALO GROVE, IL 60089 Sonny Rogalevich 847-876-8819 847-876-5619

USER:

Office of Procurement and Contracts 125 South Clark Street 10th Floor Chicago, IL 60603

Contact: Nanzi Flores Phone: 773-553-2273

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. This agreement shall have two (2) options to renew for periods of twelve (12) months each.

EARLY TERMINATION RIGHT:

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

DESCRIPTION OF PURCHASE:

Goods: Projectors for all Area Instructional Offices, Central Office Departments and Schools.

Quantity: to be determined.

Unit Price: as indicated in the contract. Total Cost Not to Exceed: \$1,000,000.00

OUTCOMES:

This agreement will result in the Board having the ability to purchase projectors for the District.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; total compensation not to exceed the sum of \$1,000,000.00.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% total MBE and 15% total WBE participation. OBD recommends a partial waiver of the MBE goal as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted because the contract scope is not further divisible.

The vendor will self-perform these services.

Total WBE - 100%

MNJ Technologies Direct, Inc. 1025 E. Busch Parkway Buffalo Grove, IL 60089 Contact: Susan Kozak

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Various Schools and Departments

Fiscal Year: 2011-2013 Budget Classification: Various Amount: Not to Exceed \$1,000,000

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 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).

10-1117-PR2

AMEND BOARD REPORT 10-0922-PR4 AMEND BOARD REPORT 10-0428-PR7 APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH C AND M JV1 COMPANY, LTD FOR MILK SUPPLY AND DELIVERY SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to extend the agreement with C&M JV1 Company, Ltd. to provide milk supply and delivery to Chicago Public Schools at a cost for the option period not to exceed \$21,000,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This September 2010 amendment is necessary to (i) add a new budget line to accommodate snacks as part of the extended day learning program and (ii) change the budget line and dollar amount. No written amendment is required.

This November 2010 amendment is necessary to substitute a new fuel as the basis for price adjustments. The original agreement allows for a monthly fuel adjustment based upon the price for Low Sulfur #2 with Lubricity fuel for Chicago/the Chicago area as set forth in the Oil Price Information Service (OPIS) PADD Report. This fuel is being phased out and replaced with cleaner burning Ultra Low Sulfur Diesel and is to be used for price adjustments retroactive to November 1, 2010. A written amendment to the renewal agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number: 09-250053

Contract Administrator: Patricia Hernandez / 773-553-2256

VENDOR:

1) Vendor # 39550 C & M JV1 COMPANY, LTD. 16408 S. PULASKI ROAD MARKHAM, IL 60426 Christine Stajazczak 708-596-3436

USER:

Citywide Nutrition Support Services 125 South Clark Street 16th Floor Chicago, IL 60603

Contact: Louise Esaian Phone: 773-553-2830

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0826-PR5) In the amount of \$20,163,001.00 is for a term commencing September 1, 2009 and ending June 18, 2010 with the Board having four (4) options to extend for one-year each. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification No. 09-250053).

OPTION PERIOD:

The term of this agreement is being extended for one-year commencing June 19, 2010 and ending June 18, 2011.

OPTION PERIODS REMAINING:

There are 3 option periods for one year each remaining.

SCOPE OF SERVICES:

Vendor shall continue to supply and deliver milk to Chicago Public Schools as set forth in the original agreement.

DELIVERABLES:

Vendor will continue to supply and deliver milk as set forth in the agreement.

OUTCOMES:

Vendor's services shall continue to result in the delivery of quality milk products for consumption by Chicago Public Schools students.

COMPENSATION:

Vendor shall be paid during this option period in accordance with the terms and rates set forth in the original agreement; total cost for the option period not to exceed \$21,000,000.

AUTHORIZATION

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

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include: 10% MBE and 15% WBE. However, pursuant to section 9.5 of the Remedial Program for Minority and Women Owned Buiness Enterprise Participation in Good and Services Contracts, the Office of Business Diversity recommends that a partial waiver of the MBE goal be granted as the vendor has demonstrated reasonable good faith efforts in achieving participation. The vendor has identified and scheduled the following firms and percentages:

Total MBE - 1%
Petromex
14702 S. Hamlin
Markham, IL 60426
Contact: Felipe Estrada

Total WBE 99%

C & C Dairy, Inc. 16408 S. Pulaski Rd. Markham, IL 60453

Contact Person: Christine Stajsczak

McMahon Food Corp. 2110 S. Marshall Blvd Chicago, IL 60623

Contact Person: Bridget McMahon

Krystal Dairy Services, Inc. 18121 Highwood Ave. Homewood, IL 60430

Contact: Mary Catherine Hrascinski

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Food Services: \$21,000,000 Source of Funds: Lunchroom Funds

12050-331-53405-256009-000000-2011 \$145,000.00

12050-312-53205-256009-000000-2011 \$20,855,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

10-1117-PR3

AMEND BOARD REPORT 10-0922-PR7 AMEND BOARD REPORT 10-0428-PR16 APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH PREFERRED MEAL SYSTEMS FOR PREPARED MEALS-FROZEN PREPLATED AND DISTRIBUTION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve exercising the second option to renew the agreement with Preferred Meal Systems to provide preplated meal-frozen to the Board at a cost not to exceed \$24,200,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This September 2010 amendment is necessary to (i) add a new budget line to accommodate snacks as part of the extended day learning program and (ii) change the budget line and dollar amount. No written amendment is regulred.

This November 2010 amended Board Report is necessary to substitute a new fuel as the basis for once adjustments and to revise the affirmative action section. The original agreement allows for a penodic fuel adjustment based upon the price for Low Sulfur #2 with Lubricity fuel for Chicago/the Chicago area as set forth in the Oil Price Information Service (OPIS) PADO Report. This fuel is being phased out and replaced with cleaner burning Ultra Low Sulfur Diesel. Therefore, the OPIS is no longer publishing this fuel price information. The pricing for Ultra Low Sulfur Diesel is to be used for future price adjustments. A written amendment to the renewal agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of this amended Board Report.

Specification Number: 08-250016

Contract Administrator : Patricia Hernandez / 773-553-2256

VENDOR:

1) Vendor # 31236 PREFERRED MEAL SYSTEMS 3 5240 ST. CHARLES ROAD BERKELEY, IL, 60163 Arthur H. Bell 708-318-2520

USER:

Citywide Nutrition Support Services 125 South Clark Street 16th Floor Chicago, IL 60603

Contact: Louise Esaian Phone: 773-553-2830

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 08-0723-PR13) in the amount of \$24,027.653.00 was for a term commencing September 1, 2008 and ending June 13, 2009, with the Board having 4 options to renew for a one year period each. The agreement was renewed (authorized by Board Report 09-0422-PR4) in the amount of \$24,997,907.00 for a term commencing June 14, 2009 and ending June 13, 2010. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 through a duly adverstised Bid Solicitation (Specification No. 08-250016).

OPTION PERIOD:

This agreement is being extended for a one (1) year term commencing June 14, 2010 and ending June 13, 2011.

OPTION PERIODS REMAINING:

There are two (2) options to renew remaining for a period of one (1) year each.

SCOPE OF SERVICES:

Vendor will continue to provide and deliver preplated frozen and heated meals to schools pursuant to the terms and conditions of the written agreement. Sites may be added or deleted at a later date to accommodate the Board.

DELIVERABLES:

Vendor will continue to provide frozen preplated breakfasts, lunches and after school meals and snacks.

OUTCOMES

Vendor's services will continue to result in the delivery of quality meal services for the Chicago Public Schools.

COMPENSATION:

Vendor shall be paid during the option period in accordance with the rates set forth in the written agreement, total cost during this option period shall not exceed \$24,200,000.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program and Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE participation goals for this contract includes 35% total MBE and 7% total WBE. The vendor has identified the following firms:

Total MBE= 35%

Balton Corporation 8016 S. South Chicago Chicago, IL 60617

T&T Food Services 2046 W. Lake St. Chicago, IL 60612

Mil-Ray Food Company, Inc. 151 White Cedar Drive Sicklerville, NJ 08081

Total WBE = 7%Open Kitchens, Inc.1161 W. 21st Str.Chicago IL 60617Baja Food636 W. Roots St. Chicago, IL 60609

White Glove 356 E. Irving Park Road Wood Dale, IL 60191

LSC REVIEW

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Food Services: \$24,200,000

Source of Funds: Lunchroom Fund 312 and 314

\$423,626.00	12050-314-53205-256009-000000-2010
\$724,694.00	12050-312-53205-256212-000000-2010
\$22,901,680.00	12050-312-53205-256009-000000-2011
\$150,000.00	12050-331-53405-256009-430104-2011

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

10-1117-PR4

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

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the award of Capital Improvement Program construction contracts in the total amount of \$3,377,176.01 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$100,455.00 as listed in Appendix B of this report. 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.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$946,158.00 listed in Appendix C of this report. These construction contract changes are being submitted to the Board for approval prior to processing 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 in excess of \$50,000 or 10% of the original contract amount, whichever is less, or, as provided under Section 7-5 of the Rules, are necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property or to prevent interference with school sessions.

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

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

FINANCIAL: Expenditures involved in the Capital Improvement Program are charged to

the Department of Operations, Capital Improvement Program. Budget classification: Fund – 470, 499, 436, and 474 will be used for all Change Orders (Appendix B & C); 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 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).

Appendix A November 2010

REG	SCHOOL	CONTRACTOR	WORK DESCRIPTION	CONTRACT AWARD	AWARD DATE	FISCAL YEAR	PROJECT COMPLETE	CIP BUDG	ET FUN	D CONTRACT	PROJECT SCOPE AND NOTES	ANTICIPATED COMPLETE
•	Notre Dame - Wellington (Camras)	K.R. Maller Contractors, Inc.	10C	\$ 29,509 /5	10/7/2010	2010	\$ 34,822	\$ 33,6	63 477	2035206	install CPS provided playground equipment on site prepared by PBC	9/17/2010
1	Prussing ES	F.H. Paschen, S.N. Nielsen & Associates , LLC	JOC	\$ 73,946.30	10/7/2010	2010	\$ 98,439	\$ 103,2	59 477	2035213	install CPS provided playground equipment on site prepared by GC, demo washing as needed.	9/17/2010
1	Sullivan HS	Paul Borg Construction Co , Inc	юс	\$ 764 901 37	10/7/2010	2010	\$ 821 849	\$ 1.026.s	35 477	2035221	Sullivan High School Parturg Lot Improvements. Replace two existing parting lots with two new full scope parting lots, approximately 17,000 SF each including. 3-new dimensional and curb Lots with new ornamental metal siding gates (3 lots). New anaphat parving and not base including subgrade size retainage. New concrete walknays at one size of each parting lot that lead from sclewalk to building entitince. New area drains, and storm sewer lines to city street man. New landscaping on one side of and at the rear of each parting lot to form an 1, shape border, pair internal fandscape islands with trees as required by Cey Zoning Ordinance. New strong including striping for accessible parting spaces and appraige in the North Lot. New site lighting as per ordinance to supplement existing parting lot lighting. Impation as required by ordinance. A new accessible ramp and stair at the South lot is pending further site investigation.	
				\$ 868,357.42								
2	Morton Academy	F.H. Paschen, S.N. Nielsen & Associates , ELC	voc	\$ 30,814 93	10/7/2010	2010	\$ 32,813	\$ 35,2	66 477	2035210	install CPS provided playground equipment on site prepared by Speedy Gonzalez	9/17/2010
2	Nash ES	F.H. Paschen, S.N. Nielsen & Associates , LLC	JOC	\$ 38,546 51	10/7/2010	2010	\$ 40 746	\$ 43.9	72 477	2035201	Install CPS provided playground equipment on see prepared by Speedy Gonzalez	9/17/2010
2	Ryerson ES	Paul Borg Construction Co Inc	юс	\$ 10,316.06	10/5/2010	2011	\$ 10 987	\$ 12,4	39 477	2034240	Power at locations as shown on distributed plans to support liaptop charging stations. Use assting 4000 were mold where applicable. Contrary to the narrative issued, for work in room 8307A. Use acosting were mold, were form electrical panel in grits betwom next to disamore ISOS. All wining goes back to MDF room 8202. Add lockable door to electrical panel in MDF#202.	9/30/2 010
3	Stowe ES	K.R. Miller Contractors, Inc.	ж	\$ 500,017.84	197/2010	2010	\$ 542 589	\$ 3267	57 477	2035218	New grash enclosure and ceder fence. New interior and extenor ramped accessible entity, New interior and extenor ADA compliants signage. Relocate british to expain the existing serving area, renovate existing senting to convert classroom 006 into new lanchroom, convert classroom 312 into new music morn. Scope was expanded to include addeposed interior functionom renovation to make all sunchrooms inform, and a change in security desk, location per Principal's direction P25.	
				\$ 579,495,34								
3	Lauridale Academy	F H Paschen S N Neisen & Associates LLC	ю	\$ 1 121 686 44	10/5/2010	2010	\$ 1324691	\$ 21564	76 477	2033676	Demoish eassing vacant (and ournesty shorted-up) 37SF continguous facations (College & Library buildings) with 4° basine praids basement. Construct moding detail to complete/protect existing roof upon demoiston. Oue to condition of the facility in derigenous to perform abletement. Wherefore assume all material haused out to be ACM. Complete site with entitled but if not provide necessary site drainage per meeting with storm water management on 6/30/10.	
3	Leland ES	Paul Borg Construction Co Inc	JOC	\$ 5,811 35	10/5/2010	2011	\$ 6 189	\$ 70	07 477	2034067	Power in room #211 to support septop changing stations. Mounting heights per CPS standards. Add approximately 6 LF of were model 4000 in room #211 and replace (1) outset to the other set of evising nothinin. Correction mill 5 harmers scope Haffway through the paragraph, correct sentence to state. That lead to the existing 4000 were model in room 208 and 209?	9/30/2010
3	Smyth ES	K R Maler Contractors Inc	æ	\$ 85,932.25	105/2010	2011	\$ 93.451	\$ 1038	69 477	2034241	To feditate the roll-out of the Addeonal Learning Opportunity program. The ent require the following: 1) Selection of storage rooms for mobile laptop carts: 2) insistence of a disclosure (20 Ab croud nutles to ovarige the laptop carts; 1) childright each cart within the storage room; 3) Secure the storage room by replacing the doors) and hardware: 4) installing wrettes access points in all case/rooms room-wing the new program (fets with indicate severe mod both to the concentrator box or MDF room and at associated tow voltage winnig).	9/30/2010
				\$ 1,213,432.04								

November 17, 2010

Appendix A November 2010

REG.	SCHOOL	CONTRACTOR	WORK DESCRIPTION	c	CONTRACT AWARD	AWARD DATE	FISCAL YEAR		ROJECT MPLETE	CIP	BUDGET	FUND	CONTRACT #	PROJECT SCOPE AND NOTES	ANTICIPATED COMPLETE
4	Burke ES	Old Veteran Construction, Inc.	JOC	s	14 954 59	10/5/2010	2011	\$	15,927	•	*8,032	477	2034237	Power at vanous locations as shown on distributed plans to support laptop charging stations. When in classrooms, all power and data outlets should be mounted on the North wall, as close to the door as possible. Mounting heights per CPS standards.	
•	Chavez Center	Old Veterain Construction, Inc	юс	s	31,178 76	10/5/2010	2011	S	33,906	5	37,686	477	2034238	To facilitate the roll-out of the Addronal Learning Opportunity Program. This will require the following: 1) Selection of storage rooms for mobile appross cars: 2) installation of a dedicated 20A critat collect to change the laptop carts (1) outlet per each cart within the storage room). 3) Secure the storage room by replacing the doors and hardwise: 4) installing wireless access points in all dissirrooms recoving the new program (the wall include when mold back at the concentrator box or MDF room and all associated low voltage wiring).	9/30/2010
4	Parkmen ES	K R Maler Contractors, Inc.	лос	5	204.681.24	10/7/2010	2010	264	273 08	5	443,125	477	2035484	Renovation of the existing pneumatic temperature control system along with minor heating system renovation. The renovation consists of replacement of pneumatic control devices such as actuations or as handlers, space thermostats and addressing air teeks in the pneumatic compressed air temperature control system. Existing space thermostates shall be replaced in the classistoms and offices as required and identified in the HVAC testing report by Hill Mechanical. Relations in the offices on the upper floors shall be equipped with thermostatic valves for improved space temperature control. All presumatic system devices shall be calibrated for socuracy and improved operation. Following completion of the nervolvion, the complete HVAC air distribution system shall be belanced to calculated artifices.	10/15/2010
				\$	250,814.59										
•	Davis Academy	Cheago Commercial Contractors, LLC	юс	s	385 984 87	9/24/2010	2010	5	505 215	s	1 416 500	436	2029424	Demoksh 4 structures located at the Campus of the old/vacated Miles Davis School (located at 6723 S. Wood Street). A Vacant 24 600SF facility with basement. B Two 2 casistroom vacant modulans. C. Vacant 2-story stand alone (formerly convent) business.	10/15/2010
5	Momil ES	FH Paschen SN Nelsen & Associates LLC	,xxc	\$	31 046 68	10/7/2010	2010	5	32.955	\$	35,417	477	2035118	convers) busing Install CPS provided playground equipment on site prepared by Speedy Gonzalez	9/17/2010
				\$	417,031.55										
6	Curtis School	Chicago Commerciali Contractors LLC	,000	s	24 969 64	107/2010	2010	\$	27 154	\$	28 484	477	2035121	install CPS provided playground equipment on site prepared by Speedy Gonzalez	9/17/2010
•	Esmand School	Chicago Commercial Contractors LLC	JOC	5	22,875 43 47,845.07	10/7/2010	2010	\$	24 877	s	26,095	477	2035125	vistal CPS provided playground equipment on site prepared by Speedy Gonzalez	9/17/2010
			All Work Total	5	3,377,176.01										

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REG.	SCHOOL		Affirmativ	re Action	
		AA	Н	Α	WBE
1	Notre Dame - Wellington	7	0	0	61
	(Camras)			·	וס
1	Prussing ES	0	31	0	0
1	Sullivan HS	0	0	0	25
2	Morton Academy	0	0	0	56
	Nash ES	0	8	0	0
2 2 2	Ryerson ES	0	0	0	0
2	Stowe ES	2	23	5	2
3	Lawndale Academy	35	3	0	12
3 3	Leland ES	0	0	0	0
3	Smyth ES	2	74	0	0
4	Burke ES	0	75	0	25
4	Chavez Center	0	31	0	56
4	Parkman ES	35	2	0	0
5	Davis Academy	36	0	0	8
5	Morrill ES	0	0	0	57
6	Curtis School	0	0	0	0
6	Esmond School	0	0	0	0

CHECAGO PUBLIC SCHOOLS				N N	Movember Change Order Log					·	APPENDIX B	¥
MEPARTMENT OF OPERATIONS			8	See Class	Changes Under \$50,000 and 10% (Cumulatively)	fively)					18/28/28/10	2 2
FACUITY	CONTRACTS	Bosse Report	9	2	GENERAL CONTRACTOR ARCHITECT OF REC.	88	COR & CO AMOUNT	PREVIOUS APPROVED CHANGES	ORCHALL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	P 908	ALL STATES
Country School	1786729	88-6722-PR6	-	8	F.H. Panchen, S.N. Melson & Assoc., Inc.	1	\$46,212	\$15,385	3688,000	782,9473	24.E	
DESCRIPTION >> Mechanical Scope - Base scope insaliquate to not bolism.	- Base scape frade	quale to no tolers.	Bolerte	s for both b	Boller tubes for both bollers require replacement. Also sulety velve	B, check w	Aves and confe	Also salety valves, check velves and control devices are both bollers.) Doğum.			
Curtis School	1833141	88-1123-PIBS	•	8	F.H. Peachen, S.K. Maleen & Assoc., Inc.	2	\$78.81	\$105,488	\$1,981,000	12,155,464	¥11.	•
DESCRIPTION Provide and cretal drain;	Section property to 3 unit			Work to b	ventilations and access purels. Work to be done at a 74M basis not to access the 9,224,00	8,8						
Curtis School	SECON 1	98-1123-PR6	! 	8	F.H. Paschen, S.N. Nieben & Assoc, Inc.	*NOS	25.25	\$165,468	\$1.981,080	\$2,151,582	100	•
DESCRIPTION PROPERTY OF SPECIOUS STATE CONTINUES	7 apel coders											
Field School	1\$57412	08-0723-PPS	-	8	Refeate & Associates Construction Co.	101	227,23	\$30,889	\$2,729,651	\$2,760,275	X	•
DESCRIPTION >> As per City of Chicago In	zago lespection, repl	aca or fat the tollow	ng non-func		epocion, replace of fix the following non-functioning existing pieces of equipment: Outdoor ball, Pressure search inside pump noon, Flow water for Cay water	1	or grand absent	Om, Flow value for	5			
Faite School	1854638	10-0127-PR1	•	8	Frieder Construction Co.	7000	\$13,780	8	\$1,382,400	\$1,406,180	0.99%	•
HENCETON COMPANY to OBJ	o OBAC for relocation of city tie.	n d city in.										
Harcock High School	1405073	05-1116-PRO	•	8	Michaele Construction, Inc.	: y	(\$37,900)	173,671	87,047,971	\$7.223.742	2.51%	•
DESCRIPTION Counts for not parform.	1	ion of windows for phase 2	2									
Harcock High School	C703034	66-1116-PR3	•	8	Michaele Construction, Inc.	¥	(\$140,000)	179,671	\$7,047,071	\$7,560,742	1.61%	•
TESCHETTON >> Could for not performin		the Electrical Work for Please 2.										
Haemot High School	1005373	65-1116-PR3	•	ક્ષ	Michaele Construction, Prc.	: ¥	(\$42.177)	\$213,671	\$7,047,071	\$7,168,565	1	
DESCRIPTION >> Could for not performed >> Could for not performed		Mon for phene 2.										
Harcock High Scheel	1405573	04-1114-993	-	8	Mechadis Construction, Inc.	3	(\$5.750)	179,671	170,720,78	\$7,254,982	288	•
DESCRIPTION >> Could be not parlemen	_	under dentes for phase 2.										
Hancock High School	C782691	86-1136-853	•	8	Michigan Communities, Inc.	₹	(806,370)	179,817	\$7,947,071	\$7,164,372	1.88	•
DESCRIPTION >> Creat for not performing		nek ganord irados, carponty, freekopping & sedents,	, and the second	Ī	6000 & hardware, drywald & plantering, bover			moung hambare, despine system related with his piness 2	N remain and	Ĩ		
Hancock High School	57,525.01	05-1116-003	•	8	Michaels Construction, Inc.	¥	(\$15,000)	\$213,671	170,740,78	\$7.245.742	2 85%	•
DESCRIPTOR COMPANY COMPANY OF THE PROPERTY OF		ì										

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Changes University State and 10% (Changes University State and 10% (Chan					411	A C.	tinks.					Į	į
Properties Pro				3	5	100; \$00'and still 10 % (Comments	Î						
	FACULTY	CONTRACT	Bosent Report	SEG.	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	00R # CC			ORGENAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT		#6
	Hencack High School	1635373	05-1116-PR3	s	8	Michaele Construction, Inc.	Ħ	(\$3,500)	\$213,671	\$7,047,071	\$7,251,242	2.90%	0
	DESCRIPTION >> Cruit for not part	coming the least and I	salance work for phe	2									
	Hancock High School	1405373	85-1116-PR3	•	8	Michaele Construction, Inc.	78	(\$13,400)	173,671	\$7,047,071	\$7.247.342	286%	•
	DESCRIPTION >> Credit for not part	Corning the measurey	work for phase 2.										
	Johns Community Academy Borbers	1054636	10-0127-PR1	v o	8		. ₹ ī	(\$8,753)	3	\$1,580,000	\$1,570,247	\$2.0 \$2.0	•
A broad to be but to be bu	DESCRETION >> Contractor to prev.	ands committee in section.	g standard CAEU in	files of code		ount face CALU units and shuckers glezzed the	1	distance of a	į				
	Jahns Community Academy/Barbara Scanner Academy	1454635	10-0127-PR1	•	8	Friedler Construction Co.	8 6	\$46.390	8	\$1,540,000	\$1,626,380	78.2	•
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and under proceeding and under proceeding and under the proceeding and	Locano Minguisi Cantar	1848955	10-0127-PR1	~	ક	F.H. Punchen, S.N. Malmen & Assoc., Inc.	8	\$11,062	3	\$725.970	\$737.632	1.61%	۰
Additional months of a selection of metal when the bit of metal when we have been and by the bit of metal beautiful	Acres were pro-	action for the destruc	we mesony open	,		A COUNTY OF STATEMENT PARTIES AND AN EXCEPT OF STATEMENT		SE ABS		27.5	37 0.0	1	٥
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Section Section Section Section CHILDS CHILDS CHILDS CHILDS Section Se	Lozano Bilingusi Center	1848955	19-0127-PR1	~	8	F.H. Parchen, S.N. Nation & Assoc., Inc.	8	\$71.774	2	\$725.970	\$757.745	**	•
OPTION DETION OPTION OTHER BRANCH AND A CONTRACT OF THE CON	WANTED SECURITION OF THE PROPERTY OF THE PROPE	to bick, done and to an decovered on air	bed repairs due to d			iramiy dadhucive evenigalon was performed	to deserte	te a fix for the	building, house	r. as the repair	1		į
CONTROL CONTROL CONTROL CONTROL CONTROL CONTROL CONTROL CONTROL Adding by control	Lazano Branch	1968564	10-0724-PR10	~	કુ	F.H. Penchen, S.N. Malban & Assoc., Inc.	5	\$3,65	\$20.442	\$1,540,343	\$1,564,780	\$	0
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1722785 DE-6624-PNS 1 GC Tyler Lane Construction, Inc. BLE.77 \$5,545 \$45,346 \$77,189,127 \$27,142,141 2 63%. 7723. 7723. 7724. 7724. 7727.	DESCRETION EEO >> Provies karded h UL Inhall on Bean.		IA per MOPO and s	Į	į	jesa at doors 112A, 318A 133A, 201A, 206A, 2	154, 201A,	306A & 312A	Wes glass a de	, T	If these location	8	2 8
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; 1732785 06-0034-PNB 1 GC Tyler Lane Correlation, Inc. BLILLS \$15-476 5543,340 527.189,127 527,747,971 2.08%	Agina prospy <<	Cases in man Make	y to puelicy depicts			entend of langers in Cheercoms.	3	A CI sylvanora	Make nothe for cas	-	. dele s de	100	
	Mather 1989 School	1728.785	08-0424-598	-	8	Tyber Laws Construction, Inc.		\$15 476	1643,34	127,100,127		2 M %	0
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Pack Company	Changes Unde Regent REG TYPE 1 GC TYPE 2 GC TYPE 3 G G	Changes Under \$59,000 and 10% (Cumulatively) EG TYPE ABCHIECT OF REC. 1 GC Tyler Law Contract of REC. 2 GC F.H. Parchen, S.N. Neiten & Assoc., Inc. 1003 2 GC F.H. Parchen, S.N. Neiten & Assoc., Inc. 1003 2 GC F.H. Parchen, S.N. Neiten & Assoc., Inc. 1003 2 GC F.H. Parchen, S.N. Neiten & Assoc., Inc. 005 2 GC F.H. Parchen, S.N. Neiten & Assoc., Inc. 005 2 GC F.H. Parchen, S.N. Neiten & Assoc., Inc. 005 2 GC F.H. Parchen, S.N. Neiten & Assoc., Inc. 005 3 GC F.H. Parchen, S.N. Neiten & Assoc., Inc. 005 4 GC International denomination of deciminal denome, Include parchy when tendence and the parchy when	PROBLES OF BLLSS 19003 1	008 CO ABOUNT BULSE \$22:503 Ino scars but floor slope 1003 (88,079) 1003 \$40,649 002 \$40,649 005 \$17.555 CO-2 \$11,726 AA-14.	PREVIOUS	CONTRACT AMOUNT SET,189.12T SET,189.12T S1,544,000 S1,514,000	REVESD COMTRACT AMDUNT 81,536,388 81,536,388	107 % OF 126 ON EDITA O 177% O 857% O 858% O 653% O 653% O	
FACULITY CONTRACT 6 Board Regord REG The Marker High School	Regent REG TYPE 34-PR8 1 GC 1 Croms. Includes prep, installs 25-PR8 2 GC 25-PR8 3 Well as wide noon 200 F Well as wide noon 20	GENERAL CONTRACTOR ARCHITECT OF REC. Tyler Lane Centeruction, Inc. Inn and champ, Base scope was to patch in de F.H. Paachan, S.N. Nestean & Assoc., Inc. Address Address demotion of decinical descore, includes backers and ferrish walls to match scrating per shade.	COR 8 CC C	\$22.563 122.563 122.563 122.563 \$40.649 Mouse and 1 1 \$37.553 \$11.726 departing as	APPROVED APPROVED APPROVED SHALL SHA	CONCRACT AMOUNT SZ7, 189, 127 Installation 31,544,000 31,544,000	#E-MSED COMPRACT AMOUNT \$27,754,987 \$1,556,388 \$1,556,348 \$465,526		
Markey School	PAPPERS 1 GC COOMS. Includes prep, installa DE-PRO 3 GC SE-PRO 3 GC SE-PRO 2 GC SE-PRO 2 GC SE-PRO 6 GC SE-PRO 7 G	Tyler Lare Construction, Inc. F.H. Paechen, S.N. Nestein & Assoc., Inc. Maller	80.2 602 1000 1000 1000 1000 1000 1000 1000	122.503 14 Box abope (88.070) Se0.649 Se0.649 11.726 11.726 d painting as	8543,388 Pervents proper (\$11,542) 80 80 80,173 883,173	11.540,000 11.540,000 11.540,000 11.540,000	11,526,388		
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ESCRETION ESCRETION ELO > Provide new celebrical to ESCRETION > GC is provide hards to concrete to ESCRETION > Additional to the mediated file or mediate y School ESCRETION > Furnish and intelligible resident file at the ESCRETION > Prevents additional file at the escription of the escripti	24-PE3 6 GC 74-PE3 6 GC 74-PE3 6 GC 74-PE3 8 GC 75-PE3 6 GC 75-PE3 6 GC 75-PE3 6 GC 75-PE3 6 GC	Matter Machine demotion of decisions devoces, include interchain to match qualities per shade.	Do . I.	\$11,726 of painting as	\$50,173	\$1,514,000		6.93%	•
EXCRETION ELO > Previde mic. electricity ELO > Previde mer concrete significant concrete sign	A warious localisms including a warious localisms including the room 120 ft line room with landing.	Miller declare demotion of electrical devices, britists bach and forth wells to match cooling per electric	l 6∎ . I.	\$11.726 od painting es	233,173	\$1,514,000		458.9	•
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DON OC to proved Ands to common Additional resided DON Further and common from the Common Additional f			¥ OE	X	580,173	\$1,514,000	\$1,614,100	10.0	0
TON Additional scale meeting TON Formul and ontill fire in a Presente additional fire in a Presente additional fire in a 4)									
TICH Additional total meeting TICH Furnith and ontied from 1 School TICH Provide additional for 6:	-	-	915	\$14,241	3	\$1,252,172	\$1,206,413	4	•
DON Furnith and costal from 1 School TOOL Provide addresed for a 4	s field teeling to neath adequal	- nagarake							
to the second se		Checago Commercial Contractors, LLC	3	\$7,000	\$183,389	82,442,03	13,774,627	\$31%	0
1677002 do editional for diagons for country 160761	360 of in Room 422 and 680 of	n Room 420.							
Printer address for desper for earth of printers		Mechanis Commitmeton, Inc.	1110	\$12.167	\$662.974	\$28,616,121	\$27.281.282	2.54%	•
160701 10-0334-193 6	in rooms 1128, 2148 and 218	. As per PET 8124.							
		COM Goog. Inc.	=	25.13	.	\$2,417,700	\$2,481,780	Ē	•
DESCRETION >> Preside extratricture and femilies to support the pratitions of a new computer lab in the 6-building as 4 as to be relocated from the C-building	entalisten of a new computer	med beliebeds at a to a be expected from	3	İ					
Washington Schauf (Name) 1783415 00-0722-775 6	22-748 6 00	Cutal Grang, Inc.	٦.	8.38 S70	(181, 1967)	81 277 700	81 312 203	2 71%	•
DESCRIPCIN									

Page 3

CHICAGO PUBLIC SCHOOLS REPARTHERY OF BREASHONS			Chan	Mov ges Un	November Change Order Log Changes Under \$50,866 and 16% (Cumdatively)	(Evely)					APPENDIX B	PENDIX B
FACUTY	CONTRACT	CONTRACT # Board Rapor REG	PEG.	TYPE	GENERAL CONTRACTOR ARCHTECT OF REC.	COR # CO AMOUNT	MACUNT	PREVIOUS APPROVED CHANGES	ORGINAL CONTRACT AMOUNT	REMSED CONTRACT AMOUNT	X.OF THE CON EXTN	A F
Young Magnet High School (Whitney)	1786236	08-0422-PR10	n	႘	K.R. Miller Construction Company	1008	\$39,146	a	\$1,037,000	\$4,037,000 \$4,076,146 0.49%	0.49%	•
DESCRIPTION Supplemental SOW	! Provide labor a	nd madestal to investi	igale issue	related to	PTION: >> Supplemental SOW - Provide labor and malerial to investigate issues related to existing conditions with ducts and temperature distributions throughout the school	re distributions t	hroughout 9	e school			!	
Young Magnet High School (Minimay)	1700236	09-0422-PR18	n	8	K.R. Miller Construction Company	1201	\$5,839	2	\$8,037,000	\$2,037,000 \$4,042,439 0,07%	0.07×	•
DESCRIPTION ** ALLOWANCE REDUCTION	UCTION - Rupturo	- Ruptings refings in KTUs 25, 27, 32.	27. 32.									
	 		•		Tatal Change Orders:		\$100,055				!	

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November Change Order Log Changes Over \$56,600 or 16% (Cumulatively)

APPENDIX C 10/20/2010

November 17, 2010

PREVIOUS ORGINAL REVISED TOT

FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	CORE	CO AMOUNT	APPROVED CHANGES	CONTRACT	CONTRACT	% OF	TEME
mundoon High School	1883516	10-0428-PR6	1	GC	Miles	44	\$7,051	\$384,996	\$2,539,000	\$2,931,047	15.44%	0
DESCRIPTION EBO >> Remove (3)	exesting HM frames and w	ood ineeds and rev	erse at eac	th door oper	ring for the gids tailet room on north side of bu	akting; Relo	icale any inetel	led mirrors or ins	tall in new locati	on.		
offins High School	1703188	08-8422-PR10	3	GC	BEndamen Construction Company	1924	\$125,000	\$212,399	\$3,036,000	\$3,373,390	11.11%	0
	r BAS system for Fine Arts sporary heat exchangers to	-	rovido tess	motath may i	heaters in 3 classrooms of Academic Building							
erwin School	1738477	09-0722-PR6	2	GC	F.H. Panchen, S.N. Nielsen & Assoc., Inc.	BUL22	\$3,488	\$415,761	\$2,317,000	\$2,736,249	18.09%	٥
DESCRIPTION >> Correction of	of existing doors within the	becoment level to a	void existir	ng pying an	d constait; Provide for fully operational doors a	ind unabilin	ucted door sw	ngs.				
nnain School	1738477	09-0722-P96	2	GC	F.H. Parchen, S.N. Melsen & Assoc., Inc.	COR#E	\$14,567	\$415,761	\$2,317,000	\$2,747,328	18.57%	
DESCRIPTION >> Provide clear	nning materials and labor d	unng the return air s	scope cha	ngo.								
umber High School	1871521	10-0224-PR2	4	GC	Chicago Commercial Contractors, LLC	95	\$49,135	\$49,950	\$632,050	8731,135	15,68%	0
	d replace amphalt at existing sions and alope the lot as n				ective replacement). Compact existing subgra	de as nece	seary to achiev	n proper supcort	. Roginco arons	of subgrade as	necessar	j. Rei
anceck High School	1035373	95-1116-PFC3	5	œ	Michael Construction, Inc.	1036	\$190,782	\$213,671	\$7,047,071	\$7,451,524	5.74%	0
DESCRIPTION >> Schedule or	ompression and overtime o	odk incurred due to	-	d anbestos	material that required the project be stopped i	eti i was s	abadad .					
nncock High School	1035373	05-1116-PR3	5	œ	Michaele Construction, Inc.	1837	\$84,000	\$213,671	\$7,047,071	\$7,344,742	4.22%	0
DESCRIPTION >> Schedule or	ompression and overtime o	cate incurred to furn	iah and m	aled a tempo	orary bodier system while the replacement boil	173 WEFF FIL	enulectured on	مند				
urrusean School	1912036	10-0326-PR3	1	GC	Al-Bry Construction	10R	\$32,216	\$252,280	81,656,750	\$1,941,246	17.17%	
					n link fances and gales, Provide new chein lin new concrete to match examing.	k fences an	d gates with p	rivacy state, Sauc	out existing conc	reto paveng to a	low stated	مجنعه
uminean School	1912036	10-0326-PR3	1	œ	AS-Bry Construction	BUL 11	\$22,006	\$252,2 8 0	\$1,656,750	\$1,931,126	16.56%	. 0
OFSCRIPTION >> Furnish and	I natel individual ducturate	from relected retu	ed box 2-1	through the	new storage area to connect with excelling su	وجوان فليتاس	ork to rooms 10	9, 212, 217 and	comdors 1 & 2			
adison School	1902963	10-0536-PR3	5	GC	FH Peachen, S.N. Melsen & Assoc. Inc	12	883.047	3.0	\$1,436,000	\$1,518,047	5.79%	6
	using chimney stack by 30 Include allements to grind a				two sythes to sound mesonry. Scrape, primi	with rust o	nhabatar promisr	and point ladder	nings and remo	a and replace (giring ro	
Annon School	1705000	99-4722-PRIS	3	GC	F.H. Psechen, S.N. Nessen & Assoc Inc.	1030	857 000	\$446,386	31,562,800	82,007,300	31 75%	
DESCRIPTION						_						

CHICAGO PUBLIC SCHOOLS BEPARTMENT OF OPERATIONS

DESCRIPTION
>> Resecte auditenum char III.

CHICAGO PUBLIC SCHOOLS DEPARTMENT OF OPERATIONS

November Change Order Log Changes Over \$56,000 or 18% (Cumulatively)

APPENDIX C

November 17, 2010

FACILITY	CONTRACT #	Sound Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR#	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF CON	TIME EXTN
Mather High School	1726765	09-0624-PR8	1	GC	Tyler Lane Construction, Inc.	BUL82	\$122,332	\$543,368	\$27,189,127	\$27,854,827	2,45%	0
hell-rooms.	setucion walls & Scors with . 12 Sulurus per recen	ceramic tile to elimi	nale surfer	ons stained :	stained by permanent marker. Includes remov	al of partit		is, prepping and b	natinating walls,	reinstallation of	fidums.	Six
Manif School	1749331	66-8722-PR6	5	cc	F.H. Paschen, S.N. Nelsen & Assoc., Inc.	29	\$5,183	\$432,840	\$1,579,000	\$2,017,023	27.74%	6
DESCRIPTION >> Alternate #	rt of Bulletin 25 - Reinaulutic	on of Southwest and	l Southeen	t turnel								
Morrill School	1749331	09-0722-PR6	5	GC	F.H. Peachen, S.N. Nielson & Assoc., Inc.	COR24	\$1,273	\$432,840	\$1,579,000	\$2,013,113	27.49%	0
DESCRIPTION >> Provide LB	IP matigation for the exterior	doors to be painted	L									
Musphy School	1706361	00-0527-PR3	1	GC	CMM Group, Inc.	BUL 14	\$18,699	\$186,142	\$1,082,000	\$1,206,841	18,93%	٥
DESCRIPTION EBO >> Provide no	rur fire rated doors, trames a	nd hardware for Do	ora 102/Flo	or Passage	way, Door 103/2nd Floor storage/Office; Door	104 / 2nd	Floor Toilet Ro	om; Door 105 / 2	nd Floor Library			
Sterener North	1840393	89-1123-PR6	2	GC	Miller	002R	(\$100,283)	\$180,000	\$794,000	\$873,717	10.04%	0
<u>Description</u> >> Credit. C	CornEd cost to provide electr	icat acceps design a	nd perform	new CoraE	id primary work. (Credit to COR 002)							
Thosp School (James)	1907591	10-0526-PR3	6	GC	CMM Group, Inc.	4	\$63,114	\$0	\$2,417,700	\$2,480,814	2.61%	0
DESCRIPTION >> Provide co	el hooks in each of the close	k rooms in the A bu	ikling. Pro	ido a merka	or board in every classroom in the A building.							
Yalla School	1817019	09-1028-PR3	5	GC	Chicago Commercial Contractors, LLC	:0-G0:	\$167,459	(39,875)	\$2,109,429	\$2,267,013	7.47%	0
DESCRIPTION >> Provide visit	ndow guards for 2nd and 3n	t Goors including cu	rten wal.									

Total Change Orders:

\$946,168

APPROVE ENTERING INTO AN AGREEMENT WITH AMERICAN MESSAGING SERVICES, LLC FOR PAGING COMMUNICATION SERVICES AND EQUIPMENT

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve entering into an agreement with American Messaging, LLC ("American Messaging") to provide paging communication services and rental equipment for Chicago Public Schools ("CPS"). This agreement is eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") as part of the E-Rate program. The total amount of the contract shall not to exceed \$120,000.24, but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$30,202.62. American Messaging was selected on a competitive basic pursuant to Board Rule 7-2. A written document is currently being negotiated. No services shall be provided by American Messaging and no payment shall be made to American Messaging prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 10-250047

Contract Administrator: Demetra Knowles / 773-553-3256

VENDOR:

1) Vendor # 91084
AMERICAN MESSAGING SERVICES LLC
1720 LAKEPOINTE DR. STE 100
LEWISVILLE, TX 75057
Mark McCormick
888-223-4123

USER:

Information & Technology Services 125 South Clark Street - 3rd Floor Chicago, IL 60603

Contact: Arshele Stevens
Phone: 773-553-1300
Project Manager: Kathryn Zalewski
Phone: 773-553-3060

TERM

The term of this agreement shall commence on July 1, 2011 and shall end June 30, 2014. This agreement shall have two options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

American Messaging will provide the Board with digital paging services, including paging devices and paging network services (telephone numbers). It is estimated that the Board will utilize up to a total of 310 pagers: 200 local numeric; 35 regional numeric, 10 nationwide numeric, 15 regional two-way alphanumeric and 50 nationwide two-way alphanumeric pagers. It is estimated the pager population will remain constant during the agreement term.

DELIVERABLES:

American Messaging will provide the Board with paging services and rental equipment through the end of fiscal year 2014.

OUTCOMES

This agreement will result in the Board having continuous paging communication services and equipment through the end of fiscal year 2014.

COMPENSATION:

American Messaging shall be paid as follows: Upon monthly invoicing, at a total cost not to exceed \$120,000.24, of which approximately \$89,797.62 is eligible for, but not contingent upon, E-Rate discounts. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$30,202.62.

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:

The M/WBE goals for this agreement include: 25% MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a waiver of the M/WBE goals as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted, as the scope of the contract is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL

Charge to Information & Technology Services \$30,202.62 See Attachment 1 for School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") financials

12540-230-54405-254501-000000-2012	\$10,067.54
12540-230-54405-254501-000000-2013	\$10,067.54
12540-230-54405-254501-000000-2014	\$10,067.54

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

ATTACHMENT 1

FINANCIAL

	FY12	FY13	FY14	TOTAL
Annual Eligible	\$34,805.28	\$34,805.28	\$34,805.28	\$104,415.84
CPS-14%	\$4,872.74	\$4,872.74	\$4,872.74	\$14,618.22
SLD-86%	\$29,932.54	\$29,932.54	\$29,932.54	\$89,797.62
Annual InEligible	\$5,194.80	\$5,194.80	\$5,194.80	\$15,584.40
	\$40,000.08	\$40,000.08	\$40,000.08	\$120,000 24
CPS PAYS 12540-230-54405-254501-000000	\$10,067.54	\$10,067.54	\$10,067 54	\$30,202.62
SLD PAYS	\$29,932,54	\$29,932.54	\$29,932.54	\$89,797.62
	\$40,000.08	\$40,000.08	\$40,000.08	\$120,000.24

10-1117-PR6

FINAL

APPROVE EXERCISING THE FINAL OPTION TO RENEW AGREEMENTS AND APPROVE ENTERING INTO AN AGREEMENT WITH SBC CORPORATION, DBA AT AND T FOR VOICE AND DATA SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the final option to renew the master agreement with AT and T to provide for the following services to the Board: 1. Appendix A - Discounted Usage Rates for Local Services; 2. Appendix B - Leased Wide Area Network Fiber Transport Services; 3. Appendix C - Centrex Switching Services, 4. Appendix D - Purchase of Tariff-Based (Non-Centrex)Telecommunications Services; 5. Appendix E - Contracted Prime Interface Rate (PRI) DS1 Services; and 6. Appendix F - 911 Locator ID Services. This agreement is eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") as part of the E-Rate program. The total amount of the contract shall not exceed \$70,902,640.50, but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$12,152,333.30. A written document exercising this option is currently being negotiated. No payment shall be made to AT and T during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

1) Vendor # 13290 SBC CORPORATION 225 WEST RANDOLPH STREET., STE 23C-13 CHICAGO, IL 60606 Keneese McNamer 312-364-2982

USER:

Information & Technology Services 125 South Clark Street - 3rd Floor Chicago, IL 60603

Contact : Arshele Stevens
Phone: 773-553-1300
Project Manager: Kathryn Zalewski
Phone: 773-553-3060

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #04-1117-PR6) in the amount of \$965,300.00 was for a term commencing July 1, 2005 and ending June 30, 2008 with the Board having two options to renew, each for a period of three years. The agreement was amended (authorized by Board Report #04-1215-PR18 and #07-0124-PR9) to revise the scope, adjust E-Rate percentage discount, add charter schools to agreement, and exercise the first option to renew. The renewal was for a term commencing July 1, 2008 and ending June 30, 2011. This agreement was further amended (authorized by Board Report #07-0228-PR5 and #08-1119-PR6) to authorize Board indemnification of vendor and to authorize Board to enter into an agreement for enhanced 911 services. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of this agreement is being extended for three years commencing July 1, 2011 and ending June 30, 2014.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

See individual Appendices A-F.

DELIVERABLES:

See individual Appendices A-F.

OUTCOMES

See individual Appendices A-F.

COMPENSATION:

The total amount of the contract shall not exceed \$70,902,640.50, but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$12,152,333.30.

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:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this agreement include: 35% MBE and 5% WBE participation.

The following participation has been identified and scheduled:

Total MBE - 35%

Computer Resource One Pierce Place #325W Itasca, Illinois 60143

United Building Maintenance 165 Easy Street Carol Stream, Illinois 60188

Fieldstone Building Services 221 E. Rocbaar Dr. Romeoville, Illinois 60446

Total WBE - 5%

Archon Construction Co. 563 S. Rohlwing Rd. Addison, Illinois 60101

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

See Appendix G

12510-230-54405-254501-000000-2014	\$4,485,882.92
12510-230-54405-254501-000000-2013	\$4,062,035.77
12540-230-54405-254501-000000-2012	\$3,604,414.61

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

Appendix A

APPROVE EXERCISING FINAL OPTION TO RENEW ON AGREEMENT FOR DISCOUNTED USAGE RATES FOR LOCAL AND INTRALATA SERVICES

Approve exercising the final option to renew the agreement with AT&T to provide cost discounts on local usage for Centrex and Non-Centrex Services for a three (3) year term for CPS. The discounted usage rates are based upon a minimum annual usage of \$965,300.00 of services for each year of the term. A written agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written document is not executed within ninety (90) days of the date of the Board Report information pertinent to this agreement is stated below.

Charter schools, CPS consortium members and City of Chicago sister agencies are allowed to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter schools, CPS consortium members, and City of Chicago sister agencies. Charter schools and City sister agencies shall pay vendor directly and consortium members shall reimburse the Board for such purchases

SCOPE OF SERVICES: AT&T shall provide discounts on local usage for Centrex and Non-Centrex services. Local usage shall be billed at the following rates: Band "A" usage at 1.1 cents for all minutes, and Band "B" and "C" usage at 2.2 cents for all minutes. Additionally, IntraLATA discounts shall be added to the Agreement to be billed at the following rates: IntraState IntraLATA Toll usage at 3.5 cents for all minutes and Toll-Free 800/888 usage at 3.5 cents for all minutes.

DELIVERABLES: The Board shall receive discounts for all local services (e.g., Centrex and Non-Centrex) as well as IntraState IntraLATA and Toll-Free 800/888 services. Following is a summary of the current rates:

CURRENT USAGE RATES

	FIRST	SUBSEQUENT
	MINUTE	<u>Minutes</u>
BAND A	\$0.011	\$0.011
BAND B	\$0.022	\$0.022
BAND C	\$0.022	\$0.022

IntraLATA Toll/800 USAGE

	FIRST	SUBSEQUENT
	MINUTE	<u>MINUTES</u>
IntraLATA	\$0.035	\$0.035
Toll/800	\$0.035	\$0.035

OUTCOME: The Board will receive the discounted local, IntraLATA and Toll/800 usage rates

OPTIONS TO RENEW: This Agreement shall have zero (0) options to renew.

FINANCIAL: No charge to the Board for these services.

Appendix B

APPROVE EXERCISING THE FINAL OPTION TO RENEW ON AGREEMENT FOR LEASED WIDE AREA NETWORK FIBER TRANSPORT SERVICES

Approve exercising the final option to renew the agreement with AT&T for the provision of Leased Wide Area Network ("WAN") Fiber Transport Services, including DS-1, DS-3, synchronous optical network ("SONET") and dedicated OC-48 rings, high speed multimegabit fiber connectivity data services Layer two (2) fiber-based switched ethernet data services, and network reconfiguration ("ANRS") as well as other network services at the applicable negotiated and tariff discounted rates.

Charter schools, CPS consortium members and City of Chicago sister agencies are allowed to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter schools, CPS consortium members, and City of Chicago sister agencies. Charter schools and City sister agencies shall pay vendor directly and consortium members shall reimburse the Board for such purchases

The total amount of the agreement shall not to exceed \$47,183,644.20 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$8,174,485.90.

A written document is currently being negotiated. No services shall be provided by AT&T and no payment shall be made to AT&T prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below

SCOPE OF SERVICES: AT&T shall provide leased WAN transport services to the Chicago Public Schools. The WAN services provide DS-1, DS-3, synchronous optical network ("SONET") and dedicated OC-48 rings, high speed multimegabit fiber connectivity data services, layer two (2) fiber-based switched ethernet data services, and network reconfiguration ("ANRS") as well as other network services at the applicable negotiated and tariff discounted rates. These services support administrative applications, email and internet access on a district-wide basis. The WAN services will be provided to over 650 locations and will include a network reconfiguration service, which provides for limited growth before additional costs are incurred

DELIVERABLES: AT&T will provide WAN data services for fiscal years 2012, 2013 and 2014

OUTCOMES: AT&T's services shall result in the Board having leased WAN data services for fiscal years 2012, 2013 and 2014.

COMPENSATION: Upon monthly invoicing, AT&T shall be paid as follows: The total amount shall not exceed \$47,183,644.20 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$8,174,485.90.

FINANCIAL: See Appendix G

Appendix C

APPROVE EXERCISING THE FINAL OPTION TO RENEW ON AGREEMENT FOR CENTREX SWITCHING SERVICES

Approve exercising the final option to renew the agreement with AT&T for the provision of local telecommunications services, more specifically known as Centrex Switching Services ("CSS"). The Minimum Annual Commitment (MAC) obligation for this Agreement will be no higher than 3,000 Centrex lines during the renewal term and the current pricing will remain the same.

Charter schools, CPS consortium members and City of Chicago sister agencies are allowed to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter schools, CPS consortium members, and City of Chicago sister agencies. Charter schools and City sister agencies shall pay vendor directly and consortium members shall reimburse the Board for such purchases.

The total amount of the agreement shall not to exceed \$5,039,043.58 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$937,666.34.

A written document is currently being negotiated. No services shall be provided by AT&T and no payment shall be made to AT&T prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below

SCOPE OF SERVICES: AT&T shall provide local CSS to the Central Service Center, all CPS schools and other CPS facilities. The CSS is engineered to support the capacity required for the 650 + locations throughout the District. The CSS will support incoming, outgoing and intercom (5-digit dialed) calls, as well as voice-messaging (on selected lines only) on a district-wide basis. The variable charges include: usage charges, installation charges, local calling area long distance charges, local 800 charges, FCC charges, miscellaneous access charges, E911 charges, E-Rate surcharge and applicable federal, state and local taxes.

DELIVERABLES: AT&T will provide the Board with Centrex telephone services for fiscal years 2012, 2013 and 2014.

OUTCOMES: The Board will have continuous Centrex telephone services for fiscal years 2012, 2013 and 2014.

COMPENSATION: Upon monthly invoicing, AT&T shall be paid as follows. The total amount shall not exceed \$5,039,043.58 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$937,666.34.

FINANCIAL: See Appendix G

Appendix D

APPROVE THE PURCHASE OF TARIFF-BASED (NON-CENTREX) TELECOMMUNICATIONS SERVICES

Approve the purchase of various tariff-based local telecommunications services from AT&T, including Integrated Services Digital Network (ISDN) access, Basic Rate Interface (BRI) access, Direct Inward Dial (DID), Plain Old Telephone Service (POTS) and all other basic non-Centrex, measured business services.

Charter schools, CPS consortium members and City of Chicago sister agencies are allowed to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter schools, CPS consortium members, and City of Chicago sister agencies. Charter schools and City sister agencies shall pay vendor directly and consortium members shall reimburse the Board for such purchases

The total amount of the agreement shall not to exceed \$6,073,932.28 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$920,072.68.

A written document is currently being negotiated. No services shall be provided by AT&T and no payment shall be made to AT&T prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

SCOPE OF SERVICES: AT&T shall provide various local telecommunications services to the Chicago Public Schools in support of non-Centrex requirements. The services include ISDN and BRI access. dial-up/POTS (plain old telephone service) which supports security systems, BAS/HVAC monitoring and remote access, elevator and lift telephones and select video conferencing services

DELIVERABLES: AT&T will provide the Board with non-Centrex tariff-based telephone services for fiscal years 2012, 2013 and 2014.

OUTCOMES: The Board will have continuous Non-Centrex tariff-based telephone services for fiscal years 2012, 2013 and 2014.

COMPENSATION: Upon monthly invoicing, AT&T shall be paid as follows: The total amount shall not exceed \$6,073,932.28 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$920.072.68.

FINANCIAL: See Appendix G

Appendix E

APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENT FOR DS1 PRIMARY RATE INTERFACE (PRI) SERVICES

Approve exercising the final option to renew the agreement with AT&T for the provision of channelized DSI Primary Rate Interface (PRI) services.

Charter schools, CPS consortium members and City of Chicago sister agencies are allowed to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter schools, CPS consortium members, and City of Chicago sister agencies. Charter schools and City sister agencies shall pay vendor directly and consortium members shall reimburse the Board for such purchases

The total amount of the agreement shall not to exceed \$12,531,021.28 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$2,045,109.22.

A written document is currently being negotiated. No services shall be provided by AT&T and no payment shall be made to AT&T prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

SCOPE OF SERVICES: AT&T shall provide channelized DS1 Primary Rate Interface access to the Chicago Public Schools. The services include PRI services over 650 school locations and various administrative locations.

DELIVERABLES: AT&T will provide the Board with PRI services for fiscal years 2012, 2013 and 2014

OUTCOMES: The Board will have continuous PRI services for fiscal years 2012, 2013 and 2014

COMPENSATION: Upon monthly invoicing, AT&T shall be paid as follows. The total amount shall not exceed \$12,531,021.28 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$2,045,109.22.

FINANCIAL: See Appendix G

Appendix F

APPROVE ENTERING INTO AN AGREEMENT FOR 9-1-1 LOCATOR ID SERVICE

Approve entering into an agreement with AT&T for the provision of 9-1-1 Locator ID Services.

Charter schools, CPS consortium members and City of Chicago sister agencies are allowed to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter schools, CPS consortium members, and City of Chicago sister agencies. Charter schools and City sister agencies shall pay vendor directly and consortium members shall reimburse the Board for such purchases

The total amount of the agreement shall not to exceed \$75,000.00 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$75,000.00.

A written document is currently being negotiated. No services shall be provided by AT&T and no payment shall be made to AT&T prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

TERM: The term of this agreement shall be for a period commencing upon execution of the agreement and ending June 30, 2014. This term is necessary to coincide with the term of the master agreement

SCOPE OF SERVICES: SBC Global shall provide 9-1-1 Locator ID Service to the Chicago Public Schools. The services include 9-1-1 Locator ID Service at 23,500 stations within school locations, various administrative locations and Medill.

DELIVERABLES: AT&T will provide the Board with 911 Locator ID services for fiscal years 2012, 2013 and 2014.

OUTCOMES: The Board will have continuous 911 Locator ID services for fiscal years 2012, 2013 and 2014.

COMPENSATION: Upon monthly invoicing, AT&T shall be paid as follows. The total amount shall not exceed \$75,000.00 but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$75,000.00.

FINANCIAL: See Appendix G

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Appendix G

FINANCIALS FOR AT&T SERVICES:

APPENDIX B - WAN TRANSPORT SERVICES		Renewal Term						
		FY12		FY13	I	FY14	Total	
REGULAR WAN ACCESS SERVICES								
Annual Eligible-Traditional WAN Access		\$3,011,440.00		\$3,077,440 00		\$3,143,440.00	\$9 232,320 00	
Annual Eligible-Leased Gb Fiber Access		\$3,955,656.00		\$4,140,538 80		\$4,325,421 60	\$12,421,616.40	
Annual Eligible-Lease Fiber Layer 2 Access		\$5,949,900,00		\$7,933,200 00		\$9,822,450.00	\$23,705,550 00	
TOTAL ANNUAL ELIGIBLE		\$12,916,996.00		\$15,151,178 80		\$17,291,311 60	\$45,359,486.40	
CPS %age	14%	\$1,808,379.44	14%	\$2,121,165 03	14%	\$2,420,783 62	\$6,350,328 10	
SLD %age	86%	\$11,108,616.56	86%	\$13,030.013 77	86%	\$14,870,527 98	\$39,009,158 30	
Annual InEligible-Traditional WAN Access		\$26,400.00		\$26,400 00		\$26,400.00	\$79,200.00	
Annual InEligible-Leased Gb Fiber Access		\$177,609.00		\$243,027.60		\$311,821 20	\$732,457 8	
Annual InEligible-Lease Fiber Layer 2 Access		\$337,500.00		\$337,500 00		\$337,500.00	\$1,012,500 0	
TOTAL ANNUAL INELIGIBLE		\$541,509.00		\$606,927 60		\$675,721 20	\$1.824 157 8	
Total-Traditional WAN Access		\$3,037,840.00		\$3,103,840.00		\$3.169.840.00	\$9.311 520 0	
Total-Leased Gb Fiber Access		\$4,133,265 00		\$4,383.566 40		\$4,637 242 80	\$13,154,074.2	
Total-Lease Fiber Layer 2 Access		\$6,287,400.00		\$8,270,700.00		\$10,159,950.00	\$24,718,050 0	
TOTAL SERVICES		\$13,458,505.00		\$15,758,106 40		\$17,967.032.80	\$47.183.644.2	
CPS PAYS 12540-230-54405-254501-000000		\$2,349,888.44		\$2,728,092 63		\$3.096.504 82	\$8,174,485 9	
SLD PAYS		\$11,108,616.56		\$13,030,013,77		\$14,870,527 98	\$39,009,158 3	
		\$13,458,505.00		\$15,758.106.40		\$17,967,032 80	547 183 644 2	

APPENDIX C - CENTREX SERVICES		Renewal Term						
AFFENDIA C - CENTREA SERVICES	FY12			FY13		FY14	Total	
CENTREX SERVICES								
Annual Eligible		\$1,589,681.10		\$1,589,681.10		\$1,589.681 10	\$4,769 043 30	
CPS %age	14%	\$222,555.35	14%	\$222,555.35	14%	\$222,555.35	\$667,666 34	
SLD %age	86%	\$1,367,125.75	86%	\$1,367,125.75	86%	\$1,367 125 75 :	\$4,101,377.24	
Annual InEligible (CPS pays 100%)		\$90,000 00		\$90,000 00		\$90,000.00	\$270,000.00	
		\$1,679,681 10		\$1,679,681 10		\$1,679,681 10	\$5 039.043 30	
CPS PAYS 12540-230-54405-254501-000000		\$312,555.35		\$312,555 35		\$312,555 35	\$937,666 34	
SLD PAYS		\$1,367,125,75		\$1,367,125.75		\$1,367,125.75	\$4,101,377.24	
		\$1,679,681.10		\$1,679,681 10		\$1,679 681 10	\$5 039 043 58	

APPENDIX D - NON CENTREX SERVICES		Renewal Term						
AFFERDIX D' NON CENTREX SERVICES	FY12		FY13		FY14		Total	
NON-CENTREX SERVICES								
Annual Eligible		\$1,889,220.00		\$1,997,220 00		\$2,106,420 00	\$5,992,860 00	
CPS %age	14%	\$264,490.80	14%	\$279,610.80	14%	\$294,898.80	\$839,000 68	
SLD %age	86%	\$1,624,729.20	86%	\$1,717,609.20	86%	\$1,811,521.20	\$5,153,859 60	
Annual InEligible (CPS pays 100%)		\$27,024.00		\$27,024,00		\$27,024.00	\$81,072,00	
		\$1,916,244.00		\$2.024,244 00		\$2,133,444 00	\$6 073,932 00	
CPS PAYS 12540-230-54405-254501-000000		\$291,514.80		\$306,634 80		\$321,922 80	\$920.072 68	
SLD PAYS		\$1,624,729 20		\$1,717,609.20		\$1.811.521.20	\$5,153,859 60	
		\$1,916,244 00		\$2,024,244.00		\$2,133,444.00	\$6,073,932,28	

APPENDIX E - PRI SERVICES		Renewal Term						
AFFENDIA E - PRI SERVICES	FY12			FY13		FY14	Total	
PRI SERVICES								
Annual Eligible		\$3,950,043.00		\$4,064,307.00		\$4,178,571.00	\$12,192.921 00	
CPS %age	14%	\$553,008.02	14%	\$569,002.98	14%	\$584,999.94	\$1,707,009 22	
SLD %age	86%	\$3,397,036.98	86%	\$3,495,304 02	86%	\$3,593,571 06	\$10,485,912.06	
Annual InEligible (CPS pays 100%)		\$72,450,00		\$120,750.00		\$144,900 00	\$338,100,00	
		\$4,022,493.00		\$4,185,057 00		\$4,323,471 00	\$12,531,021 00	
CPS PAYS 12540-230-54405-254501-000000		\$625,456.02		\$689,752.98		\$729.899 94	\$2,045 109 22	
SLD PAYS		\$3,397,036,98		\$3,495,304.02		\$3.593.571.06	\$10,485,912.06	
		\$4,022,493.00		\$4,185,057.00		\$4,323,471.00	\$12,531 021 28	

APPENDIX F - E911 SERVICES	Term							
AFFENDIX F · ESTI SERVICES	FY12		FY13		FY14		Total	
E911 SERVICES								
Annual Eligible		\$0.00		\$0.00		\$0.00	\$0.00	
CPS %age	14%	\$0.00	14%	\$0.00	14%	\$0.00	\$0.28	
SLD %age	86%	\$0.00	86%	\$0.00	86%	so oo	\$0.00	
Annual InEligible (CPS pays 100%)		\$25,000 00		\$25,000 00		\$25,000.00	\$75,000 00	
		\$25,000 00		\$25,000 00		\$25.000 00	\$75 000 00	
CPS PAYS 12540-230-54405-254501-000000		\$25,000.00		\$25,000 00		\$25,000 00	\$75 000 28	
SLD PAYS		\$0.00		\$0.00		<u>so oo</u>	so oo	
		\$25,000.00		\$25,000.00		\$25,000 00	\$75 000 28	

GRAND TOTAL	Renewal Term						
SKAND TOTAL	FY12	FY13	FY14	Total			
CPS PAYS 12540-230-54405-254501-000000	\$3,604,414.61	\$4,062,035 77	\$4,485,882 92	\$12.152 333 30			
SLD PAYS	\$17,497,508.49	\$19,610,052 73	\$21,642,745.98	\$58,750,307,20			
	\$21.101,923.10	\$23,672,088 50	\$26,128,628 90	\$70,902,640.50			

President Richardson-Lowry abstained on Board Report 10-1117-PR6.

10-1117-PR7

APPROVE ENTERING INTO AN AGREEMENT WITH HITEC GROUP INTERNATIONAL, INC. FOR TTY SERVICES, TRAINING AND SUPPORT

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Hitec Group International, Inc. ("Hitec") to provide TTY services tot he Board. This agreement is eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") as part of the E-Rate program. The total amount of the contract shall not to exceed \$629,535.00, of which approximately \$534,369.60 is the discounted portion eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$95,165.40. Hitec was selected on a competitive basis pursuant to Board Rute 7-2. A written agreement is currently being negotiated. No services shall be provided by Hitec and no payment shall be made to Hitec prior to the execution of the written agreement. The authority granted herein shalf 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:

10-250049

Contract Administrator:

Ethan Sinnema / 773-553-3295

VENDOR:

1) Vendor # 16374 HITEC GROUP INTERNATIONAL, INC P.O. BOX 446 HINSDALE, IL 60522-0446 Richard Uzuanis 630-321-2300 630-654-9212

USER:

Information & Technology Services 125 South Clark Street - 3rd Floor Chicago, IL 60603

Contact :

Arshele Stevens

Phone:

773-553-1300

Project Manager: Phone: Kathryn Zalewski 773-553-3060

TERM:

The term of this agreement shall commence on July 1, 2011 and shall end June 30, 2014. This agreement shall have two options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Hitec will provide the Board with a Textnet TTY communications system, maintenance and associated training services for a network of 1,500 licenses. Textnet is a shared, digital TTY communications system that provides a seamless integration of the public switched telephone network, the Internet and the Board's data network to enable telephone calls to be made by people who are deaf, hard of hearing or

speech restricted. Since the system utilizes the Board's current data network and existing PCs, no additional hardware or equipment is required. Hitec will also provide 60 hours of free staff training for each year of the agreement and provide on-going support as needed.

DELIVERABLES:

Hitec will provide the Board with Textnet TTY services through the end of fiscal year 2014.

Hitec's services will result in the Board being in compliance with legal mandates of the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act, IDEA and Section 255 of the Telecommunications Act through the end of fiscal year 2014.

COMPENSATION:

Hitec shall be paid as follows: Upon monthly invoicing, at a total cost not to exceed \$629,535.00, of which approximately \$534,369.60 is eligible for E-Rate discounts. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$95,165.40.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% MBE and 5% WBE participation. However, the Office of Business Diversity recommends a partial waiver of the MBE goal as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted, as the scope of the contract is not further divisible.

The Vendor has identified the following participation:

Total WBE - 100%

Hitec Group International 1743 Quincy Ave., Suite #155 Naperville, Illinois 60540 Contact: Richard Uzuanis

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Information & Technology Services: \$95,165.40

Budget Classification:

12540-230-54405-254501-000000 \$31,721.80 FY12

12540-230-54405-254501-000000 \$31,721.80 FY13

12540-230-54405-254501-000000 \$31,721.80 FY14

See Attachment 1 for School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") financials.

12540-230-54405-254501-000000-2012 \$31,721.80

\$31,721.80 12540-230-54405-254501-000000-2013

12540-230-54405-254501-000000-2014 \$31,721.80

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

Attachment 1

	FY12	FY13	FY14	TOTAL
Annual Eligible	\$207,120.00	\$207,120.00	\$207,120.00	\$621,360 00
CPS-14%	\$28,996.80	\$28,996.80	\$28,996 80	\$86,990 40
SLD-86%	\$178,123.20	\$178,123 20	\$178,123.20	\$534.369 60
Annual InEligible	\$2,725.00	\$2,725.00	\$2,725 00	\$8,175.00
	\$209,845.00	\$209,845.00	\$209,845 00	\$629,535 00
CPS PAYS 12540-230-64405-254501-000000	\$31,721.80	\$31,721.80	\$31,721.80	\$95,165 40
SLD PAYS	\$178,123.20	\$178,123.20	\$178,123.20	\$534,369 60
	\$209,845.00	\$209,845.00	\$209,845.00	\$629,535.00

10-1117-PR8

APPROVE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH VARIOUS CONSULTANTS TO PROVIDE SERVICES RELATED TO ORACLE SYSTEMS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of and entering into agreements with various consultants to provide services related to Oracle systems at a cost not to exceed \$6,000,000.00 in the aggregate. Consultants were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements are currently being negotiated. No services shall be provided by and no payment shall be made to any consultant pnor to the execution of their written agreement. The authority granted herein for each consultant shall automatically rescind as to each consultant in the event their written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this master agreement is stated below.

Specification Number:

10-250052

Contract Administrator:

Patricia Hernandez / 773-553-2256

NAME OF USER GROUPS:

Information & Technology Services 125 South Clark Street - 3rd Floor Chicago, IL 60603

Contact : Phone:

Phone:

Project Manager:

Arshele Stevens 773-553-1300 Prasad Nettem 773-553-2657

TERM:

The term of this pre-qualification period and each agreement is three years, effective upon execution by the Board of each consultant's agreement and ending January 31, 2014. The Board shall have the right to extend the pre-qualification period and each agreement for two additional one year periods.

SCOPE OF SERVICES:

Qualifiedfirms will be asked to provide Individuals to perform specific roles onprojects under management by ITS. The actual skill sets and projects will vary, and qualified firms will be presented with a Statement of Work ('SOW') with thespecific requirements when needed by ITS. Skill sets include but are notlimited to: Oracle E-Business Suite Developers; Oracle Enterprise (PeopleSoft)Developers, Oracle Fusion Middleware Developers, Oracle Database and SystemAdministrators; Oracle Architects; Oracle Functional Analysts; ProjectManagers; Testers and Trainers.

Qualified firms will be working on various the types of rolesand activities listed below.

Working with various business communities to understand and capture business requirements.

Compose technical design documentation to customize and develop Oracle applications. Code modifications to Oracle modules per captured requirements.

Design modifications to the underlying Oracle data model and new Oracle tables. Compose and execute unit tests on code.

Participate on project teams implementing new Oracle modules. Provide production support for Oracle delivered modules and customizations. Operation, maintenance and monitoring of the Oracle databases and infrastructure. Implementation of new technologies and documentation of the same.

COMPENSATION:

The sum of payments to all pre-qualified consultants for the pre-qualification term shall not exceed \$6,000,000.00 in the aggregate.

USE OF POOL:

Information & Technology Services is the only department authorized to receive services from the pre-qualified pool by use of the mini-bid process.

AUTHORIZATION:

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

The M/WBE goals for this agreement include: 35% MBE and 5% WBE participation. Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the category method for M/WBE participation will be utilized. Thus aggregated compliance of the vendors in the pool will be monitored on a quarterly basis.

Total MBE - 35% AST Corp. Clarity Partners, LLC Cybernet Services, Inc. Senryo Technologies, Inc. Sofbang, LLC Synch-Solutions

Total WBE - 5%

Mirage Software, Inc. VIVA USA, Inc.

LSC REVIEW:

Local School Council approval is not applicable to this report

Charge to Information & Technology Services: \$6,000,000.00

Various capital and operating budget lines for fiscal years FY11 and FY12

12540-230-54125-266407-0)00000-2011	\$1,200,000.00
12510-477-56310-266407-6	310000-2010	\$600,000.00
12540-230-54125-266410-0	000000-2011	\$1,200,000.00
12510-Xxx-54125-266410->	(xxxxx-2012	\$3,000,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

Ethics - The Board's Ethics Code adopted 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).

- 1) Vendor # 85403
 ROLTA TUSC, INC DBA ULTIMATE
 SOFTWARE CONSULTANTS
 333 EAST BUTTERFIELD RD., STE 900
 LOMBARD, IL 60148
 Matthew Vranicar
 630-607-7401
- Vendor # 35049
 APPLICATION SOFTWARE TECHNOLOGY CORP.
 1755 PARK STREET-SUITE 100
 NAPERVILLE, IL 60563
 Shaji Zechariah
 630-778-1180
- 3) Vendor # 87711
 MIRAGE SOFTWARE, INC
 5104 TOLLVIEW RD., UNIT B
 ROLLING MEADOWS, IL 60008
 Sri Surya
 224-232-5090X111
- 4) Vendor # 94462 COMPUTER AID, INC 203 NORTH LASALLE STREET., STE 2100 CHICAGO, IL 60601 Jim Tatro 630-561-9411
- 5) Vendor # 63035 CLARITY PARTNERS, LLC 22 WEST WASHINGTON STREET., STE 1490 CHICAGO, IL 60602 Rodney Zech 312-920-0550
- 6) Vendor # 21625 CYBERNET SERVICES, INC. 4391 COTTONWOOD TRAIL, FLR 1 HOFFMAN ESTATES, IL 60195 Saji Varghese 847-275-3456
- 13) Vendor # 85402 SOFBANG, LLC 145 TOWER DRIVE #1 BURR RIDGE, IL 60527 Danny Asnani 630-299-6562
- 14) Vendor # 34576 SYNCHRONOUS SOLUTIONS, INC. DBA SYNCH-SOLUTIONS 211 W. WACKER DRIVE, STE 300 CHICAGO, IL 60606 Ajay Patel 312-252-3728
- 15) Vendor # 90597 VIVA USA, INC 3601 ALGONQUIN., STE 425 ROLLING MEADOWS, IL 60008 Thomas Lesiewicz 847-368-0860

- 7) Vendor # 85404 FRONTLINE CONSULTING SERVICES. INC 8701 MALLARD CREEK RD. CHARLOTTE, NC 28262 Dharmesh Sethi 704-409-4602
- 8) Vendor # 87712 GNC CONSULTING, INC 21195 S. LAGRANGE RD. FRANKFORT, IL 60423 Nancy Cooper 815-469-7255
- 9) Vendor # 85401 NAVAYUGA INFOTECH, LLC 2028 POWERS FERRY, STE 240 ATLANTA, GA 30339 Sai Yerramsetty 770-955-9599
- 10) Vendor # 15243
 OPEN TEXT, INC.
 100 TRI-STATE INTERNT'L PKWY.
 LINCOLNSHIRE, IL 60069
 Reddy Ramasani
 773-929-0458
- 11) Vendor # 91760 ORACLE USA, INC 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065 Stephen Holdridge 703-364-2562
- 12) Vendor # 22804 SENRYO, INC. (DBA SENRYO TECHNOLOGIES, INC) 4343 COMMERCE COURT, STE 610 LISLE, IL 60532 Dinkar Karumuri 630-355-7429

10-1117-PR9

APPROVE ENTERING INTO TWO NEW AGREEMENTS WITH QUANTUM CROSSINGS, LLC FOR TELECOMMUNICATIONS WIRING/CABLING, NON-MITEL VOICE SYSTEM MAINTENANCE, TECHNICAL PROGRAMMING AND SUPPORT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into two agreements with Quantum Crossings, LLC ("Quantum) to provide telecommunications wiring/cabling, non-Mitel voice system maintenance, technical programming and support services to the Board. The first agreement ("Contract 1") is for basic maintenance services which are eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administration Company ("SLD/USAC") as part of the E-Rate program. The total amount of Contract 1 shall not exceed \$4,396,447.80, of which approximately \$3,468,015.05 is the discounted portion of eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$928,432.75. The second agreement ("Contract 2") shall cover eligible and ineligible services that are not considered basic maintenance. The total amount of Contract 2 shall not exceed \$8,200,252.80, of which approximately \$1,758,393.65 is the discounted portion of eligible E-Rate services or products to be funded by SLD/USAC. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and the cost of ineligible services and products, which shall not exceed \$6.441,859.15. No Board funds will be disbursed if E-Rate funding is denied except for Priority 2 Basic Maintenance Services as defined by SLD/USAC. Basic Maintenance Services are those that are necessary to the continuing operation of eligible equipment, including repair and upkeep of eligible hardware, wire and cable maintenance, basic technical support and configuration changes. Quantum was selected on a competitive basic pursuant to Board Rule 7-2. Written agreements are currently being negotiated. No services shall be provided by Quantum and no payment shall be made to Quantum prior to the execution of the written agreements. The authority granted herein shall automatically rescind in the event the written agreements not executed within 90 days of the date of this Board Report, Information pertinent to these agreements is stated below.

Specification Number :

10-250045

Contract Administrator:

Ethan Sinnema / 773-553-3295

VENDOR:

1) Vendor # 32334
QUANTUM CROSSINGS, INC.
111 EAST WACKER DRIVE, SUITE 990
CHICAGO, IL 60601
Rodger Martinez
312-467-0065
312-467-0340

USER:

Information & Technology Services 125 South Clark Street - 3rd Floor Chicago, IL 60603

Contact : Arshele Stevens
Phone: 773-553-1300
Project Manager: Kathryn Zalewski
Phone: 773-553-1300

TERM

The term of this agreement shall commence July 1, 2011 and shall end June 30, 2014. This agreement shall have three options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

For Contract 1, Quantum will provide maintenance of the Board's voice/data cabling infrastructure, non-Mitel voice systems, voice mail systems and onsite break/fix repair services as well as basic maintenance technical programming for all voice systems. This will include Avaya and Mitel certified technical programmers as well as certified telecommunications field technicians to support approximately six hundred (600) Board locations throughout the City of Chicago. Contract 2 shall cover eligible and ineligible services that are not considered basic maintenance including non-basic MAC requests, electrical requests, new installations, advanced technical programming and support, call center programming and support, telephone line appearances, handset placement and programming, telecommunications invoice analysis and processing, inventory database administration and support and web-based database application services.

DELIVERABLES:

For Contract 1, Quantum will provide basic maintenance of telecommunications wiring/cabling infrastructure, voice systems, hardware, software, applications, voice mail systems and all associated components including, but not limited to: Repair/replacement/maintenance of the Board's voice/data

cabling infrastructure, repair/replacement of voice systems, system equipment, cards and components on site break/fix services, certified technical programmers and field service technicians, systems programming, voice mail programming and basic maintenance, extending and testing local exchange carrier (LEC) services as needed, service Level Agreement (SLA) compliance, pro-active issue resolution with incident tracking system, documented incident diagnosis, root cause analysis and remediation/problem management, CPS accessible documentation of all processes and procedures, and reporting as requested by the Board.

For Contract 2, Quantum will provide wiring/cabling and telecommunications support services that are not considered basic maintenance including: Installation of new wiring/cabling, advanced technical support services, Cail Center programming and support, electrical and power services, moves, adds and changes (MAC) requests, maintain and/or collect and replace damaged telephone systems and components with new and/or refurbished equipment or software, complete system and component installations for ineligible sites, new construction sites and/or new school or department initiatives, re-programming of existing systems to accommodate new school or department initiatives, technical support for ineligible voice systems, handset placement, telecommunications invoice analysis and processing, inventory database administration and support, and Web-based database application programming, maintenance and support.

OUTCOMES:

Quantum's services shall result in the Board having telecommunications wiring/cabling maintenance and installation, non-Mitel voice system maintenance and installation, technical programming and support services through fiscal year 2014.

COMPENSATION:

Upon monthly invoicing, Quantum shall be paid as follows: The total amount of Contract 1 shall not exceed \$4,396,447.80, but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products, which shall not exceed \$928,432.75. Contract 2 shall cover eligible and ineligible services and/or products that are not considered basic maintenance. The total amount of Contract 2 shall not exceed 8,200,252.80, but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall or products, which shall not exceed 6,441,859.15. No Board funds will be disbursed if E-Rate funding is denied except for Priority 2 Basic Maintenance Services as defined by SLD/USAC.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This agreement is in full compliance with the goals required by the Remedial Program for Minonty and Women Owned Business Enterprise Participation in Goods and Services Contracts. The goals for this agreement include: 25% total MBE and 5% total WBE participation.

The vendor has identified the following participation:

Total MBE - 94% Quantum Crossings, LLC 111 E. Wacker Drive, Suite 990 Chicago, Illinois 60601

Attn: Roger Martinez

Total WBE - 6%

Professional Telecommunications 28 E. Jackson Blvd., Suite 1020 Chicago, Illinois 60604 Attn: Cheryl Rainey

thredpartners

3625 N. Seeley Ave. Chicago, Illinois 60618 Attn: Gretchen Slusser

Phoenix Business Solutions 12543 S. Laramie Ave. Alsip, Illinois 60803 Attn: Peggy T. Hrindak

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Information & Technology Services: \$7,370,291.91
See Attachment 1 for School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") financials

12510-124-54405-254501-000000-2012	\$500,000.00
12510-124-54405-254501-000000-2013	\$500,000.00
12510-124-54405-254501-000000-2014	\$500,000.00
12510-499-54125-254501-000000-2012	\$250,000.00
12510-499-54125-254501-000000-2013	\$250,000.00
12510-499-54125-254501-000000-2014	\$250,000.00
12540-230-54405-254501-000000-2014	\$1,706,763.97
12540-230-54405-254501-000000-2012	\$1,706,763.97
12540-230-54405-254501-000000-2013	\$1,706,763.97

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

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Attachment 1

FINANCIAL

	FY12	FY13	FY14	TOTAL
Basic Maintenance-Contract 1	·			·
Annual Eligible	\$1,298,882.04	\$1,298,882.04	\$1,298,882.04	\$3,896,646 12
CPS-11%	\$142,877.02	\$142,877 02	\$142,877 02	\$428,631.07
SLD-89%	\$1,156,005 02	\$1,156,005 02	\$1,156,005.02	\$3,468,015.05
Annual in-Eligible	\$166,600.56	\$166,600.56	\$166,600.56	\$499,801,68
Total Contract 1	\$1,465,482.60	\$1,465,482 60	\$1,465,482 60	\$4,396,447.80
Non-Basic Maintenance-Contract 2				
Annual Eligible	\$658,574.40	\$658,574 40	\$658,574 40	\$1,975,723 20
CPS-11%	\$72,443 18	\$72,443 18	\$72,443 18	\$217 329 55
SLD-89%	\$586,131 22	\$586,131 22	\$586.131 22	\$1,758 393 65
Annual In-Eligible	\$1,324,843.20	\$1,324,843.20	\$1,324,843.20	\$3,974,529 60
Annual In-Eligible-Special Requests	\$500,000.00	\$500,000.00	\$500,000.00	\$1,500,000 00
Annual In-Eligible-CIP New Construction, etc.	\$250,000.00	\$250,000.00	\$250,000.00	\$750,000 00
Total Contract 2	\$2,733,417.60	\$2,733,417.60	\$2,733,417.60	\$8,200,252 80
Grand Total Services	\$4,198,900.20	\$4,198,900.20	\$4,198,900 20	\$12,596,700 60
Annuat Eligible	\$1,957,456.44	\$1,957,456.44	\$1,957,456 44	\$5,872,369 32
CPS-11%	\$215,320.21	\$215,320 21	\$215,320 21	\$645.960 63
SLD-89%	\$1,742,136.23	\$1,742,136.23	\$1,742.136.23	\$5,226,408 69
Annual In-Eligible	\$2,241,443.76	\$2,241,443.76	\$2,241,443.76	\$6,724,331 28
•	\$4,198,900.20	\$4,198,900.20	\$4,198,900.20	\$12,596.700.60
CPS PAYS 12540-230-54405-254501-000000	\$1,706,763.97	\$1,706,763.97	\$1,706,763.97	\$5,120,291 91
CPS PAYS 12510-124-54405-254501-000000	\$500,000.00	\$500,000.00	\$500,000 00	\$1,500,000 00
CPS PAYS 12510-499-54125-254501-000000	\$250,000.00	\$250,000.00	\$250,000.00	\$750,000.00
SLD PAYS	\$1,742,136.23	\$1,742,136 23	\$1,742,136.23	\$5,226,408 69
	\$4,198,900.20	\$4,198,900.20	\$4,198,900 20	\$12,596,700 60

10-1117-PR10

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH CHICAGO ARTS PARTNERSHIPS IN EDUCATION (CAPE) FOR PROFESSIONAL DEVELOPMENT, SUPPORT SERVICES, AND MATERIALS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Chicago Arts Partnerships in Education (CAPE) to provide professional development, support services, and materials to the Office of Academic Enhancement (OAE) at a cost for the option period not to exceed \$226,307.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

Vendor # 31736
 CHICAGO ARTS PARTNERSHIPS IN
 EDUCATION
 203 NORTH WABASH #1720
 CHICAGO, IL 60601
 Amy Rasmussen, CAPE Executive Director
 312-870-6140

USER:

Citywide - Academic Enhancement 125 S Clark St - 4th Floor Chicago, IL 60603

Contact: Abigayil Joseph
Phone: 773-553-2060
Project Manager: Meg Venckus
Phone: 773-553-5422

ORIGINAL AGREEMENT

The original Agreement (authorized by Board Report 09-1216-PR22) in the amount of \$305,384.00 is for a term commencing December 16, 2009, and ending December 19, 2010, with the Board having three options to renew for one-year terms. The original Agreement was awarded on a non-competitive basis.

OPTION PERIOD:

The term of this agreement is being renewed for one year commencing December 20, 2010, and ending December 19, 2011.

OPTION PERIODS REMAINING:

There are two option periods remaining, each for a period of one year.

SCOPE OF SERVICES:

CAPE shall continue to provide professional development, external partnerships, and materials to further build the fine arts and academic programs at six International Baccalaureate schools. CAPE will continue to develop effective partnerships among designated schools with teaching artists, and enhance structures to bring about systemic change in teaching and student achievement. Each school will continue to work with a collaborative team of representative school staff and partner experts. These teams will further develop plans and implement the integrated curriculum and aligned artist residencies for their classrooms.

A comprehensive professional development program, directed by CPS and CAPE, will further prepare team members, classroom teachers, and teaching artists for their roles. CAPE will continue to provide a documentation, assessment, and research component that will help the schools and, ultimately, the larger educational community. The work in the six treatment schools will then be held in juxtaposition to three control group schools to evaluate the evidence of the impact of the arts on learning.

DELIVERABLES:

CAPE will continue to design provide professional development for teachers on developing arts-integrated curriculum, including assessment and documentation, working to improve the educational community within schools, and supporting and encouraging school leadership in arts planning. IB-TAP will continue to make significant contributions to the field of arts-integrated education and school reform by developing: (1) high quality, collaboratively developed, arts-integrated curricula that directly impact student learning, (2) structures that effectively support collaboration in schools to improve school culture and teaching practices, and (3) teacher-and-artist-developed assessment tools for evaluating student learning, which other educators can adapt to their needs.

OUTCOMES

Vendor services on the IB-TAP project will continue to result in several significant areas of teacher growth made possible through a continuum of professional development activities, individual action research studies, and collaborative planning with arts and content specialists. As a result of their experiences, teachers will: Increase their proficiency in planning and implementing arts integration within the IB curriculum; Be able to articulate standards and learner profile characteristics in their own area of expertise and in the areas of their partners; Increase their ability to share their work with others and to disseminate best practices; and Increase their ability to provide professional development to their peer teachers. As a result of participating in this project, students will develop complex and multi-modal thinking that advances the range and depth of their learning, allowing them to solve problems within different contexts. Students will continue to: Increase their ability to document and reflect on their growth by formally presenting one developmental workbook (a core part of the IB learning process) to their teachers and classmates; Produce art and other academic work that demonstrates an increase in content knowledge: and Show their ability to draw upon accumulated knowledge in the arts and other content areas in creating and presenting original work.

There is also a potential for replication of the proposed project and strategies across schools in CPS and beyond.

COMPENSATION:

The total compensation paid to Vendor for the services shall not exceed the sum of \$226,307.00.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% MBE and 5% WBE participation. Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions do not apply to transactions where the vendor providing services operates as a not-for-profit organization, this agreement is exempt from M/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL

Charge to Office of Academic Enhancement: \$226,307

Source of Funds: Grant (DOE) Fund 336

10885-336-54125-113022-528310-2011

\$116,171.00

10885-336-54125-113022-528310-2012

\$110,136.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

10-1117-PR11

APPROVE PAYMENT TO THE PARTHENON GROUP FOR PROFESSIONAL SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to The Parthenon Group who is providing services to the Office of Chief Financial Officer from October 1, 2010 to November 30, 2010 in the amount of \$336,000. These services were rendered without prior Board approval and all services will be completed by November 30, 2010. The total value of the services to be provided is in the amount of \$672,000; however, the Board received a donor match to pay Vendor half (\$336,000) of its fees. The donor shall pay the Vendor directly for its portion of the fees. Vendor was selected on a non-competitive basis because use of the Vendor was mandated by the donor. The Non-Competitive Procurement Review Committee took no action on this matter.

VENDOR: The Parthenon Group

200 State St # 14 Boston, MA 02109-2683 (617) 478-2550 Vendor # 68961

USER: Office of the Chief Financial Officer

125 S. Clark St Chicago, IL 60603 Diana S. Ferguson 773-553-2590

SCOPE OF SERVICES:

The Parthenon Group has worked with the Office of the Chief Financial Officer to successfully plan and finalize a Fair and Equitable Student Funding policy for all schools in the district. This work will examine the current structure school funding in the district, and propose alternative policies whereby the district can improve its allocation of resources in an equitable and transparent manner based on student enrollment and individual needs of students.

The work included a thorough review of the district's \$6.6B operating, capital and debt service budgets, and the current inter-school allocation methodology of dozens of segments within that budget, with particular attention paid to the transparency and equity of each. Parthenon will then determine alternate proposals for those allocation methodologies that may improve the transparency or equity of the allocation, while simultaneously considering potential changes to expenditure methodologies that may improve outcomes for students due to changes in funding flexibility and school level autonomy. Parthenon will present these options and provide a financial impact analysis for each, as well as a set of policy decision points that will affect student outcomes and policy implementation.

DELIVERABLES: The Parthenon Group provided specification of potential alternative approaches to student funding; weights for individual student and school needs; plan for phasing in implementation of the policy, and preliminary financial implications for each of the above.

OUTCOMES: Vendor's services will result in increased transparency of funding decisions at individual schools, and improved equity of funding across schools based on their enrollment and individual needs of students.

COMPENSATION: The Board shall only be responsible for 50% of Vendor's fees. Professional service fees paid to Vendor by the Board shall not exceed \$280,000, plus reimbursable expenses which are not to exceed 20% of professional fees. The total cost to the Board shall not exceed \$336,000

AFFIRMATIVE ACTION: A review of Minority and Women Business Enterprise Participation was precluded due to completed contract performance.

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

FINANCIAL: Charge to Office of Management & Budget: \$336,000 Fiscal Year. 2010

Budget Classification: 12610-115-54125-252206-000000

Source of Funds: General Education Fund 115

Requisition Number:

10-1117-PR12

APPROVE ENTERING INTO AGREEMENTS WITH VENDORS TO PROVIDE SAFE HAVEN SITES AND SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with the vendors identified below to provide safe haven sites and services for Chicago Public School students at a cost not to exceed \$800,000.00 in the aggregate. These vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for each vendor's services are currently being negotiated. No services shall be provided by any vendor and no payment shall be made to any vendor prior to the execution of such vendor's written agreement. The authority granted herein shall automatically rescind as to each vendor in the event a written agreement is not executed by such vendor within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification No.: 10-250058

Contract Administrator: Craig Holloway/(773) 553-2903

VENDORS:

- St. Mark International Christian Church 832 N. Leclaire Chicago, IL 60651 Contact : Andre Thurmon (773) 378-4600 Vendor #98607
- Hope Organization
 9231 S. Cottage Grove
 Chicago, IL 60619
 Contact: Roosevelt Watkins
 (773) 487-8441
 Vendor #85062
- New Life Covenant Pilsen Ministry 2512 S. Oakley Blvd Chicago, IL 60608 Contact: Robert Belfort (773) 890-4659 Vendor #67456

USER:

Chief Administrative Office 125 S. Clark St., 5th floor Chicago, Illinois 60603 Contact: Robert W. Runcie, Chief Administrative Officer (773) 553-1500

TERM: The term of each agreement shall commence upon the date of execution and end on December 19, 2011. Each agreement shall have two (2) options to renew for periods of one (1) year each

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

SCOPE OF SERVICES: Vendors shall provide (or subcontract with third parties to provide) sites and services to elementary and/or high school students in at least ten (10) 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 as well as act as a safe place for the students to go after school, during winter and spring breaks, and whenever there are any emergency services that are needed during the school year

OUTCOMES: Vendors' outcomes shall result in the following:

- (1) Students' likelihood to participate in violent behavior or become a victim of violence is reduced.
- (2) Parents are provided child care support during the daytime hours while students receive educational enrichment activities including: problem solving, positive communication strategies, anger management strategies, discussions about violence in the community, guidance regarding truancy prevention, and tutoring in a safe environment during non-school hours.

COMPENSATION: Vendors shall receive \$250 per day per site on days that require four hours of operation during the winter and spring breaks. Vendors shall receive \$200 per day per site on days that require three hours of operation during the after school programs.

Vendors shall be paid upon invoicing after services have been performed. Total compensation to all vendors shall not exceed the sum of \$800,000.00.

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

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to transactions where the vendors providing services operate as Not-for-Profit organizations.

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

FINANCIAL: Charge \$728,000 to 14010-331-54125-232102-430101 FY11 Source of Funds ARRA Charge \$72,000 to 14010-358-54125-232102-440039 FY11 Source of Funds Title IV

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).

10-1117-PR13

AMEND BOARD REPORT 09-0527-PR28 APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS PROVIDERS TO FURNISH SOCIAL. EMOTIONAL, BEHAVIORAL, AND MENTAL HEALTH SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various providers to furnish social, emotional, behavioral, and mental health services to The Office of High Schools and High School Programs Area 30 Schools and Programs at a cost not to exceed \$225,000.00 \$861,541.00 in the aggregate. The agreements were awarded on a competitive basis pursuant to a duly advertised Request for Proposals (Specification #08-250029). Written agreements for providers' services are currently being negotiated. No services shall be furnished by any provider and no payment shall be made to any provider prior to the execution of such provider's written agreement. The authority granted herein shall automatically rescind as to any provider in the event a written agreement for such provider is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

This amendment is necessary to increase the spending authority from \$225,000.00 to \$861,541.00 to expand social emotional learning supports and services to students enrolled in alternative schools and programs. No written amendments to the agreements are required.

PROVIDERS: See Attachment A

USER: Office of High Schools and High School Programs

Contract Administrator: Carol Scaoos Martha Escareno 773-553-2284 125 S. Clark Program Contact: Dr. Linda Boisseau-Goodwin

Chicago, Illinois 60603 Contact: Mr. David Gilligan

Jennifer Vidis, Acting Chief Area Officer

773-553-3540 773-553-8500

TERM: The term of each agreement shall commence on the date the agreement is signed and shall end August 30, 2012. Each agreement shall have 2 options to renew for periods of 2 years each

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

SCOPE OF SERVICES: As specified in the attached Exhibit A, each provider has been approved to furnish services in one or more of the following areas:

Area One: Professional Development for School Staff

- 2. Area Two: Student Involvement (Mentoring)
- 3. Area Three: Career Vocational Development
- Area Four: Effective Intervention 4

Area Five: Effective Prevention

DELIVERABLES: Providers will offer evidence-based, age appropriate social, emotional, behavioral, and mental health services to students and related training to CPS staff.

OUTCOMES: Consultant's services will result in the following:

- Increased student attendance
- 2. Increased student achievement
- 3. Increased job readiness skills
- 4. Increased students' social and emotional competencies directly related to academic performance

COMPENSATION: Each provider shall be paid a negotiated rate for services as detailed in such provider's agreement. Compensation shall not exceed \$225,000.00 \$861,541.00 in the aggregate for the initial 3-year Term (\$ 75,000 per year) (\$287,180,00).

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Officer of the Office of High Schools and High School Programs Acting Chief Area Officer, Area 30 to execute all ancillary documents required to administer or effectuate the agreements.

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

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

FINANCIAL: Charge to: Office of High Schools and High School Programs

Fiscal Year: 2009

Budget Classification: 66301-225-54125-119023-000703 66011-225-54125-119020-000703

Source of Funds: **SGSA**

Charge to Area 30 Fiscal Year: 2011

Budget Classification: 05281-331-54125-221004-430101:\$166,541

Source of Funds: ARRA Funds

Charge to: **Graduation Pathways**

Fiscal Year: <u>2011</u>

13722-324-54125-221021-511236: \$470,000 **Budget Classification:**

324 U.S. Department of Labor Source of Funds:

GENERAL CONDITIONS:

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

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

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

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

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

Exhibit A

Pre-Qualified Providers

 A Knock At Midnight 400 W. 76th Street Chicago, Illinois 60620

Phone: 773-488-2960 Mr. Johnny Banks, Sr. Vendor number 21152 Areas 2, 3, and 4

2. Art Therapy Connection P.O. Box 146462 Chicago, Illinois 60614

Phone: 773-562-4708 Ms. Carolyn Collins Vendor Number 83849 Area 4

SGA Youth and Family Services
 East Adams, Suite 1500
 Chicago, Illinois 60603

Phone: 312-447-4364 Mr. Ronald Migalski Vendor Number 34171 Areas 2,4, and 5

4. Youth Guidance 122 S. Michigan Ave. #1510 Chicago, Illinois 60603

Phone: 312-253-4900 Ms. SuAnne Lawrence Vendor Number 11060 Area 4 and 5

10-1117-PR14

AMEND BOARD REPORT 10-0526-PR14

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENTS
WITH BANNER SCHOOLS AND PATHWAYS IN EDUCATION- ILLINOIS
FOR ALTERNATIVE LEARNING OPPORTUNITIES PROGRAM SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreements with Banner Schools and Pathways in Education – Illinois to provide Alternative Learning Opportunities Program (ALOP) services to Area 30 at a cost not to exceed \$4,812,617.00 \$4,312,135.00 in the aggregate. The contract extension will include the continuation of the Youth Engaged in Schools (YES) Initiative at Banner Schools. YES is funded by a grant from the U.S. Department of Labor. As a sub-recipient of a federal grant, Banner Schools must adhere to all federal contract provisions required by the grant funding. Written documents exercising this option for

each Provider's services are currently being negotiated. No payment shall be made to any Provider during the option period prior to the execution of such Provider's written document. The authority granted herein shall automatically resclind as to each Provider in the event a written document is not executed by such Provider within 90 days of the date of this Board Report. Information pertinent to these options is stated below

This November 2010 amendment is necessary to decrease the maximum aggregate spending authority by \$500,482,00 for a total aggregate expenditure not to exceed \$4,312,135.00 by reducing the projected budget allocations in General Education and SGSA funds and adjusting the projected budget allocations in the Federal Grant and NCLB funds. No amendments to the agreements are required.

2 Pathways in Education-Illinois

Contact Name Jamie Hall

48 N. El Molino Suite A

Pasadena, CA 91101

626-683-3500

Vendor No 18327

SPECIFICATION NO: 08-250007

PROVIDERS: 1. Banner Schools

USER:

1243 S. Wabash #503 Chicago, Illinois 60605 773-934-2328

Contact Name: Eric Carlton Vendor No. 20029

Area 30

4655 S. Dearborn Chicago, Illinois 60652

Contact: Jennifer Vidis, Acting Chief Area Officer

773-535-8500

ORIGINAL AGREEMENT: The original agreements authorized by Board Report #08-0924-PR13 in the amount of \$5,373,000.00 wereas for terms commencing September 2, 2008 and ending August 30, 2010, with the Board having 2 options to renew for one year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1. Board Report #08-0924-PR13 was amended pursuant to Board Report #09-0128-PR14 to increase the total compensation for services to \$6,373,000 00 and to amend the agreement with Banner Schools to provide additional seats for a 10-week transition program for students returning from juvenile justice detention facilities as a part of the YES Initiative which was funded by the U.S. Department of Labor.

OPTION PERIOD: The term of each agreement is being extended for one year commencing August 31, 2010 and ending August 30, 2011.

OPTION PERIODS REMAINING: There is one option period for one year remaining

SCOPE OF SERVICES: Providers will continue to provide the following ALOP services pursuant to Section 13B of the Illinois School Code (105 ILCS 5/13B-1 et seq.): High quality alternative educational program services for high school students aged 15-21 years who have had significant leaves of absence from school or have been involved with the juvenile justice system and have few, if any, high school credits. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path Providers will provide a 24 credit requirement program, aligned with Chicago Public Schools graduation requirements. Students' diplomas will be issued by their home high schools

DELIVERABLES: Providers will continue to:

- Provide program with adequate and appropriate equipment and supplies.
- Administer academic progress and other assessments as described by the Board, in the Board's sole discretion (Board will provide test booklets, training and scoring for mandated state and local tests.)
- Provide areas in school conducive to learning separate from the lunch and other activity rooms
- Provide sufficient staff (teacher aides, security and etc.) to effectively manage, support and educate students consistent with their needs.
- Provide a 10-week transition program consisting of academic support, life-skills training, and workforce exploration opportunities for students transitioning out of the juvenile detention facilities and participating in the Youth Engaged in Schools Initiative. This program is focused on increasing the graduation rate of court involved students.
- Provide dedicated staff and space to effectively manage and support a 10-week transition program for students participating in the Youth Engaged in School Initiative.
- Provide and administer mutually agreed upon assessments of progress in reading and mathematics at the end of school year for all students to assess individual student progress.
- Provide Area 30 with semester transcripts for each student enrolled in ALOP Schools
- Provide daily attendance reports to Area 30 staff.
- Provide list of graduates to Area 30 staff at the end of each school year.
- Provide copies of individual student success plans to Area 30 staff.

OUTCOMES: Providers will ensure that:

- Student attendance rate is 80%.
- Students earn a minimum of 6 credits per academic year
- Students have a post-secondary plan upon graduation.
- Graduation rate is 85%.

NCLB

NCLB

- Credit gain 80% of students attaining 5+ credits over one year
- Students are provided the curricular and credit opportunities to earn a high school diploma

COMPENSATION: Each Provider will be allocated a certain number of seats and will be paid a negotiated rate for these seats, not to exceed the sum of \$4,812,617.00 \$4,312,135.00 in the aggregate for all Providers. Each agreement will contain a clause that the Board may increase or decrease the number of seats by giving the Provider thirty (30) days written notice.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written documents. Authorize the President and Secretary to execute the written documents. Authorize Acting Chief Area Officer for Area 30 to execute all ancillary documents required to administer or effectuate the written documents.

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

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

Fiscal Year 2011 FINANCIAL: Charge to Area 30: \$4,812,617.00 \$4,312,135.00 Source of Funds: **Budget Classifications**

General Education 66301 05281-115-54305-<u>212024-</u>00000-000000-\$3,330,459 \$3,200,000

05281-115-54125-119023-000000-\$47,200.00

General Education 66301-225-54125-119020-000703-\$386,971.00 \$347,655.00 SGSA

66301-332-54125-119031-430083- \$95,187.00 66301-332-54125-119010-430106 -\$127,280.00 13722-324-54125-221021-500750-\$1,000,000.00 13722-324-54035-221021-511239-\$590,000.00

Federal Grant Federal Grant

CFDA#: 17.261 - Banner Schools

GENERAL CONDITIONS:

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

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

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

Ethics - The Board's Ethics Code adopted 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)

10-1117-PR15

AMEND BOARD REPORT 10-0526-PR15 APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH VARIOUS ALTERNATIVE SAFE SCHOOLS FOR EDUCATIONAL SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreements with Alternative Safe Schools identified below to provide educational services to students who have been expelled from school or referred by the school principal for displaying chronic disruptive behaviors at a cost not to exceed \$3,638,149.90 \$3,507,574.00 in the aggregate. Written documents exercising this option for each school's services are currently being negotiated. No payment shall be made to any school during the option period prior to the execution of such school's written document. The authority granted herein shall automatically rescind as to each school in the event a written document is not executed by such school within 90 days of the date of this amended Board Report. Information pertinent to this option is stated below.

This November 2010 amendment is necessary to reduce the compensation amount by \$130,575 due to a reduction of grant funding. The Illinois State Board of Education decreased the Regional Safe School Program grant from \$3,001,675 to \$1,531,305. Additionally, this amendment is necessary to add a budget allocation to restore funding to keep alternative safe school student seats at its current capacity (277).

SPECIFICATION NO: 08-250008 Contract Administrator: Nanzl Flores 773-535-2273

CONSULTANT:

 Human Resources Development Institute, Inc. (HRDI) 222 S. Jefferson Chicago, Illinois 60661 Contact: Renzy Richardson (312) 441-9009 Vendor # 25627

 Richard Milburn High School, Inc. 27 Congress Street Salem, Massachusetts 01970 Contact: Donna Eldridge Robert H. Crosby (978) 741-7161 Vendor # 24596

3. Banner Schools 1243 S. Wabash, #503 Chicago, Illinois 60605 Contact: Eric Carlton (773)934-2328 Vendor # 20029

USER:

Area 30 4655 S. Dearborn Chicago, Illinois 60652 773-535-8500

Contact: Jennifer Vidis, Acting Chief Area Officer

ORIGINAL AGREEMENT: The original agreements authorized by Board Report #08-0924-PR16 in the amount of \$4,022,752.00 <u>was</u> for a term commencing September 2, 2008 and ending July 31, 2010, with the Board having 2 options to renew for one year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1. Board Report #08-0924-PR16 was amended pursuant to Board Report

Board Report #10-0428-PR25 to increase the total compensation for services to \$6,902,505.00 and to correct the number of options on the Board Report to correspond with the number of options stated in the agreements.

OPTION PERIOD: The term of each agreement is being extended for one year commencing August 1, 2010 and ending July 31, 2011.

OPTION PERIODS REMAINING: There is one option period for one year remaining.

SCOPE OF SERVICES: Alternative Safe Schools will provide educational programs for students who commit CPS Uniform Discipline 5 or 6 offenses and as a result are expelled for a minimum of 45 days to a maximum of 2 years. The primary goal of this program is to return students to the regular education setting at CPS. Schools are contracted to provide educational services and behavioral interventions that will increase academic performance and decrease inappropriate behaviors by implementing academic curriculum, social/behavior interventions, vocational and career training opportunities, and life-skills training that are effective, creative, and innovative.

DELIVERABLES:

Deliverable	Delivery Date	
a) Attendance Reports (Teachers Monthly Summary)	Due the 5 th of each month for the prior month	
b) Quarterly grade reports	Due 5 days after the end of each quarter	
 c) Semester grade reports- must include transcripts for high school students earning credits toward graduation 	Due before the end of the semester. OSS staff will inform schools of specific date (Due before PRCUP is blocked)	
d) End of Year Report	Due 10 days after the end of each regular School Year	
e) School Improvement Plan	Due at least 15 days prior to the start of each School Year	
f) School-wide Behavior Management Plan	Oue at least 15 days prior to the start of each School Year	

g) Evacuation Plan	Due at least 15 days prior to the start of each School Year
h) Parent Orientation Packet (sample)	Due at least 15 days prior to the start of each School Year
Student Orientation Packet (sample)	Due at least 15 days prior to the start of each School Year
j) Course Descriptions for High School Program	Due at least 15 days prior to the start of each School Year
k) Staff Development Plans and Activity Dates	Due at least 15 days prior to the start of each School Year
I) Yearly School Calendar	Due at least 15 days prior to the start of each School Year
m) School Organizational Chart	Due at least 15 days prior to the start of each School Year
Actual Expenditure/Budget Report for each School, along with the overall operating budget for each school	Due on or before 16th of October for each year that the Agreement is in place or within 45 calendar days of the actual termination or expiration date

OUTCOMES: Alternative Safe Schools' students will receive a full academic program in an alternative setting. Students will earn 3 academic credits per semester toward high school graduation, complete requirements for elementary school graduation, and/or advance in grade level. Students will improve school attendance, reduce disruptive behavior, attain and/or maintain employment, and give back to the community through service learning and restorative justice.

COMPENSATION: Each school shall be paid as follows: HRDI shall be paid a per diem of \$55.58 for each reserved student slot, not to exceed \$10,004.40 per student during the regular school year and \$2,223.20 per student during the summer session, if the school provides services during the summer. Milburn shall be paid a per diem of \$56,82 for each reserved student slot, not to exceed \$10,000.00 per student during the regular school year and \$1,889.20 per student during the summer session, if the school provides services during the summer. Banner Academy shall be paid a per diem of \$56.82 for each reserved student slot, not to exceed \$10,000 per student during the regular school year and \$1,889.20 per student during the summer session, if the school provides services during the summer. The per diem rates for each reserved student slot and the maximum amount paid for each reserved student slot during the regular school year and during summer session shall be negotiated prior to the start of each renewal period. The total compensation paid to all Providers shall not exceed the sum of \$3,638,149.00 \$3,507,574.00 in the aggregate.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written documents. Authorize the President and Secretary to execute the written documents. Authorize Acting Chief Area Officer for Area 30 to execute all ancillary documents required to administer or effectuate the written documents.

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

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

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Fiscal Year: 2011 **Budget Classification:** Source of Funds: 324Government/RSSP 05281-324-54305-119023-369613-\$3,001,675 05281-324-54305-119023-369614 \$1,531,305 324 Government/RSSP 66011-115-00000-119020-000000-\$95,765 115 General Funds 05281-115-54305-119020-000000-\$1,470,000 115 General Funds 225 SGSA 66011-225-54125-119020-000703-\$459.755 66011-225-54125-119021-000703-\$235,420 225- SGSA 66011-225-54125-119020-000703 \$187,425 225 SGSA 66011-332-54125-119031-430092-\$80.954 332 NCLB 66011-332-54125-119010-430106-\$83,424 **332 NCLB**

GENERAL CONDITIONS:

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

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

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

Ethics - The Board's Ethics Code adopted 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).

WITHDRAWN

AMEND BOARD REPORT 10-0825-PR8 APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF ADDITIONAL LEARNING OPPORTUNITIES SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various vendors for the purchase of additional learning opportunities services for District 299 at an aggregate cost not to exceed \$900.000 \$1.800.000 Vendors were selected on a competitive basis pursuant to Board Rule 7-2 and a duly advertised Request for Proposals (Specification No. 10-250029). Written agreements for this purchase are currently being negotiated. No goods or services may be ordered or received and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event a written agreement for such Vendor is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below

This November 2010 amendment is necessary to increase the compensation amount to purchase software licenses and implementation services for additional schools. These additional schools will be Title I schools that, through an application process, demonstrate the necessary commitment and capacity to integrate online learning into their existing strategy. The application process will be voluntary and open to all non-charter elementary schools within the district. Selected additional schools will implement a "lighter" version of the ALO pilot. Schools implementing a "lighter" version of the ALO pilot will provide a portion of their students with additional learning time to be spent on online math and/or reading software Schools in the "lighter" version will only receive online software from the district and will have to bear responsibility for securing appropriate funds to staff the program as well as upgrade any infrastructure as required by the software. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event a written amendment for such Vendor is not executed within 90 days of the date of this amended Board Report.

CONTRACT ADMINISTRATOR:

Pamela Seanior 773-553-2254

VENDORS:

- MIND Research Institute 3631 S. Harbor Blvd, Suite 200 Santa Ana, CA 92704 888-751-5443 Andrew Coulson Vendor # 67737
- Houghton Mifflin Harcourt
 222 Berkeley Street
 Boston, MA 02116
 512-721-7204
 Laura Rockefeller
 Vendor # 13240
- Carnegie Learning 437 Grant Street, 20th Floor Pittsburgh, PA 15219 888-851-7094 Joseph Goins Vendor # 31207
- Headsprout 127 Broadway Ave E, Suite 200 Seattle, WA 98102 800-401-5062 x1702 Kimberley Bynoe Vendor # 39562

USER: Chief Education Office

125 S. Clark Street, 5th Floor

Monica Lee (773)553-1104

TERM: The term of each agreement shall commence on the date the agreement is signed and shall end on July 31, 2011. Each agreement shall have 2 options to renew for periods of 1 year each.

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

DETAIL OF SERVICES:

The Board will be launching a new initiative to increase educational outcomes for Chicago Public School students by introducing a technology-based solution to increase instructional time. The district's neighborhood schools currently offer only 914 hours of instructional time, which is the lowest urban total in the nation and 20% below the national average for urban districts. This initiative aims to expand instructional time by adding up to ninety minutes of computer-aided instruction to each school day.

Students will receive computer-based instruction to build and develop their skills in math and reading Engaging, web-based software will provide individualized and self-paced instruction at the level of each student

The Board will implement this initiative across the District, beginning with a pilot during the 2010-2011 school year.

SCOPE OF SERVICES:

Vendors shall provide software licenses, training, implementation and technical support to participating schools and supporting central office departments. Vendors were evaluated both on the quality of their proposed software program and on their ability to fully implement their proposed software program Given the district's diversity, the Board selected multiple vendors and will offer schools the opportunity to choose the solutions that best fit their needs. The Office of the CEO, in collaboration with the Office of Teaching and Learning, will provide expert advice as to which products will be most effective in individual schools and areas.

Vendors shall provide research-based software that users will access online which focuses on conceptual learning in literacy and/or mathematics. The software shall be easily navigable by students and require little adult supervision. The software shall align with appropriate state and/or national standards and provide age-appropriate curricula which is adaptive and regularly tracks student progress. The software shall provide reporting that will allow school and district staff to better understand student needs and student progress. Vendors shall also provide full cooperation with integration of the software into the District's data and security systems.

Vendors will provide implementation, training, and technical support to District, Area, and School staff in the following ways: a project management team and development of a key performance indicator report to support timely implementation; end-user and technical training for school and District staff, and a comprehensive train-the-trainer model for District staff to ensure ongoing and broad understanding; and ongoing basic technical assistance to support the user experience. This list is not meant to be exhaustive, but merely illustrative of types of supports that may be provided.

OUTCOMES

Total instructional hours, particularly engaged academic instructional hours have been shown to positively impact student outcomes. The additional learning opportunities services shall increase the reading and math proficiency of participating students, as measured through the software's progress monitoring tools as well as summative and formative district-wide assessments.

Vendors will be assessed on performance metrics that include, but are not limited to:

- . % of students in the top half of Scantron performance (math, reading)
- % of students who meet expected gains on Scantron (math, reading)
- . % of students who meet or exceed on ISAT (math, reading)
- % of students receiving adequate training prior to launch'
- % of high priority technology service calls addressed in target timeframes

COMPENSATION: Vendors shall be paid in accordance with the pricing set forth in their agreement, not to exceed the sum of \$900,000 \$1,800,000 in the aggregate for all Vendors.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements, including any indemnification to be provided to Vendors, and amendments. Authorize the President and Secretary to execute the agreements and amendments. Authorize the Deputy CEO to execute all ancillary documents required to administer or effectuate the agreements

AFFIRMATIVE ACTION:

Pursuant to Section 6.2 of the Remedial Program for the Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the per contract and Category Goals method for M/WBE participation will be utilized. The M/WBE participation goals for this contract include: 15% total MBE and 5% total WBE.

The Following list of pool vendors have committed to the following

MIND Research Institute

EXEMPT (501C)

Houghton Mifflin Harcourt Publishing Company

Total 15% MBE

ZeroChaos 420 South Orange Ave #600 Orlando, FL 32801

Carnegie Learning, Inc.

Total 15% MBE
Total 5% WBE

*Have not identified firms

Headsprout, Inc.

Total 20% MBE

Major Armstead 2901 Delphi Court Olympia Fields, Il 60461

Total 6.5% WBE

Erika Cost 3645 N. Damon #1 Chicago, IL 60618

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

FINANCIAL: Charge to Chief Education Office Fiscal Year: 2011

Budget Classification: 10810-331-53306-222010-430104 Source of Funds. Title I ARRA Budget Classification: 10810.354.53306.222010.497143 Source of Funds: Title IID

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).

Board Report 10-1117-PR16 was withdrawn.

10-1117-PR17

APPROVE PAYMENT TO ELEVATE LEARNING, LLC. FOR TUTORING SERVICES AT ROBERTO CLEMENTE COMMUNITY ACADEMY HIGH SCHOOL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Elevate Learning, LLC who provided tutoring services to Roberto Clemente Community Academy High School from December 9, 2009 to May 31, 2010 in the amount of \$79,000.00. These services were rendered without prior Board approval and all services have been completed. Vendor was selected on a non-competitive basis.

VENDOR:

1) Vendor # 76383 ELEVATE LEARNING, LLC 1117 NORTH DEARBORN ST., #114 CHICAGO, IL 60610 Shally Baranwal 312-450-4323

USER:

Area High School Instructional Office 26 - Military 3519 S. Giles Ave Chicago, IL 60656

Contact: Ardis Relf Phone: 773-534-9769

Unit 2: Roberto Clemente Community Academy High

School

Contact 2 Name: David Gilligan Phone: 773-534-4000

SCOPE OF SERVICES:

Vendor provided PSAE test readiness for Clemente Community Academy Students including one-to-one. online math tutoring to 140 students with each student receiving 40 hours of personalized instruction consisting of 25 tutoring and 15 graded practice sessions of 45 minutes each at a cost of \$500 per student. Students received 40 sessions worth of personalized instruction over 20 weeks at a frequency of two sessions per week during the school hours.

The one-on-one tutoring was targeted at each student's needs per an individual learning plan (ILP) that was prepared on the basis of an initial diagnostic at the start of the program. Student performance was monitored continuously via regular Elevate Learning (EL) formative and final assessment, the results of which were shared with the Clemente High School teachers on a semi-monthly basis. Based on the consultation with Clemente teachers, EL specially developed the tutoring content in line with the Illinois Learning Standards for Mathematics and further customized the content per the math program at Clemente.

The online tutoring involved a two-way communication between the student and an instructor using voice and digital white boards in a specialized virtual classroom environment via internet. Students were taught by qualified (graduates and/or post graduates in math), experienced and trained math instructors based in India. Students maintained the same tutor for the duration of the program to ensure a positive learning relationship and thorough understanding of the student's abilities and weaknesses.

DELIVERABLES:

Vendor provided the following:

Tutoring program- 40 hours of one-on-one differentiated instruction per student for 140 students over 20 weeks by EL tutors, emedial as well as grade specific math skills.- Initial EL diagnostic (1.5 hours), formative (4 hours) and final assessments (1.5 hours) administered to each student to guide the differentiated instruction and monitor the student progress. - Individual Learning Plan (ILP) for 40 hours for each student focused on the skill gaps and areas of weaknesses for each student.- Tutors used advanced Content Pedagogical Knowledge and Best practices in tutoring to bridge the gap between student's current skill level and the grade-level skill requirements.- The tutoring content was based on Illinois Learning Standards for Mathematics and further customize per math program at Clemente High School.

Professional development- On-site professional development for teachers on the technological and supervision aspects of the program. - On-site training was also provided to the students to access their sessions and the use of the specialized hardware.

Reporting and Additional Support- Elevate Math submitted to teachers and program administrator a semi-monthly report detailing student attendance, topics taught and performance on the initial diagnostic, formative and final assessment.- Curriculum consultation with teachers before the start of the program to maintain alignment with RCCA objectives and methodology. - Assistive hardware i.e. Digital writing tablets and headsets with microphone were provided to RCCA on a rental basis- Service assistant: Elevate Learning provided live service assistance via telephone, emails and web conferencing at all times. - Technical set-up: EL assisted the school IT technician in setting-up the computers and the assistive hardware.

OUTCOMES

Vendors services resulted in students overcoming their backlog of pre-requisite (remedial) math skills and being taught with grade specific and advanced math skills to be successful on the PSAE test. The students also gained practice on graded drills and received specific feedback from the tutors on their skill deficiencies. The one-on-one instruction helped the lower achieving students to keep pace with the classroom instruction by reducing the classroom skill disparity. The semi-monthly student performance reports enabled teaches to make data-driven decisions about their students and the classroom instruction. The students also acquired virtual collaboration and cross-cultural skills that are vital for the 21st century work environment.

COMPENSATION:

Consultant shall be paid the sum of \$79,000.00.

AFFIRMATIVE ACTION:

A review of Minority and Women Business Enterprise participation was precluded due to completed contract performance.

LSC REVIEW:

Local School Council knew about this program as this was the second year for services. However, the exact date of approval is not on file.

FINANCIAL

Charge to Area High School Instructional Office 26 - Military and Roberto Clemente Community Academy High School

05261-115-54105-113006-000000-2011

\$39,500.00

\$39,500.00

CFDA#: Not Applicable

10-1117-PR18

AMEND BOARD REPORT 08-0827-PR23

AMEND BOARD REPORT 05-1026-PR12

AMEND BOARD REPORT 04-0324-PR20

APPROVE ENTERING INTO AN AGREEMENT WITH BLUE CROSS BLUE SHIELD OF ILLINOIS FOR HEALTH CARE ADMINISTRATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Blue Cross Blue Shield of Illinois to provide network access, claims administration, medical management oversight and a health maintenance organization for the Board's self-funded medical plan, at a cost not to exceed \$70,000,000.00 \$81,000,000.00 Blue Cross Blue Shield of Illinois was selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification No. 03-250288). A written agreement is currently being negotiated. No payment shall be made to vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this amended Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to change the original term of the health maintenance organization agreement, commencing July 1, 2004 and ending December 31, 2006, to end December 31, 2008. This extension will allow the Board to take advantage of guaranteed rates for calendar years 2007-2008.

This second amendment is necessary to change the ending date of the written agreement regarding the health maintenance organization (HMO) services to December 31, 2010, and to increase the dollar amount from \$50,000,000.00 to \$70,000,000.00 for all services. This extension is needed in order to provide sufficient time to complete a comprehensive RFP. A written amendment to this agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 120 days of this amended Board Report.

This November 2010 amendment is necessary to i) extend the ending date of the written agreement regarding health maintenance organization (HMO) services to December 31, 2011, ii) to increase the dollar amount from \$70,000,000,000 to \$81,000,000 for all services, and iii) revise the affirmative action section. This extension is needed in order to provide sufficient time to define the requirements, issue and evaluate a comprehensive RFP compliant with new federal healthcare reform legislation. A written amendment to this agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 120 days of this amended Board Report.

Specification Number: 03-250288

Contract Administrator: Pamela Seanior / 773-553-2254

VENDOR:

1) Vendor # 36410
HEALTH CARE SERVICE CORPORATION
D/B/A BLUE CROSS BLUE SHIELD OF
ILLINOIS
300 E. RANDOLPH
CHICAGO, IL 60601
Paul S. Boulis
312-653-7921

USER:

Office of Human Capital 125 S Clark St - 2nd Floor Chicago, IL 60603

Contact: Dale Moyer Phone: 773-553-2818

TERM:

The term of each agreement shall commence on July 1, 2004 and shall end December 31, 2010 for the health maintenance organization agreement, and shall end on December 31, 2008 2011 for any remaining agreements. Each agreement shall have (2) options to renew for 12 months each.

DESCRIPTION OF SERVICES: Blue Cross Blue Shield will provide network access and administrative services and provide a health maintenance organization for the Board's self-insured health plan.

DELIVERABLES:

Blue Cross Blue Shield will provide access to a network of medical providers, and a prepaid health maintenance organization, including monthly experience reports.

OUTCOMES:

Blue Cross Blue Shield will provide comprehensive and affordable healthcare coverage through contracted discounts and prepaid provider arrangements for the Board's self-insured medical program for Chicag Public School employees.

COMPENSATION:

Blue Cross Blue Shield shall be paid at the fees set forth in the written agreements for the entire term not to exceed \$70,000,000.00 \$81,000,000.00.

AUTHORIZATION

Authorize the General Counsel to include other relevant terms and conditions in the agreement and amendment as amended. Authorize the President and Secretary to execute the agreement and amendment as amended. Authorize the Chief Human Resources Capital Officer or the Director Officer of Benefits Management to execute all ancillary documents required to administer or effectuate this agreement as amended.

AFFIRMATIVE ACTION:

This contact is in full compliance with the goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/MBE Plan). The M/WBE Participation goals for the contract include: 35% total MBE. 10% total Hispanic, 2% total Asian and 5% total WBE. The vendor has identified and scheduled the following firms and percentages:

Total MBE - 35%

Total 22% African American.

Community Insurance Center \$1,178,000 526 E. 87th Street Chicago, Illinois 60619

Minor's Unique Printing \$2,940,000 933 W: Hintz Road Wheeting, Illinois 60090

Sayers Computer Source \$1,176,000 825 Corporate Woods Parkway Vernon Hills, Illinois 60061 1150 Feehanvill Drive Mt. Prospect, Illinois 60615

Tri-Tech Solutions Kam, Inc. \$882,000 5415 S. Ingleside Chicago, Illinois 80815

Total Hispanic 10%

A&R Janitorial Services \$1,784,000 5234 W. 25th Street Cicero, Illinois 60804

Magic Lantem Studios \$588,000 11381 Allison Ct. Huntley; Illinois 80142

MTG Productions \$588,000 1580 N. Northwest Highway Ste. 312 Park Ridge Illinois 80088

Total 3% Asian

Innovative Systems \$882,000 799 Roosevelt Road Glen Ellyn, Illinois

Total 5% WBE Perez & Associates, Inc. 13930 S. Kildare Avenue Crestwood, Illinois 60445

Terrance Electric \$1,176,000 1015 South Route 83 Elmhurst, Illinois MICRO III \$294,000 1102 N: Garfield Lombard; Illinois

LSC REVIEW

Local School Council approval is not applicable to this report.

FINANCIAL

Charge \$10,000,000.00 for Fiscal Year 2005 Charge \$10,000,000.00 for Fiscal Year 2006 Charge \$10,000,000.00 for Fiscal Year 2007 Charge \$10,000,000.00 for Fiscal Year 2008 Charge \$10,000,000.00 for Fiscal Year 2010 Charge \$10,000,000.00 for Fiscal Year 2010 Charge \$10,000,000.00 for Fiscal Year 2011 Charge \$11,000,000.00 for Fiscal Year 2012

Budget Classification: Charge to sundry units, all operating funds, sundry programs, hospitals insurance (object 5680 account 57305)

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

10-1117-PR19

FINAL

AMEND BOARD REPORT 08-0827-PR26 AMEND BOARD REPORT 07-1219-PR19

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENTS WITH UNITED HEALTH CARE INSURANCE COMPANY AND UNITED BEHAVIORAL HEALTH FOR HEALTH MAINTENCE ORGANZATION, BEHAVIORAL HEALTH AND FLEXIBLE SPENDING ACCOUNT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve exercising the second option to renew the agreements with United Health Care Insurance Company (UHC) to provide network access claims administration, utilization review, medical management oversight, a health maintenance organization, and flexible spending accounts for the Boards self-funded medical plan. Approve exercising the second option to renew the agreement with United Behavioral Health to provide mental health and substance abuse management services under the Board's healthcare program. The total cost for both vendors for this option period shall not exceed \$20,000,000.00 \$26,000,000.00. Written documents exercising these options are currently being negotiated. No payment shall be made to either vendor during the option period prior to the execution of the written documents. The authority granted herein shall automatically rescind as to each vendor in the event a written document for each vendor is not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

This amendment is necessary to change the ending date of the renewal agreements to December 31, 2010 for health maintenance organization (HMO) and flexible spending services with UHC and mental health and substance abuse management services with United Behavioral Health and to increase the total dollar amount from \$6,000,000.00 to \$20,000.000.00. This amendment will allow sufficient time for completion of a comprehensive Request for Proposals. A written amendment to each of these agreements is required. The authority granted herein shall automatically rescind in the event written amendments are not executed within 90 days of this amended Board Report.

This November 2010 amendment is necessary to extend the ending date of the agreements to December 31, 2011 for health maintenance organization (HMO) and flexible spending services with UHC and mental health and substance abuse management services with United Behavioral Health and to increase the total dollar amount from \$20,000,000.00 to \$26,000,000.00. This amendment will allow sufficient time to define the requirements, issue and evaluate a comprehensive RFP compliant with new federal healthcare legislation. This Board Report is also being amended to revise the affirmative action section. A written amendment to each of these agreements is required. The authority granted herein shall automatically rescind as to each vendor in the event their written amendment is not executed within 120 days of this amended Board Report.

Specification Number: 03-250288

Contract Administrator: Pamela Seanior / 773-553-2254

VENDOR

1) Vendor # 23320 UNITED HEALTH CARE INSURANCE CO 233 N. MICHIGAN AVENUE CHICAGO, IL 60601 Shannon Taylor 312-424-6581

Vendor # 12796 UNITED BEHAVIORAL HEALTH 425 MARKET ST., 27TH FL. SAN FRANCISCO, CA 94105 Stevn D. Prepelica, M.S.W 847-585-4874

USER:

Office of Human Capital 125 S Clark St - 2nd Floor Chicago, IL 60603

Contact: Dale Moyer Phone: 773-553-2818

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 04-0324-PR21 as amended by Board Report 04-0728-PR44) in the amount of \$30,000,000.00 are for terms commencing July 1, 2004 and ending December 31, 2006, with the Board having two options to renew for one year terms. The agreements were renewed (authorized by Board Report 06-1220-PR21) for a period commencing January 1, 2007 and ending December 31, 2007. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1.

EXTENSION PERIOD: TERM: The term of each agreement for the HMO, flexible spending and mental health substance abuse management agreements is being extended for three years a period commencing January 1, 2008 and ending December 31, 2011. The remaining agreement (utilization review) is extended to December 31, 2008.

OPTION PERIODS REMAINING

There are no option periods remaining.

SCOPE OF SERVICES:

United Health Care will continue to <u>provide</u> health maintenance organization, and flexible spending accounts for a self-insured health plan. United Behavioral Health will continue to provide mental and substance abuse management services and access to their network of mental health providers.

DELIVERABLES:

United Health Care will continue to provide health maintenance organization services and access to a network of medical providers, who will provide claims administration services, conduct utilization review and management services and administer flexible spending accounts, including monthly experience reports. United Behavioral Health will continue to provide access to a network of behavioral health providers and will conduct utilization review, and management services, including monthly experience reports

OUTCOMES:

United Health Care and United Behavioral Health Services will result in comprehensive and affordable healthcare coverage through contracted discount and prepaid provider arrangements for the Board's self-insured medical program for Chicago Public School employees.

COMPENSATION:

Vendors shall be paid during this option period as follows: in accordance with the compensation schedule set forth in each agreement, total cost not to exceed \$20,000,000.00 for both vendors for the three years option period ending December 31, 2011.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document <u>and amendments</u>. Authorize the President and Secretary to execute the option document <u>and amendments</u>. Authorize the Chief Human <u>Resources Capital</u> Officer to execute all ancillary documents required to administer or effectuate these option agreements

AFFIRMATIVE ACTION:

The MWBE goals for this contract include: 35% total MBE and 5% WBE. <u>Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods & Services Contracts, the per category method for MWBE participation will be utilized. Thus, contracts for the subsequent vendors in this agreement will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors will be monitored on a quarterly basis. However, the Waiwer Review Committee recommends that a partial waiver of the MBEWBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract scope is not further divisible.</u>

United Health Care has identified and scheduled the following:

Total MBE - 9% 8.7%

Merchandise Distributors \$50,000.00 or 1.7%

4253 N. Kedzie

Chicago, IL 60618

Hernandez & Garcia 100,000.00 or 3.4% 7366 N. Lincoln Ave. Lincolnwood, IL 60712

Corafran 20,000.00 or 2% P.O. Box 498-495 Chicago, IL 60649

The Blackstone Group 100,000.00 or 3.4% 360 N. Michigan Ave. Chicago, IL 60601

Total WBE - 22% 22.3% 411 Computers, Inc. 6160 S. East Ave. LaGrange, IL 60525

<u>United Behavioral Health has identified the following:65% of the Chicago network are M/WBE service providers</u>

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL

Charge to the Department Human Resources: \$20,000,000.00 \$26,000,000.00

Fiscal Year: 2008-2011

Charge to sundry units, all operating funds, sundry programs, hospital insurance (account 57305)

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

AMEND BOARD REPORT 09-1216-PR26
AMEND BOARD REPORT 09-0128-PR16
RATIFY AMENDMENT TO BOARD REPORT 08-0827-PR24
AMEND BOARD REPORT 07-1024-PR21
AMEND BOARD REPORT 07-0228-PR12
AMEND BOARD REPORT 05-0824-PR11
AMEND BOARD REPORT 05-0323-PR14

APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH VARIOUS COMPANIES FOR DEFINED CONTRIBUTION RETIREMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreements with the various companies identified below to provide defined contribution retirement services to Chicago Public School employees, at no cost to the Board and to enter into a written agreement substituting Reliance Financial Corporation in place of MetLife Bank as Custodian regarding the custodial agreements renewed in #6 below. Vendors will continue to provide investment management, administration and recordkeeping for group fixed annuities, variable annuities and institutional mutual funds. Written documents exercising this option are currently being negotiated. The authority granted herein as to each vendor shall automatically rescind in the event a written document for each vendor is note executed within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

This amendment is necessary in order to provide a successor custodian for MetLife, which is exiting this type of business. A written agreement with Reliance Financial Corporation is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement with Reliance Financial Corporation is not executed within 120 days of this amended Board Report.

This second amendment to the Board Report is necessary to change the ending term of each renewal period (with the exception of Prudential Retirement Services) from April 1, 2007 to December 31, 2007. This amendment will allow sufficient time for completion of a comprehensive Request for Proposals. Written amendments to each renewal agreement are required. The authority granted herein shall automatically rescind in the event written amendments are not executed within 90 days of this amended Board Report.

This third amendment to the Board Report is necessary to change the ending term of each renewal period with the exception of Prudential Retirement Services from December 31, 2007 to December 21, 2008. This amendment is necessary in order for written agreements to continue in affect to administer and protect employee tax deferred contributions. Written amendments to each renewal are required. The authority granted herein shall automatically rescind in the event written amendments are not executed within 90 days of this amended Board Report.

This fourth amendment is necessary to change the ending date of each renewal period from December 31, 2008 to December 31, 2009, with the exception of Prudential Retirement Services. This amendment is necessary in order for written agreements to continue in effect to administer and protect employee tax deferred contributions while allowing sufficient time for completion of a comprehensive Request for Proposals. Written amendments to each renewals agreement are required. The authority granted herein shall automatically rescind as to each unexecuted amendment in the event written amendments are not executed within 90 days of this amended Board Report.

This fifth amendment is necessary to reflect the name change of CitiStreet Associates, LLC to MetLife Associates, LLC; and also to correct the erroneous deletion of Reliance Financial Corporation, as custodian; as a party in category 6 below, and to restore it under category 6 as of the prior Board Report date where it last appeared. Further, the written amendments with MetLife Associates, LLC and Reliance Financial Corporation pursuant to the fourth amendment, herein above, executed prior to this Board Report date are herein ratified. The authority granted herein shall automatically rescind as to the amendments cited in the fourth amendment to this Board Report, above, as to MetLife Associates, LLC and as to Reliance Financial Corporation in event that written amendments reflecting these changes are not executed within 90 days of this amended Board Report.

This sixth amendment is necessary to correct the address for Variable Annuity Life Insurance Company and to change the ending date of each renewal period from December 31, 2009 to December 31, 2010, except for Prudential. This amendment is necessary in order for written agreements to continue in effect to administer and protect employee tax deferred contributions while allowing sufficient time to implement new administrative and other agreements. Written amendments to each renewal agreements are required. The authority granted herein shall automatically rescind as to each unexecuted amendment in the event that written amendments are not executed within 90 days of this amended Board Report.

This seventh amendment is necessary to amend certain provisions in the contracts of four of the vendors effective as of December 1, 2010, and to amend the ending date of the renewal agreements for these vendors from December 31, 2010 to December 31, 2011. The four vendors are ING Insurance and Annuity Company. Variable Annuity Life Insurance Company. Metilife Associates LLC and Metropolitan Life Insurance Company. The amendment contains provisions relating to cooperation by these four vendors with respect to recordkeeping services and arrangement for reimbursement of plan expenses. Written amendments to the renewal agreements of these four vendors are required. The authority granted herein shall automatically rescind as to each of these vendors in the event that their written amendment is not executed within 90 days of this amended Board Report.

Specification Number :

01-250230

Contract Administrator :

Gilbert Rabin / 773-553-2297

USER:

Office of Human Capital 125 S Clark St - 2nd Floor Chicago, IL 60603

Contact :

Dale Moyer 773-553-2818

ORIGINAL AGREEMENT:

The original agreements (authorized by Board Report 02-0123-PR31 as amended under Board Resolution 02-1120-RS06 and by Board Report 05-08-24-PR11) are for a term commencing April 1, 2002 and ending April 1, 2005, with the Board having one option to renew for an additional period of twenty four (24) months. The written agreements were renewed for a term commencing April 1, 2005 and ending April 1, 2007 pursuant to Board Report number 05-0323-PR14. The agreements were then amended pursuant to Board Report number 07-0228-PR12 and 07-1024-PR21 and extended to the end date of December 31, 2008, with the exception of Prudential Retirement Services. The agreements were then amended pursuant to Board Report number 08-0827-PR24 and extended to the end date of December 31, 2009. The original agreements were awarded on a competitive basis pursuant to a duly advertised Request for Proposals (Specification #01-250230).

OPTION PERIOD: TERM: The term of each agreement with Hartford Life Insurance Company and Horace Mann Life Insurance Company shall be renewed for a period commencing April 1, 2005 and ending December 31, 2010. The term of each of the agreements with the following: ING Life Insurance and Annuity Company. Variable Annuity Life Insurance Company. MetLife Associates, LLC, and Metropolitan Life Insurance Companyshall be renewed for a period commencing April 1, 2005 and ending December 31, 2011, The term for the agreement with Prudential Retirement Services shall be for six-month period commencing April 1, 2005 and ending October 1, 2005.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendors shall continue to provide comprehensive defined contribution retirement services which include: Management of investment options (either proprietary, non-proprietary or a combination)

Participant Communication

Administration/Recordkeeping

Participant Education

Vendors shall only provide those products and services within the product line for which they were originally selected.

DELIVERABLES:

Vendors shall continue to provide periodic reports related to program activities, including enrollment, vendor performance, investment performance and participant services. Vendors shall continue to develop communication materials, conduct education seminars and provide training materials for Board staff.

OUTCOMES

Vendors services shall continue to result in a program that provides quality investment products and services, with cost effective fees that enhances the Board of Education's defined contributions retirement program.

COMPENSATION:

Vendor shall be paid during this option through voluntary deductions for participating Board employees, with no cost to the Board. Cost and fee structures offered to participating Board employees shall be guaranteed for the renewal term and, for participants with Prudential Retirement Services, shall be guaranteed for the six-month renewal term.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents and amendments. Authorize the President and Secretary to execute the option documents and amendments. Authorize the Chief Human <u>Capital</u> Resources Officer to execute all ancillary documents required to administer or effectuate option agreements.

AFFIRMATIVE ACTION:

Pursuant to section 3.7 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) these contracts are exempt from review because they are unique transactions that have no cost to the Board.

LSC REVIEW:

Not applicable.

FINANCIAL:

Providers shall be paid through voluntary deductions from participanting Board Employees, with no cost to the Board.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- 1) Vendor # 34983 HARTFORD LIFE INSURANCE CO. 200 HOPMEADOW STREET SIMSBURY, CT 06089 Eric H. Wietsma, Vice President 860-843-6923
- 2) Vendor # 91417
 ING LIFE INSURANCE AND ANNUNITY
 COMPANY
 ONE ORANGE WAY-A3N
 WINDSOR, CT 06095
 Laurie Lombardo, Product Director
 860-580-1649
- 3) Vendor # 80603
 HORACE MANN LIFE INSURANCE
 COMPANY
 1 HORACE MANN PLAZA
 SPRINGFIELD, IL 62715
 Tricia Seifert, AVP Retirement Plan
 Services
 217-789-2500X5553
- 4) Vendor # 23624
 VARIABLE ANNUITY LIFE INSURANCE
 COMPANY, THE
 2929 ALLEN PARKWAY, STE L6-30
 HOUSTON, TX 77019
 Mike Gifford, Vice Prseident
 713-831-5064
- 5) Vendor # 12898
 METLIFE ASSOCIATES, LLC
 400 ATRIUM DRIVE
 SOMERSET, NJ 08873
 Julie Taylor
 732-514-2000
- 6) Vendor # 34986
 METROPOLITAN LIFE INSURANCE CO.
 400 ATRIUM DR.
 SOMERSET, NJ 08873
 Thomas Hogan, Senior Vice President
 732-652-1212

7) Vendor # 34984
PRUDENTIAL GROUP LIFE AND
DISABILITY INSURANCE
290 W. MOUNT PLEASANT AVENUE
LIVINGSTON, NJ 07039
Susan Maxey Reid
973-367-1213

10-1117-PR21

APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENT WITH ARAG INSURANCE COMPANY TO PROVIDE ACCESS TO LEGAL SERVICES NETWORK FOR CHICAGO PUBLIC SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the final option to renew the agreement with ARAG Insurance Company to provide access to a legal services network for Chicago Public School employees under its Employee Benefits Program at no cost to the Board. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated

Specification Number: 06-250040

Contract Administrator : Pamela Seanior / 773-553-2254

VENDOR:

11 Vendor # 10618 ARAG INSURANCE COMPANY 400 LOCUST., STE 480 DES MOINES, IA 50309 Laura Lanagin 515-246-1200

USER:

Office of Human Capital 125 S Clark St - 2nd Floor Chicago, IL 60603

Contact : Dale Moyer

773-553-2818 Phone:

ORIGINAL AGREEMENT

The original agreement (authorized by Board Report 06-1115-PR21) at no cost to the Board was for a term commencing January 1, 2007 and ending December 31, 2009, with the Board having two options to renew for periods of one year each. The agreement was renewed for a term commencing January 1. 2010 and ending December 31, 2010 (authorized by Board Report 09-0826-PR25). The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of this agreement is being renewed for one year commencing January 1, 2011 and ending December 31, 2011.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES

ARAG shall continue to provide a comprehensive, fully-paid group legal services network, which shall provide a baseline of services to participating Chicago Public School employees including a legal hotline; documentation preparation such as wills and codicils; real estate matters; family matters; including parental coverage; attorney office work; divorces; adoptions; estate administration and estate closings; defense of traffic charges; defense of civil damages; small claims assistance; identity theft case management; identity theft case prevention kit and identity theft action kit, telephone legal services and online access to information and resources; reduced fee services; and a fee schedule for attorneys outside the network.

DELIVERABLES:

ARAG shall continue to staff various Board work locations with company representatives to meet with employees as needed; make telephone service available for enrollees 24 hours per day, 7 days per week, perform administrative functions necessary to ensure appropriate financial controls; maintain eligibility files in an accurate and timely manner; provide training materials and on-site training sessions for the implementation of the program; develop, produce and distribute employee communication materials and provide management information reports.

OUTCOMES:

ARAG's Legal Service Network will result in an efficient cost effective benefit for Chicago Public School Employees.

COMPENSATION:

This is a 100% employee-pay group services plan, with no cost to the Board of Education

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 Human Capital Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to Section 6.2 of the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services Contracts (M/WBE Plan), this contract is in full compliance; the industry category goals method for M/WBE participation will be utilized and reported on a quarterly basis. The M/WBE participation goals for this contract include: 35% MBE and 5% WBE.

Total MBE 35%

Rivera & Associates 6160 N. Cicero Ave., Suite 305 Chicago, IL 60646

Jean Roche 10735 S. Cicero Oak Lawn, IL 60453

Frank Ochal Law Offices of Frank Ochal 5433 N. Ashland Ave. Chicago, IL 60640

Total WBE 5%

Crystal Bush Law Office of Crystal R. Bush 400 N. McClurg, Suite 2215 Chicago, IL 60611

Lynette Lewis 3502 W. 95th Evergreen Park, IL 60805

Kristal Rivers 1507 E. 53rd Street #804 Chicago, IL 60617

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

There is no cost to the Board.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

10-1117-PR22

AUTHORIZE PLACEMENT OF THE BOARD'S EMPLOYEE GROUP BASIC LIFE, VOLUNTARY LIFE, PERSONAL ACCIDENT AND DISABILITY INSURANCE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the placement of the following insurance policies on behalf of the Board for group employee benefits insurance for an initial term 36 months at a cost for the initial term not to exceed \$54,000,000.00. No broker is involved. These placements will be arranged and underwritten through Standard Life Insurance Company. Vendor was selected on a competitive basis pursuant to Board Rule 7-2 (Specification No. 10-250046). The policies of coverage constitute the contract between the Board and insurance carriers.

Specification No: 10-250046

Contract Administrators. Pamela Seanior (773) 553-2254

VENDOR: Employee Group Basic Life, Voluntary Life, Personal Accident and Disability Insurance Carrier

Standard Life Insurance Company 900 S W Sixth Avenue

Portland, Oregon 97204

Contact: Christine Pawlak, Employee Benefit Specialist

Vendor: 30450

USER: Human Capital

125 S. Clark – 14th floor Compensation & Benefits Management

Contact: Dale Moyer, Compensation Director

(773) 553-2818

TERM: The term of each policy shall commence on January 1, 2011 and shall end on December 31,

2013

RENEWAL OPTIONS

The Board shall have the two renewal options of one year each, beginning on January 1, 2014 and January 1, 2015 respectively, at a cost not to exceed \$19,000,000 00 for the first renewal term and not to exceed \$19,500,000.00 for the second renewal term.

DESCRIPTION OF POLICES

Life Insurance	Group Life Insurance: i) Basic Life Insurance, and ii) Voluntary Life
	Insurance and Personal Accident Insurance at no cost to the Board to
	be funded through voluntary payroll deductions for participating
	Chicago Public Schools and Board of Education employees
Disability Insurance	Disability Insurance: at no cost to the Board to be funded through voluntary payroll deductions for participating Chicago Public Schools
	voluntary payroll deductions for participating Chicago Public Sciand Board of Education employees.

PREMIUM: All premium payments will be made to the appropriate insurance carriers based on premiums reported by Standard Life to the Human Capital. Any premium change that causes the premium to exceed the maximum amounts stated above shall require additional Board authority.

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

AFFIRMATIVE ACTION: The M/WBE goals for this agreement include 15% total MBE and 5% total WBE participation. The Vendor has committed to utilizing M/WBE firms to market the services and benefits of this insurance contract.

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

FINANCIAL:

Basic Life: Charge to all units/ Human Capital manages the contract:

Fiscal Year 2010 to 2011: \$1,000,000.00 Fiscal Year 2011 to 2012: \$2,000,000.00 Fiscal Year 2012 to 2013: \$2,000,000.00 Fiscal Year 2013 to 2014: \$1,000,000.00

Budget Classification: Sundry Units, All operating funds, sundry programs, group life insurance (account 57905)

Personal Accident Insurance: \$0
No cost to the Board
Voluntary Life: \$0
No cost to the Board
Voluntary Disability: \$0
No cost to the Board

GENERAL CONDITIONS:

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

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

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

Ethics – The Board's Ethics Code adopted 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).

10-1117-PR23

APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENT WITH COGHLAN KUKANKOS LLC, FORMERLY KNOWN AS COGHLAN KUKANKOS COOK LAW OFFICES, TO PROVIDE SUBROGATION CLAIMS MANAGEMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the final option to renew the agreement with Coghlan Kukankos LLC, formally known as Coghlan Kukankos Cook Law Offices (CKC), to provide Subrogation Claims Management Services for the Board's self-funded medical insurance plan (Plan). Vendor will be paid on a contingency fee basis. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 06-250036

Contract Administrator: Patricia Hernandez / 773-553-2256

VENDOR:

Vendor # 24950
 COGHLAN KUKANKOS LLC
 161 NORTH CLARK STREET., SUITE 1325
 CHICAGO, IL 60601
 Barbara Coghlan

USER:

Office of Human Capital 125 S Clark St - 2nd Floor Chicago, IL 60603

Contact: Dale Moyer, Director 773-553-2818

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 06-1115-PR22) is for a term commencing January 1, 2007 and ending December 31, 2009 with the Board having (2) two options to renew for (1) one year terms. The Agreement was renewed for term commencing January 1, 2010 and ending December 31, 2010 (authorized by Board Report 09-1028-PR15). The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of this agreement is being extended for one year commencing January 1, 2011 and ending December 31, 2011.

OPTION PERIODS REMAINING:

There are no options remaining.

SCOPE OF SERVICES:

Consultant will continue to provide the following services

Provide open and close status on all injury claim files.

Evaluate the subrogation potential of each claim based upon information that is available from police reports, the statements of Covered Persons and witnesses, hospital records, insurance company claim files or other information.

Provide in writing a determination as to whether the Plan has a viable and cost effective right to recover subrogation with respect to each injury claim.

Make demands that responsible third parties or their insurers or other persons who may be obligated to provide injury-related benefit coverage that is primary to that which is provided by the Plan.

Defend benefit actions brought against the Plan and/or shall commence or monitor or intervene in litigation on behalf of a designated Covered Person, or the Plan.

Negotiate with third parties and insurers or other responsible persons as part of its efforts to effect settlement of injury claims as authorized by the Plan.

Collect subrogation-related payments due to Plan; report and remit such payments to the Board's representative pursuant to procedures authorized by the Board.

Provide services necessary to supervise and support counsel retained to defend subrogation-related actions brought against the Plan Covered Persons who reside in areas where Consultant does not practice.

DELIVERABLES:

Consultant will continue to provide monthly and annual reports indicating names, dates of services and medical providers for which reimbursement has been received. Consultant shall maintain a database so trends can be established to determine vendors' claim payment patterns to determine if they are acceptable according to the Board of Education's standards.

OUTCOMES:

Consultant's services will result in an efficient cost-effective Subrogation Claims Management Program aligned with the Board's self-funded medical plan.

COMPENSATION:

Consultant shall be paid a contingency fee in the amount of 33.33% of the gross recoveries or savings from the Plan from an injury claim, which gross recovery was realized by the Plan after the assignment of the injury claim to Consultant.

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 Human Capital Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this contract includes: 35% MBE, and 5% WBE.

OBD recommends that a partial walver of the MBE participation goals for this contract as required by the Remedial Program be granted because the contract scope is not further divisible.

The vendor however has identified and scheduled the following firms and percentages:

Total MBE	5%
Altavista Graphics	
3435 N. Kimball	
Chicago, IL 60618	
Total WBE 95%	
Coghlan Kukankos LLC	84%

Arrow Messenger Services 1% 1322 W. Walton Chicago, IL 60622

Hallagan Office Supplies 7% 6854 W. North Ave Chicago, IL 60606

3%

Data Media Productions 1946 Lehigh Ave Glenview, IL 60025

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fiscal Year: 2011

Charge to sundry units, all operating funds, sundry programs, hospital insurance (object 57305). Subrogation collections will be deposited to the appropriate health care budget lines so that health care costs can be reduced.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

10-1117-PR24

FINAL

APPROVE ENTERING INTO AN AGREEMENT WITH THE NEW TEACHER PROJECT FOR EDUCATIONAL SUPPORT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with The New Teacher Project (TNTP) to provide educational support services and teacher alternative Certification initiative (TEACH Initiative) at a cost to the Board not to exceed \$2,775,776.00. TNTP was selected on a non-competitive basis because the Provider was the applicant for the Investing in Innovation (i3) grant awarded by the United States Department of Education, and has expertise and the ability to deliver effective recruitment, pre-service training, and provide certification coursework for Alternative Certification teachers. The Provider's grant application specifically addressed working with Chicago Public Schools if awarded the grant. The total value of the agreement and services to be received by the Board will be in an amount not to exceed \$7,573,158.00. The difference between the total contract amount and cost to the Board will be covered by i3 grant funds received by provider and participant tuition. A written agreement for Provider's services is currently being negotiated. No payment shall be made to Provider prior to the execution of written agreement. The authority granted herein shall authority rescind in the event a written agreement is not executed within 90 days of the date of this Board Report.

VENDOR:

1) Vendor # 95555 NEW TEACHER PROJECT, THE 186 JORALEMON STREET., STE 300 BROOKLYN, NY 11201 Ariela Rozman, CEO 718-233-2800

USER:

Office of Human Capital 125 S Clark St - 2nd Floor Chicago, IL 60603

Contact : Alicia Winckler Phone: 773-553-1070

TERM

The term of this agreement shall commence on December 1, 2010 and shall end on September 30, 2015.

EARLY TERMINATION RIGHT:

Either party shall have the right to terminate the agreement on 60 days written notice.

SCOPE OF SERVICES:

For the Chicago Teachers Fellow Program, Provider will recruit and identify up to 150 provisionally-certified teachers for employment with Chicago Public Schools in high need subject areas for the 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016 school years. Provider will develop and implement an intensive recruitment and pre-service training. TNTP will screen new teachers for potential and effectiveness at the end of pre-service training. In addition, Provider will establish the Illinois Practitioner Teacher Program, modeled on The New Teacher Projects' nationally recognized programs existing in several states, to certify up to 150 Chicago Teaching Fellows annually in high need subject areas. TNTP will not retain Fellows who have been denied certification by the program.

DELIVERABLES:

The New Teacher Project will deliver the following services for each academic year relating to Alternative Certification Programs: 1) manage the website for the Chicago Teaching Fellows Program which includes overseeing the online application processes, provide various reporting function applications and ensuring accountability of submitted applications; 2) provide recruitment and applicant evaluation and selection for up to 150 Chicago Teaching Fellows in high need subject areas; 3) provide a pre-service teacher training institute and hiring assistance for participants; 4) provide an on-site management team to oversee recruitment efforts and teacher support efforts; 5) establish the Illinois Practitioner Teacher Program; 6) train Chicago Teaching Fellows using The New Teacher Projects Teaching for Student Achievement and Teaching for Results curriculum; 7) ensure only Fellows who can demonstrate effectiveness receive teacher certification; and 8) partner with the CPS Office of Human Capital to ensure that program is tailored to meet the needs of CPS.

OUTCOMES:

For the Chicago Teaching Fellows Program, Provider's services will result in the following: 1) An up-to-date Chicago Teaching Fellows website that provides accurate program information and application process; 2) An increased number of Fellows teaching in high need subject areas using TNTP's competency model; 3) Illinois State Board of Education approval to establish the Illinois Teacher Practitioner Program and provide teacher certification coursework to Chicago Teaching Fellows; and, 4) A Fellows program tailored to meet the needs of CPS.

COMPENSATION:

Provider shall be paid upon invoicing after services have been satisfactorily performed; total cost to the Board not to exceed \$2,775,776.00. Invoices will be broken out by line for each expense billed and by high need subject area cohort. The average cost per Fellow (including certification) over the five year i3 grant period is \$4,270. CPS costs for the period will be funded from Title II. (See breakdown in financials section). The balance of the costs will be paid by Provider using i3 grant funds and participant tuition.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Human Capital: \$2,775,776.00

FY11: \$223,970.00 FY12: \$227,028.00 FY13: \$438,753.00 FY14: \$838,810.00 FY15: \$1,047,215.00

Budget Classification FY11

2007 TTT Grant 11010-353-54105-221312-582040-2011 \$98,836.00 2009 TTT Grant 11010-353-54125-221312-582041-2011 \$70,944.00 Title II Funds 11010-353-54125-221312-494033-2011 \$54,190.00

Budget Classification FY12:

2009 TTT Grant 11010-353-54125-221312-582041-2012 \$78,491.00 Title II Funds 11010-353-54125-221312-494033-2012 \$148,537.00

Budget Classification FY13:

2009 TTT Grant 11010-353-54125-221312-582041-2013 \$78,215.00 Title II Funds 11010-353-54125-221312-494033-2013 \$360,538.00

Budget Classification FY14: Title II Funds 11010-353-54125-221312-494033-2014 \$838.810.00

Budget Classification FY15
Title II Funds 11010-353-54125-221312-494033-2015 \$1,047,215.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

10-1117-PR25

RATIFY EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH YOUTH ADVOCATE PROGRAMS, INC. FOR YOUTH ADVOCACY SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify exercising the first option to renew the agreement with Youth Advocate Programs, Inc. ("YAP") to provide youth advocacy services to designated CPS students at a cost for the option period not to exceed \$6,967,866.82 in the aggregate. A written document exercising this option is currently being negotiated. No payment shall be made to YAP during the option period prior to the execution of the written renewal 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.

VENDOR:

1) Vendor # 10619
YOUTH ADVOCATE PROGRAMS, INC
2007 NORTH 3RD STREET
HARRISBURG, PA 17102
Minette Bauer
717-232-7580

USER:

Office of School Safety and Security 125 S Clark St - 1st Floor Chicago, IL 60603

Contact: Mike Shields Phone: 773-553-1523

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0923-PR26, as amended by Board Report 10-0224-PR14) in the amount of \$5,000,000 is for a term commencing January 1, 2010 and ending September 30, 2010, with the Board having 2 options to renew for a period of 12 months each at a cost to be determined at the time the option is exercised. The original agreement was awarded on a non-competitive basis.

OPTION PERIOD:

The term of this agreement is being extended for one year commencing October 1, 2010 and ending September 30, 2011.

OPTION PERIODS REMAINING:

There is one option remaining for a period of 12 months.

SCOPE OF SERVICES

As part of the Board's larger initiative to reduce the violence that CPS students are exposed to, during this option period YAP will recruit and provide a stable cadre of qualified Youth Advocates for approximately 330 CPS high school students who have been identified by CPS as having the greatest risk of becoming victims of violence within the next two years. No student may participate in the YAP Program without parental or guardian consent. Youth Advocates will undergo professional training and will be assigned to not more than four students each. The services that the Youth Advocates will provide to their assigned students will be designed to improve student attendance, decrease student behavioral violations, assist in improving each student's academic performance, and limit the factors that contribute to these students' increased risk of becoming victims of violence.

As specified in the renewal agreement, YAP and the Youth Advocates shall among other things, continue to do the following:

- 1. Analyze the areas in which the 330 selected students reside and ensure that each student has a qualified youth advocate hired from within the student's home community. The ratio of Youth Advocate students shall not exceed 4:1.
- 2. Ensure that each Youth Advocate has satisfied the CPS and statutory requirements for individuals having access to students. These include background checks and TB testing.
- 3. Provide training to each Youth Advocate as part of YAP's training partnership with Rutgers University
- 4. Develop an Individualized Service Plan ("ISP") for each student as described in the renewal document.
- 5. Meet with each student at least 16 hours each week.
- Meet with each student's parents or legal guardians to discuss the program and that student's specific needs.
- 7. Meet with each student's school principal and other school officials on a weekly basis.
- 8. Intervene on behalf of their students with social service agencies, law enforcement agencies, and juvenile justice system, as needed.
- 9. Meet with Central Office administrators as requested.
- 10. Assist students in obtaining and keeping regular, part-time employment by: (a) identifying employment opportunities using the YAP Supported Work Program and other resources; (b) providing job hunting assistance and job training for students based upon their Individualized Service Plans; and (c) providing support to help each employed student retain their job.
- 11. Monitor each student's school attendance and assist the school in improving that attendance.
- 12. Monitor each student's in-school behavior and work with the school to reduce the need for disciplinary action.
- 13. Monitor each student's academic performance and help students improve that performance.

DELIVERABLES:

YAP will continue to provide the following:

- 1. Reports on each student's performance, including the specific information requested by the CPS program manager. Such information includes, but is not limited to: the amount and nature of Youth Advocate engagement, school performance (e.g. attendance, grading, discipline and teacher or principal comments), and current information regarding the student's employment and their family situation.
- 2. Status reports regarding the Youth Advocate recruitment process.
- 3. A final report that includes information specified in the agreement.

OUTCOMES

YAP's services will result in reducing the risk factors for violence for each of these students. School attendance, academic and social performance and job performance will be measured regularly to determine student progress. YAP will adhere to guidelines set forth by Performance Management process to ensure proper monitoring and accountability.

COMPENSATION:

YAP shall be paid during this option period as specified in the renewal agreement; total not to exceed the sum of \$6,967,866.82 in the aggregate which amount includes the cost of services and approved reimbursables, if any.

REIMBURSABLE EXPENSES: The approval and payment of reimbursable expenditures will be as described in the written renewal document.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MWBE provisions of the Program do not apply to transactions where the Vendor providing services operates as a Not-for-Profit organization. However the organization will comply with reporting the number of (FTE) jobs created / retained with the ARRA funding utilized on this contract.

LSC REVIEW

Local School Council approval is not applicable to this report

FINANCIAL

ARRA Funds: \$5,788,125.68 Non-ARRA Funds: \$1,179,741.14

10615-331-54125-211001-430105-Fy11	\$5,788,125.68
10610-115-54125-211001-000149-Fy10	\$225,205.14
10615-115-54125-211001-000000-Fy11	\$954,536.00

CFDA#: 84.389

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).

10-1117-PR26

AMEND BOARD REPORT 09-0527-PR25 AMEND BOARD REPORT 08-0827-PR22 AMEND BOARD REPORT 07-1114-PR15

APPROVE ENTERING INTO AN AGREEMENT WITH EDUCATIONAL DEVELOPMENT CENTER, INC. FOR DEVELOPMENT OF SUPPORT FOR MATH INSTRUCTION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Educational Development Center, Inc. ("the Consultant") to provide professional services to the Office of the Chief Executive Officer in order to create a more robust set of instructional materials and supports for Chicago Public schools at a total cost not to exceed \$5,000,000.00. Consultant was selected on a competitive basis pursuant to Board Rule 5-4.1 pursuant to a duly advertised Request for Proposal (Specification No. 07-250046). A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This August 2008 amendment is necessary to correct the start date of the agreement.

This May 2009 amended Board Report is necessary to update the budget and unit classifications; and approve the executing an amendment to the agreement that (1) incorporates a Scope of Services for the school year 2009-2010, and (2) adds to the deliverables support for the 9th grade Algebra course being conducted in participating 8th grade classrooms. A written amendment to the agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 120 days of the date of this amended Board Report. Information pertinent to this amendment is stated below.

This November 2010 amended Board Report is necessary to update the budget and unit classifications and incorporate a Scope of Services for the school year 2010-2011. A written amendment to the agreement is currently being negotiated. 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. Information pertinent to this amendment is stated below.

Specification Number:

07-250046

VENDOR:

1) Vendor # 24529 EDUCATION DEVELOPMENT CENTER. 55 CHAPEL STREET NEWTON, MA 02458 Gienn Natali 617-969-7100

USER:

Citywide - Office of Mathematics 1326 West 14th Place, Room 102A Chicago, IL 60608

Contact :

Katherine Volk

Phone:

773-553-1186

TERM:

The term of the agreement shall commence on February 1, 2008, and shall end on June 30, 2011. The Board shall have 2 options to renew the agreement, each for a period of one-year, the cost of which will be determined at the time of renewal.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate the agreement with thirty (30) days written notice.

SCOPE OF SERVICES:

The Consultant shall provide services to the Board to implement Development of Support for Math Instruction Services. The consulting services will focus on building capacity for powerful classroom instruction in our low-performing high schools. The strategy places teacher improvement at the center and builds a hollstic "Instructional Development System" (IDS) that is focused on specific course tools and facilitated by expert, flexible coaching.

The goal of the specific course tools is to give math teachers the concrete structure and materials they need in order to put most of their energy into working effectively with students, and to enable teams of teachers working on the same course plan to do concrete and effective lesson study together. This additional math IDS provides a rigorous mathematical curriculum which is less technologically intense than the two existing math curricula. Adding such a curricula completes a set of choices from which schools can choose and is consistent with district goals to include 8th grade algebra offerings within the IDS system. The goal of facilitation by expert and flexible coaches is to enable a highly targeted teacher development process that responds to needs in specific classroom situations and recognizes the localized human development aspects of instructional improvement. At a school leadership level, the overarching support mechanism that an IDS provides will carefully integrate with department chairs, administrators and principals so that their capabilities and interactions strengthen and the balance of external support at the school can decrease over a three to five year period.

To build and implement this system within the existing IDS network quickly and expertly, the Consultant will partner with previously contracted and ongoing 3rd party help. The above named Consultant will provide services for IDS Development and Implementation in Mathematics as indicated above. The Consultant will be responsible for the development and implementation of the IDS approaches and networks for Mathematics.

DELIVERABLES:

The Consultant will provide services to build IDS support for 9th, 10th, and 11th grade courses in Mathematics as well as for 8th grade algebra. The Consultant will build and offer schools support options that adhere to common three-year learning standards, but differ meaningfully from the instructional approach and design of the existing Math IDSs. The goal is to enable schools to make a reasonably flexible choice of approaches to math their local school vision and focus.

Anticipated Ramp-up Schedule for 3rd Math IDSFirst Wave (20 Schools)

2008-09 - 9th Grade 2009-10- 9th and 10th grade 2010-11- 9th, 10th, 11th grade Second Wave (15 Schools)

2008-09 - n/a

2009-10-9th grade Algebra

2010-11-9th grade Algebra

Third Wave (15 Schools)

2008-09 - n/a 2009-10- n/a

2010-11-9th grade Algebra

The Consultant will provide services to deliver IDS support to schools selecting their approach, according to the IDS implementation ramp above.

The Consultant's services and associated materials will be available for implementation in approximately 20 schools in 2008-09, 35 schools in 2009-10, and 50 schools in 2010-11 following the grade ramp detailed above. Coaching, professional development, and networking opportunities will also be provided to create relevant and differentiated teacher support. Moreover, course-relevant assessments embedded in each IDS will also be provided. All these outcomes will be coordinated by both a previously contracted assessment consultant and the CPS administration to ensure short-term implementation success and long-term sustainability and improvement.

The Consultant's services will result in an overall system of tightly managed and steadily strengthening networks of teachers who are developing their abilities and sharing their practice via the common tools and support of the IDS that serves their subject area.

COMPENSATION:

The Consultant shall be paid based upon deliverables as stated in the agreement for its role in the development of support for math instruction services, as well as a variable price based on the number of schools opting into Consultant's approach. The total compensation payable to the Consultant shall not exceed \$5,000,000.00 in the aggregate.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the Deputy Officer of Teaching and Learning Chief Education Officer to execute all ancillary documents required to administer or effectuate the agreement, and the compensation to be paid to Consultant during the renewal term.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Contract Participation in Goods and Services contracts, M/W8E provisions do not apply to those firms who operate as a not-for-profit organizations. This consultant is exempt as a non-profit entity.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

The total cost of the new math IDS will be funded through various grants. CPS expects to fund a significant portion of the one-time and transition costs of implementing the instructional supports through outside funding

Budget Classification # Various Units; Fiscal Years: 11325-332-54105-221243-430067 11325 13732-225-54105-221243-000703 2007-08 11325 <u>13732</u>-115-54105-221243 2008-09 1325 <u>13732-</u>124-54105-221243-000937 2009-10 13732-332-54105-221034-43007 2010-11

13715-332-54105-221034-430112 2010-11 (Title One Funds)

Sum: \$5,000,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-1117-PR1 through 10-1117-PR15, and 10-1117-PR17 through 10-1117-PR26, with the noted abstention would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-1117-PR1 through 10-1117-PR15, and 10-1117-PR17 through 10-1117-PR26 adopted.

10-1117-EX4

AMEND BOARD REPORT 10-0728-EX2 REPORT OF THE CHIEF EXECUTIVE OFFICER ON CLASS SIZE LEVELS FOR 2010-2011 SCHOOL YEAR

On June 15, 2010 the Board of Education amended the Board Policy Regarding Class Size and delegated to the Chief Executive Officer to increase class sizes to up to 35 students per class in the event that labor contract modifications were not achieved and/or the Board does not withhold contractual wage or salary increases sufficient to enable the Board to balance its budget for the 2010-11 or 2011-2012 school years. The Board of Education did not to withhold contractual wage increases in Board Resolution 10-0615-PO1 and, to date, no contract modifications have been made with labor organizations.

Additionally, pursuant to Section VI of the Policy, the Board of Education has delegated to the Chief Executive Officer and the Chief Financial Officer the authority to deviate from the policy where circumstances in their judgment require a deviation.

Pursuant to the delegations of authority contained in the Policy Regarding Class Size,

THE CHIEF EXECUTIVE OFFICER REPORTS THAT:

- (1) The Chief Executive Officer made the following decision with respect to class sizes for the School Year 2010-2011 after taking in to account the enactment of Public Acte 96 0956, 96 0968; and 96-0659 and the Illinois State Board of Education's decision to restore an estimated \$57 million in mandated categorical funding to the Chicago Public Schools for fiscal year 2011
 - a. to maintain class sizes in the elementary schools at the levels contained in Section I of the Policy Regarding Class Size; and,
 - b. to maintain class sizes in the high schools at the levels contained in Section II of the Policy Regarding Class Size, increase class sizes to 33 students at high schools at all levels (essential, basic, remedial, honors, advanced placement or any combination thereof) and in all High School subjects (including but not limited to English, Mathematics, Fereign Language, Business, General Science, Science Laboratory etc.)
- (2) The Chief Executive Officer is will continueing to engage the labor organizations that represent Board of Education employees in talks to mitigate the adverse impact of fixed labor costs on the financial condition of the Board of Education for contract medications modifications and reserves the right to make further changes to class size for the school year 2010-11 as the circumstances warrant.

10-1117-EX5

CHIEF EXECUTIVE OFFICER'S REPORT ON POSTING AND PRESENTATION OF CERTIFIED ADMINISTRATORS' SALARY AND COMPENSATION REPORT

The Chief Executive Officer reports the following action:

Description:

The Illinois School Code, 105 ILCS 5/34-18.37 states:

Each school district shall post on its Internet website an itemized salary compensation report for every employee in the district holding an administrative certificate and working

in that capacity, including the general superintendent of schools. The salary compensation report shall include without limitation base salary, bonuses, pension contributions, retirement increases, the cost of health insurance, the cost of life insurance, paid sick and vacation days payouts, annuities, and any other form of compensation or income paid on behalf of the employee. The report shall be presented at regular Board meetings subject to applicable notice requirements.

The Human Capital Department has complied the Certified Administrators' Salary report for presentation to the Board and for posting on the Board's website a true and correct copy of which is attached hereto The Certified Administrators' Salary Report shall be posted on the Board's website effective December 1, 2010.

TOTAL		2122	214	\$153,159.12	\$153,150,12	\$137,887.68	\$145,186.04	\$183,492,90	\$208,020,35	\$113,800 66	\$127 489.10	\$173,940.45	\$145.273.00	\$122 CT E	K117 897 68	2	21.00 (24.0)	3		21,48 617 63	7						2 27 /2 C		2137.007.00	214.1914	\$149,296 Ye	2127.481	31201422	\$158,617.02	\$147 653 87	\$150,150,12	\$151 727 05	\$134 553 0B	81212128	513314822	\$147,808.85	\$156 617 02	\$126,346 62	\$147 696 85	S: 24 M3 59	\$147 853 87	2 2 2 2 2	2 X X X	200		2000	8	5120 613 22	2 10 X 8 X	\$140,331.65	\$135 543 88	\$147 885 53	2002	200			2000			1	\$164 ES1 B7	\$164.63 · 67	214212	R 14 1013	217.45.8	2020
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ADMINESTRATORS SALARY AND COMPENSATION REPORT AS OF NOVEMBER 1, 2010

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ZERTIFIED ADMINISTRATORS SALARY AND COMPENSATION REPORT AS OF NOVEMBER 1, 2018

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10-1117-OP2

APPROVE ENTERING INTO A LICENSE AGREEMENT WITH ILLINOIS COLLEGE OF OPTOMETRY TO OPERATE A VISION CLINIC

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a license agreement with the Illinois College of Optometry (Provider) allowing it to build out space, at a school to be determined, to be used for a vision clinic; and allowing Provider to operate the completed space as a vision center. A written license agreement for such use is currently being negotiated. Possession of the space shall not be allowed until the written license agreement is fully executed. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

LICENSEE: Illinois College of Optometry

3241 South Michigan Avenue

Chicago, IL 60616 Vendor Number: 21122

PREMISES: TBD

USER DEPARTMENT: Office of Special Education and Supports

125 South Clark Street Chicago, Illinois 60603 Contact: Kenneth G. Papineau Phone Number: 773-553-1830

TERM: The term of this license agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. This agreement shall have three (3) options to renew for periods of two (2) years each. Each option period shall be at no cost to the board

EARLY TERMINATION RIGHT: The Board shall have the right to terminate the agreement with six (6) months notice.

USE: Providers shall use the site for the sole purpose of operating a vision clinic, at no cost to the Board or students, which provides comprehensive and a varied array of vision services including some or all of the following: 1) full scope primary care eye examinations including refraction; 2) assessment of visual skills at distance and near; 3) eye health evaluation; 4) diagnosis and treatment of eye health and visual function issues; 5) eyeglass selection; 6) eye glass manufacturing; and 7) processing and delivery. All services shall be offered to all students regardless of income, insurance or health status.

LICENSE FEE: The site will be provided to licensee free of charge.

OPERATION & MAINTENANCE:

Responsibilities of Provider:

- 1. Provide evidence of proper licensing to provide vision services;
- 2. Be solely responsible and liable for all vision services rendered at the vision clinic.
- 3. Provide annual maintenance and repair for all equipment utilized by the provider,
- 4. Provide for the removal of any and all hazardous waste materials, and
- Maintain adequate insurance for the operation of the vision clinic and the rendering of the vision services.

Responsibilities of the Board:

- 1. Provide the space at no cost to the provider, including utilities;
- Provide custodial and maintenance services in accordance with Board standards, excluding the removal of medical and hazardous waste materials; and
- Through its normal channels of communication, facilitate the scheduling and transportation of students to receive vision services.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written license agreement. Authorize the President and Secretary to execute the license agreement Authorize Chief Officer of Special Education and Supports to execute all ancillary documents required to administer or effectuate this license agreement.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: No direct cost for services provided to the Board

GENERAL CONDITIONS:

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

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

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

Ethics – The Board's Ethics Code adopted 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).

10-1117-AR1

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- Extend the rescission dates contained in the following Board Reports to January 26, 2011 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. 09-0722-OP3: Approve Entering into a Master Intergovernmental License Agreement with Chicago Park District for Use of Facilities.

User Ğroup: Office of Real Estate Services: License Agreement Status: In negotiations

2. 09-1123-EX10: Amend Board Report 09-0923-EX3: Amend Board Report 09-0527-EX5: Amend Board Report 08-1217-EX3: Amend Board Report 08-0723-EX12: Amend Board Report 08-0423-EX8: Amend Board Report 07-1024-EX3: Amend Board Report 06-1220-EX3: Amend Board Report 06-222-EX14: Approve the Renewal of the Charter School Agreement with L.E.A.R.N. Charter School.

User Group: Office of New Schools

Services: Charter School Status: In negotiations

3. 09-1123-EX11: Approve the Granting of a Charter and Entering into a Charter School Agreement with Academy for Global Citizenship, an Illinois Not-For-Profit Corporation.

User Group: Office of New Schools

Services: Charter School Status: In negotiations

4. 10-0127-OP1: Amend Board Report 08-0625-OP8: Approve Entering into an Intergovernmental Agreement with the Chicago Park District for the Lease of Land and the Use of Certain Athletic Facilities to be Constructed as Part of the New Lee/Pasteur Area School.

User Group: Chief Operating Officer

Services: Lease Agreement Status: In negotiations

5. 10-0324-OP1: Approve Entering into an Intergovernmental Agreement with the City of Chicago Regarding the Shared Cost Sidewalk Program.

User Group: Department of Facilities Services: Intergovernmental Agreement

Status: In negotiations

10-0428-PR6: Approve Entering into an Agreement with at and T for Global Positioning Satellite ("GPS") Data Transmission Services.

User Group: Student Transportation Services: Data Transmission Services

Status: In negotiations

7. 10-0428-PR11: Approve Exercising the First Option to Renew Pre-Qualification Status and Entering into Agreements with Contractors to Provide Demolition and Site Preparation Services for the Board of Education.

User Group: Facility Operations and Maintenance

Services: Demolition and Site Preparation Services

Additional Action: This matter was inadvertently omitted from the October 27, 2010 Rescission Board Report and is ratified to take effect as of that date, thereby extending the rescission date to December 15, 2010.

8. 10-0428-PR32: Approve Entering into an Agreement with Caremark PCS Health LLC for

Consulting, Pharmacy Benefits Management and Other Services

User Group: Office of Human Capital Services: Pharmacy Benefits Management

Status: In negotiations

Additional Action: This matter was inadvertently omitted from the October 27, 2010 Rescission Board Report and is ratified to take effect as of that date, thereby extending the rescission date to December 15, 2010.

 10-0428-PR39: Approve Entering into an Agreement with Various Vendors for Consulting Services

User Group: Citywide - Office of Teaching & Learning

Services: Consulting Services

Status: 3 of 4 agreements have been fully executed; remaining agreement is in negotiations.

10. 10-0428-PR40: Approve Entering into Agreements with Various Vendors for the Purchase of Response Intervention Services (RTI).

User Group: Office of Teaching & Learning

Services: Purchase of Response Intervention Services

Status: 10 of 15 agreements have been fully executed; remaining agreements are in negotiations

11. 10-0526-ED2: Approve Entering into Agreements with Various Providers for High Quality Early Childhood Services.

User Group: Office of Early Childhood Education

Services: Early Childhood Services

Status: In negotiations

12. 10-0623-OP1: Amend Board Report 09-0325-OP3: Approve Entering into a Lease Agreement with the Chicago Park District for Lease of Land Located at the Southeast Corner of Laffin and Monroe Streets.

User Group: Office of Real Estate Services: Lease Agreement Status: In negotiations

13. 10-0623-PR3: Approve the Pre-Qualification Status of and Entering into Agreements with Vendors to Provide Yearbook Printing Services.

User Group: Office of Contracts and Procurement

Services: Printing Services Status: In negotiations

14. 10-0623-PR7: Approve Exercising the Second Option to Renew the Agreement with Johnson Research Group for Consulting Services Related to the Modern Schools Across Chicago Program and other TIF Projects.

User Group: Facility Operations and Maintenance

Services: Consulting Services Status: In negotiations

15. 10-0623-PR15: Approve Exercising a Two-Year Option to Renew the Agreement with Relational Technology Services DBA Relational Technology Solutions (RTS) For Application Maintenance and Programming Support Services.

User Group: Information & Technology Services

Services: Maintenance and Programming Support Services

Status: In negotiations

16. 10-0623-PR22: Approve Entering into an Agreement with Educational Testing Service for the Purchase of Test Materials and Related Services.

User Group: Assignment Design Services: Purchase of Test Materials

Status: In negotiations

17. 10-0623-PR34: Approve Exercising the First Option to Renew the Software License or Subscription and Services Agreements with Northwest Evaluation Association and Scantron Corporation.

User Group: Office of Performance

Services: Software License Subscription and Services

Status: In negotiations

18. 10-0623-PR36: Approve Entering into Agreements with Various Consultants to Provide School and Area Performance Management Services.

User Group: Office of Performance

Services: Performance Management Services

Status: In negotiations

19. 10-0623-PR39: Approve Entering into Agreements with Various Organizations to Provide Student Mentorship and Advocacy Services.

User Group: Office of School Safety and Security Services: Student Mentorship and Advocacy Services

Status: In negotiations

20. 10-0623-PR43: Approve Exercising the First Option to Renew the Agreement with Relegent LLC for the Purchase of a District Site License and Professional Development Training for Health

Education Curriculum.

User Group: Citywide Special Education Resource

Services: Professional Development Training for Health Education Curriculum

Status: In negotiations

21. 10-0623-PR48: Ratify and Amend Master Services and License Agreement with KC Distance

Learning, Inc. D/B/A Aventa Learning. User Group: Graduation Pathways Services: License Agreement Status: In negotiations

22. 10-0623-PR49: Approve Exercising the Final Option to Renew Agreements with Various

Consultants for Development and Support for Instruction Services

User Group: Office of Teaching & Learning Services: Instruction Services

Status: In negotiations

23. 10-0825-PR2: Approve Exercising the Final Option to Renew the Agreement with Staples Business Advantage, A Division of Staples Contract and Commercial, Inc. For The Purchase of Remanufactured Inkjet and Laser Toner Cartridges and Compatible Inkjet and Laser Toner Cartridges.

User Group: Office of Contracts and Procurement

Services: Purchase of Toner Cartridges

Status: In negotiations

24. 10-0825-PR4: Approve Exercising the Second Option to Renew the Agreement with Johnson Research Group for Consulting Services Related to the Modern Schools Across Chicago Program and Other TIF Projects.

User Group: Facility Operations & Maintenance

Services: Consulting Services Status: In negotiations

25. 10-0825-PR5: Approve the Renewal Agreement with Ruder Truck Rental, Inc. D/B/A Ryder

Transportation Services to Provide Vehicle Leasing User Group: Citywide School Transportation Services: Vehicle Leasing Transportation Services

Status: In negotiations

26. 10-0825-PR8: Approve Entering into Agreements with Various Vendors for the Purchase of Additional Learning Opportunities Services.

User Group: Chief Education Office

Services: Software License Agreements for online educational products and related services

Status: In negotiations

27. 10-0825-PR12: Amend Board Report 10-0526-PR17: Amend Board Report 09-1216-PR25. Approve Exercising the Option to Renew a Software License Agreement with Cityspan, Inc.

User Group: Office of Extended Learning Opportunities

Services: Software License Agreement

Status: In negotiations

28. 10-0825-PR14: Amend Board Report 10-0623-PR37: Approve Entering into Agreements with Various Vendors to Provide School Community Watch Services for Designated Neighborhoods

User Group: Office of School Safety and Security

Services: Community Watch Services

Status: In negotiations

29. 10-0825-PR19: Ratify Exercising the First Option to Renew Entering into Agreements with Various Private Cluster Schools to Provide Cluster Program Services.

User Group: Citywide Special Education & Supports

Services: Cluster Program Services

Status: In negotiations

- II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:
 - 1. 09-1216-PR10: Amend Board Report 08-0625-PR4: Approve Entering into Agreements with Various Vendors and Leasing Agents for the Purchase and Lease of Desktop and Laptop Computers and Associated Services.

User Group: All schools and Areas

Services: Purchase and Lease of Desktop and Laptop Computers

Additional Action: Rescind Board Report in part as to IBM Global Finance for failure to enter into written lease agreements with the Board.

2. 10-0825-PR15: Approve Entering Into Agreements with Various Vendors to Provide School Community Watch Services Phase II for Designated Neighborhoods
User Group: Office of Safety and Security
Services: Community Watch Services
Additional Action: Rescind Board authority in part as to the following vendors for failure to enter into written agreements with the Board: The Black Star Project (#2); Leave No Veteran Behind (#8); and, Prologue, Inc (#10).

President Richardson-Lowry thereupon declared Board Reports 10-1117-EX4, 10-1117-EX5, 10-1117-OP2 and 10-1117-AR1 accepted.

OMNIBUS

At the Regular Board Meeting of November 17, 2010 the foregoing motions, reports and other actions set forth from number 10-1117-MO1 through 10-1117-AR3 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

President Richardson-Lowry abstained on Board Reports 10-1117-OP1 and 10-1117-PR6.

Board Reports 10-1117-EX2 and 10-1117-PR16 were withdrawn.

ADJOURNMENT

President Richardson-Lowry moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Richardson-Lowry thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of November 17, 2010 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

Estela G. Beltran Secretary

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