



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

**Regular Meeting-Wednesday, October 26, 2016
10:30 A.M.
(42 West Madison Street)**

Published by the Authority of the Chicago Board of Education

**Frank M. Clark
President**

**Estela G. Beltran
Secretary**

ATTEST:


Secretary of the Board of Education
of the City of Chicago

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

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

***NOTE:** Board Member Dr. Hines was not present when roll called and joined the meeting at approximately 12:20 pm.

ABSENT: Fr. Garanzini - 1

ALSO PRESENT: Mr. Forrest Claypool, Chief Executive Officer, Mr. Ronald Marmer, General Counsel, Dr. Janice Jackson, Chief Education Officer, Ms. LaTanya McDade, Chief Teaching and Learning Officer, and Dariana Walker, Honorary Student Board Member.

ABSENT: None

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

President Clark thereupon opened the floor to the CEO report segment of the Board meeting. Mr. Forrest Claypool, Chief Executive Officer, provided remarks on reaching a tentative agreement with the Chicago Teachers Union; amending the FY17 Budget; announcements of upcoming budget hearings in November; and expansion of the sports program in elementary schools. Dr. Janice Jackson, Chief Education Officer, provided remarks on principal appreciation month. Mr. Randy Ernst, Executive Director of Sports Administration, and Mr. Mickey Pruitt, Deputy Executive Director of Sports Administration, provided a presentation on the Elementary Sports Program [16-1026-RS3].

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

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

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

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

Board Member Dr. Hines presented the following Motion:

16-1026-MO1

MOTION TO HOLD A CLOSED SESSION

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

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

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

Board Member Ward moved to adopt Motion 16-1026-MO1.

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

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

Nays: None

President Clark thereupon declared Motion 16-1026-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 October 26, 2016, beginning at 1:06 p.m. at the CPS Loop Office, 42 W. Madison Street, Garden Level, Conference Room GC-116, and Chicago Illinois 60602.**
- (2) **PRESENT: Mr. Furlong, Ms. Jordan Turner, Mr. Guzman, Dr. Hines, Ms. Ward, and President Clark – 6**
- (3) **ABSENT: Fr. Garanzini - 1**
 - A. Counsel Retention**
 - B. Other Reports**
 - C. Warning Resolutions**
 - D. Terminations**
 - E. Personnel**
 - F. Collective Bargaining**
 - G. Real Estate**
 - H. Security**
 - I. Closed Session Minutes**
 - J. Individual Student Matters**

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

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

Members absent after Closed Session: Fr. Garanzini - 1

President Clark thereupon proceeded with Agenda Items.

16-1026-AR6

**AUTHORIZE RETENTION OF THE LAW FIRM
ENGLER CALLAWAY BAASTEN & SRAGA, LLC.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize retention of the law firm Engler Callaway Baasten & Sraga, LLC.

DESCRIPTION: The General Counsel requests authority to retain the law firm Engler Callaway Baasten & Sraga, LLC to advise and represent the Board on school law issues and such other legal matters as determined by the General Counsel. Authorization is requested for the firm's services for \$100,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$100,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2017..... 10210-115-54125-231101-000000

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-AR7

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

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

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

DESCRIPTION: The General Counsel requests authority to retain the law firm Leahy, Eisenberg & Fraenkel, Ltd. for representation in workers' compensation claims and such other legal matters as determined by the General Counsel. Authorization is requested for the firm's services for \$250,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$250,000.00 to Talent Office – Professional Services:
Budget Classification Fiscal Year 2017.....12470-115-54125-231602-000000

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-AR8

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
BROTHERS & THOMPSON, P.C.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Brothers & Thompson, P.C.

DESCRIPTION: The General Counsel has continued retention of the law firm Brothers & Thompson, P.C. to represent a former Board agent in the matter of Henson v. CBOE, et al, Case No. 15 C 10056, to represent the Board in property tax appeals matters, in tenured teacher dismissal cases, and to provide counseling and representation in other matters as determined by the General Counsel. Additional authorization is requested in the amount of \$75,000 for the firm's services. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: This firm is a MBE.

FINANCIAL: Charge \$75,000.00 to Law Department - Legal and Supportive Services – Professional Services:
Budget Classification Fiscal Year 2017.....10210-115-54125-231101-000000

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-AR9

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
PUGH JONES JOHNSON & QUANDT, P.C.**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Pugh Jones Johnson & Quandt, P.C.

DESCRIPTION: The General Counsel has continued retention of the law firm Pugh Jones Johnson & Quandt, P.C. The firm will represent the Board in *Pat Quinn, et al. v. Board of Education*, provide legal services to the Board and the CEO in the preparation of tax filings and provision of related services associated with computer and copier leasing, and such other legal matters as determined by the General Counsel. Additional authorization for the firm's services is requested in the amount of \$175,000. As invoices are received, they will be reviewed by the General Counsel and if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: This firm is a MBE.

FINANCIAL: Charge \$175,000.00 to Law Department- Legal and Supportive Service – Professional Services:
Budget Classification Fiscal Year 2017..... 10210-115-54125-231101-000000

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-AR10

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM
QUINTAIROS, PRIETO, WOOD & BOYER**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continue retention of the law firm Quintairos, Prieto, Wood & Boyer.

DESCRIPTION: The General Counsel has continued retention of the law firm Quintairos, Prieto, Wood & Boyer to represent the Board and its agents relating to legal matters including *Blaylock, et al. v. Board, et al.*, Case No. 15 L 011182, and other matters as determined by the General Counsel. Additional authorization is requested in the amount of \$250,000 for the firm's services to represent the Board in workers' compensation matters. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: The firm is a MBE.

FINANCIAL: Charge \$250,000.00 to Talent Office - Professional Services:
Budget Classification Fiscal Year 2017.....12470-115-54125-231602-000000

GENERAL CONDITIONS:

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

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

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

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

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

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

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

Nays: None

President Clark thereupon declared Board Reports 16-1026-AR6 through 16-1026-AR10 adopted.

16-1026-AR11

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
GEORGE GOLLIAS - CASE NOS. 04 WC 1563 and 07 WC 14542**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim for George Gollias, Case Nos. 04 WC 1563 and 07 WC 14542 and subject to the approval of the Illinois Workers' Compensation Commission, in the amount of **\$350,000.00**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2017.....\$350,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-AR12

**PERSONAL INJURY - AUTHORIZE PAYMENT OF SETTLEMENT FOR
ESTEFANY SALCEDO - CASE NO. 14 L 003470**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the personal injury suit of Estefany Salcedo v. Board of Education of the City of Chicago, et al., Case No. 14 L 003470 for **\$100,000.00**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Litigated Tort Claims: Account #12460-210-54530-231112-000000 FY 2017.....
..... \$100,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-AR13

APPROVE PAYMENT OF PROPOSED SETTLEMENT REGARDING ETHAN C.

THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:

DESCRIPTION: Subject to Board approval, the Board and minor Ethan C.'s parents (Merari C. and Victor C.), individually and as next friend of Ethan C. have reached a settlement, disposing of all Ethan C.'s and his parents' claims for attorneys' fees and costs associated with the underlying special education due process proceeding. The General Counsel recommends approval of the settlement, which includes the payment of one hundred sixteen thousand dollars (\$116,000.00) for all of Ethan C. and his parents' claims for attorneys' fees and costs.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$116,000.00 as described above to the Law Department
Budget Classification Fiscal year 2017.....12470-115-54530-231122-000000

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

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-AR14

**APPROVE SETTLEMENT OF JONES v. BOARD, 2013 L 7003, IL APP. 1-15-3100,
BROUGHT BY FORMER CUSTODIAL WORKER, JOHNNY JONES**

THE GENERAL COUNSEL REPORTS THE FOLLOWING PROPOSED SETTLEMENT:

DESCRIPTION: Johnny Jones filed suit against the Board for retaliation based upon a workers' compensation claim. The parties reached a settlement agreement which requires reinstatement and payment of \$70,000 (\$15,233.00 in pensionable back pay less legally required deductions for the period January 24, 2012 through October 31, 2016; \$15,233.00 in compensatory damages; and \$39,534.00 in attorneys' fees).

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

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

FINANCIAL:

1. Charge a pensionable back pay payment not in excess of \$15,233.00, as described above to 12470-115-51130-119004-000000.
2. Charge \$15,233.00 in compensatory damages.
3. Charge \$39,534.00 in attorney's fees.

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

GENERAL CONDITIONS:

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

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

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

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

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

President Clark indicated that if there are no objections, Board Reports 16-1026-AR11 through 16-1026-AR14 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 16-1026-AR11 through 16-1026-AR14 adopted.

16-1026-AR15

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(MIGUEL E. LARIOS)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective October 3, 2016.

DESCRIPTION:

NAME:	FROM:	TO:
Miguel E. Larios	New Employee	Functional Title: Professional IV External Title: Assistant General Counsel Pay Band: A06 Department of Law Position No. 245047 Flat rate Annual Salary: \$72,000.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

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

16-1026-AR16

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(ASHLEY SEALES)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective September 26, 2016.

DESCRIPTION:

NAME:	FROM:	TO:
Ashley Seales	New Employee	Functional Title: Professional IV External Title: Assistant General Counsel Pay Band: A06 Department of Law Position No. 245051 Flat rate Annual Salary: \$72,000.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

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

16-1026-AR17

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(CHERYL A. WARZYNSKI)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective October 3, 2016

DESCRIPTION:

NAME:	FROM:	TO:
Cheryl A. Warzynski	New Employee	Functional Title: Professional IV External Title: Assistant General Counsel Pay Band: A06 Department of Law Position No. 245030 Flat rate Annual Salary: \$80,000.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

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

President Clark indicated that if there are no objections, Board Reports 16-1026-AR15 through 16-1026-AR17 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 16-1026-AR15 through 16-1026-AR17 adopted.

16-1026-EX5

PRINCIPAL CONTRACT (RENEWAL ALSC)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

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

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

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

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Kathy Farr	Contract Principal Social Justice H.S.	Contract Principal Social Justice H.S. Network: 7 P.N. 126201 Commencing: 10/23/16 Ending: 10/22/20

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

LSC REVIEW: The appointed Local School Council has been advised of the Chief Executive Officer's selection of the named individual as contract principal of Social Justice High School.

AFFIRMATIVE ACTION STATUS: None.

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the 2016-2017 school budget.

16-1026-EX6

TRANSFER AND APPOINT CHIEF POLICY OFFICER EFFECTIVE SEPTEMBER 5, 2016 AND RATIFY ALL LAWFUL ACTIONS TAKEN AS CHIEF POLICY OFFICER SINCE SEPTEMBER 5, 2016 (FRANCIS BILECKI)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

- (1) Transfer and appoint Francis Bilecki to the position of Chief Policy Officer, effective September 5, 2016, at the salary set forth below.
- (2) Ratify, adopt, and assume all lawful acts taken by Francis Bilecki as Chief Policy Officer between 12:00 a.m. September 5, 2016 and the Board's approval of this Board Report.

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Francis Bilecki	External Title: Chief of Public Affairs Functional Title: Chief Position No: 472519 Basic Salary: \$140,000.00 Pay Band: A09	External Title: Chief Policy Officer Functional Title: Officer Position No: 523049 Basic Salary: \$165,000.00 Pay Band: A10 Budget Classification: 10450.115.52100.2330010

FINANCIAL: The expenditure involved in this appointment is not in excess of the regular budget appropriation. The position approved by this action shall be included in the FY17 department budget.

President Clark indicated that if there are no objections, Board Reports 16-1026-EX5 and 16-1026-EX6 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 16-1026-EX5 and 16-1026-EX6 adopted.

16-1026-EX7

**WARNING RESOLUTION – TRISTA HARPER,
PRINCIPAL, MANLEY ACADEMY HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution must be adopted and issued to Trista Harper, Principal, 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 Trista Harper pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

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

**AFFIRMATIVE
ACTION REVIEW:** None.

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

**PERSONNEL
IMPLICATIONS:** None.

16-1026-EX8

**WARNING RESOLUTION – LATANYA JACKSON, TENURED TEACHER,
ASSIGNED TO WACKER 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 Latanya Jackson and that a copy of this Board Report and Warning Resolution be served upon Latanya Jackson.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Latanya 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 Latanya 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. Directives for improvement of this conduct are contained in the Warning Resolution.

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

**AFFIRMATIVE
ACTION REVIEW:** None.

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

**PERSONNEL
IMPLICATIONS:** None.

President Clark indicated that if there are no objections, Board Reports 16-1026-EX7 and 16-1026-EX8 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 16-1026-EX7 and 16-1026-EX8 adopted.

16-1026-RS5

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE
DISMISSAL OF JOSIE BERRY, TENURED TEACHER, ASSIGNED TO JACKIE ROBINSON
ELEMENTARY SCHOOL**

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

WHEREAS, after the conclusion of the dismissal hearing afforded to Josie Berry, the Hearing Officer made written findings of fact and conclusions of law, and recommended the discharge of Ms. Berry; 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 Kohn regarding the dismissal charges preferred against Josie Berry; and

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

WHEREAS, the Board of Education of the City of Chicago accepts the factual findings and conclusions of the hearing officer, and concludes that the record establishes sufficient cause for dismissal of Mrs. Berry.

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

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

Section 2: Josie Berry is hereby dismissed from her employment with the Board of Education of the City of Chicago effective October 26, 2016.

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

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on October 26, 2016.

16-1026-RS6

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

WHEREAS, on October 21, 2016 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Rule 4-1:

Name	School	Effective Date
Ismail Ali	John Greenleaf Whittier Elementary School	October 26, 2016
Nicole Collins	Carrie Jacobs Bond Elementary School	October 26, 2016
Dewoyne Lampkin	Northside College Preparatory High School	October 26, 2016
Ryan Lawrence	James Weldon Johnson Elementary School	October 26, 2016
Eddie Niles	John M Harlan Community Academy High School	October 26, 2016
Daryl Thornton	Charles R Henderson Elementary School	October 26, 2016

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

16-1026-RS7

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

WHEREAS, on October 21, 2016, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84:

Name	School	Effective Date
Roseleen Carney Molnor	Orozco Fine Arts & Sciences Elementary School	October 26, 2016
Matthew Lucchini	Josephine C Locke Elementary School	October 26, 2016

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on October 21, 2016, the Board members and the Office of the Board received the CEO's recommendation to dismiss a Probationary Appointed Teachers pursuant to Board Rule 4-1 and 105 ILCS 5/34-84. His recommendation included the names of the teachers affected and the reasons. He also noted that the teachers affected will be notified of their dismissal after adoption of the Resolution.

President Clark indicated that if there are no objections, Board Reports 16-1026-RS5 through 16-1026-RS7 would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 16-1026-RS5 through 16-1026-RS7 adopted.

Vice President Guzman presented the following Motion:

16-1026-MO2

**MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL
CLOSED SESSION MINUTES FROM SEPTEMBER 28, 2016**

MOTION ADOPTED that the Board adopt the minutes of the closed session meeting of September 28, 2016 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on September 28, 2016 shall be maintained as confidential and not available for public inspection.

Board Member Jordan Turner moved to adopt Motion 16-1026-MO2.

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

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

Nays: None

President Clark thereupon declared Motion 16-1026-MO2 adopted.

Board Member Furlong presented the following Motion:

16-1026-MO3

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETING
OPEN TO THE PUBLIC SEPTEMBER 28, 2016**

MOTION ADOPTED that the record of proceedings of the Regular Board Meeting of September 28, 2016 prepared by the Board Secretary be approved and that such records of proceedings be posted on the Chicago Board of Education website in accordance with Section 2.06(b) of the Open Meetings Act.

Board Member Ward moved to adopt Motion 16-1026-MO3.

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

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

Nays: None

President Clark thereupon declared Motion 16-1026-MO3 adopted.

16-1026-RS1

FINAL

**RESOLUTION PROVIDING FOR THE ISSUE OF ONE OR MORE
SERIES OF CAPITAL IMPROVEMENT BONDS OF
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$840,000,000**

WHEREAS, pursuant to the provisions of Article 34 of the School Code, 105 Illinois Compiled Statutes 5 (the “**School Code**”), the City of Chicago (the “**City**”), having a population exceeding 500,000, constitutes one school district (the “**School District**”), which is a body politic and corporate by the name of the “Board of Education of the City of Chicago” (the “**Board**”); and

WHEREAS, the Board is governed by the seven-member Chicago Board of Education, as successor to the Chicago School Reform Board of Trustees (the “**School Board**”); and

WHEREAS, the School Board has heretofore determined that it is advisable, necessary and in the best interests of the Board and the residents of the School District to construct, acquire and equip school and administrative buildings, site improvements and other real and personal property in and for the School District (the “**Project**”), all in accordance with the estimates of cost, including the Board’s Capital Improvement Program, as heretofore approved and from time to time amended by the Board; and

WHEREAS, for the purpose, among others, of providing funds to pay a portion of the cost of the Project, including legal, financial, bond discount, capitalized interest, printing and publication costs, reserves and other expenses, and in accordance with the provisions of the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350 (the "**Act**"), the School Board, on August 24, 2016, adopted a resolution (the "**2016 Authorization**") authorizing the issuance of alternate bonds, being general obligation bonds (the "**Alternate Bonds**") in an aggregate principal amount not to exceed \$945,000,000 (the "**2016 Authorization Bonds**"); and

WHEREAS, the Alternate Bonds to be issued pursuant to the 2016 Authorization may be payable from various revenue sources including proceeds of all or any portion of a capital improvement tax levied and extended, and to be levied and extended, by the Board pursuant to Section 34-53.5 of the School Code (the "**Capital Improvement Tax**"); and

WHEREAS, pursuant to and in accordance with the Act and the 2016 Authorization, the Board caused to be published on August 26, 2016 in *The Chicago Sun-Times*, a newspaper of general circulation within the School District (the "**Sun-Times**"), a copy of the 2016 Authorization and a notice that the Alternate Bonds are subject to a "*back-door referendum*" under the Act; and

WHEREAS, no petition asking that the issuance of the 2016 Authorization Bonds be submitted to referendum has ever been filed with the Secretary of the Board (the "**Secretary**") and the 2016 Authorization Bonds have been authorized to be issued; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act, 30 Illinois Compiled Statutes 352, the Board called a public hearing (the "**Hearing**") for August 24, 2016, concerning the intent of the Board to sell up to \$945,000,000 of the 2016 Authorization Bonds from time to time in one or more series; and

WHEREAS, notice of the Hearing was given by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Sun-Times* and by posting a copy of the notice at least forty-eight (48) hours before the Hearing at the principal office of the Board; and

WHEREAS, the Hearing was held on August 24, 2016 and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on August 24, 2016; and

WHEREAS, pursuant to the 2016 Authorization, the Board may issue Alternate Bonds (the "**2016 Authorization Bonds**"); and

WHEREAS, the Alternate Bonds to be issued pursuant to this Resolution in accordance with the 2016 Authorization are herein referred to as the "**Alternate Bonds**"; and

WHEREAS, pursuant to Section 34-53.5 of the School Code, the Board is authorized to levy, and for the tax levy years 2015 and 2016 has levied, the Capital Improvement Tax for the funding of certain capital improvements, including capital improvements that are costs of the Project; and

WHEREAS, pursuant to paragraph (f) of Section 34-53.5, the Board may issue bonds, for financing the capital improvement purposes authorized by Section 34-53.5 and such bonds may be issued as "Alternate Bonds" pursuant to Section 15 of the Act or as bonds ("**Dedicated Tax Bonds**") issued pursuant to the Act and payable from any revenues to be collected from the Capital Improvement Tax; and

WHEREAS, the Board desires at this time, pursuant to the School Code and the Act and the 2016 Authorization, to adopt this Resolution providing for the issuance of "Alternate Bonds" for the purpose of paying (i) capital improvements that are costs of the Project, (ii) capitalized interest on such "Alternate Bonds", and (iii) costs of issuance of such "Alternate Bonds", including the cost of bond insurance or other credit enhancement, all on the terms and conditions set forth in this Resolution; and

WHEREAS, the Alternate Bonds and any additional 2016 Authorization Bonds, shall not exceed \$945,000,000 in aggregate principal amount; and

WHEREAS, the Alternate Bonds will be payable from (i) the revenues derived and to be derived by the Board from the imposition of the Capital Improvement Tax in accordance with Section 34-53.5 of the School Code to the extent determined by a Designated Official (as hereinafter defined) at the time of sale of such Alternate Bonds (the "**Pledged Capital Improvement Taxes**") and (ii) the ad valorem taxes levied or to be levied against all of the taxable property in the School District without limitation as to rate or amount pursuant to Section 3 of this Resolution (the "**Pledged Debt Service Taxes**"), for the purpose of providing funds in addition to the Pledged Capital Improvement Taxes to pay the principal of and interest on the Alternate Bonds; and

WHEREAS, the Board also desires at this time, pursuant to Section 34-53.5 of the School Code and the Act, to adopt this Resolution providing for the issuance of Dedicated Tax Bonds, payable from the Pledged Capital Improvement Taxes to the extent determined by a Designated Official, for the purpose of paying (i) capital improvements that are costs of the Project, (ii) capitalized interest on such Dedicated Tax Bonds and (iii) costs of issuance of such Dedicated Tax Bonds, including the costs of bond insurance or other credit enhancement, all on the terms and conditions set forth in the Resolution; and

WHEREAS, the maximum aggregate principal amount of Alternate Bonds and Dedicated Tax Bonds authorized to be issued under this Resolution is \$840,000,000; and

WHEREAS, the Alternate Bonds and the Dedicated Tax Bonds (herein collectively called the "**Bonds**") may be issued from time to time in one or more series (each a "**Series**"); and

WHEREAS, the Bonds of each Series will be issued under and secured by a Trust Indenture (each, an "**Indenture**") between the Board and such bank, trust company or national banking association appointed to serve as trustee under the Indenture as provided in Section 2(a) hereof (the "**Trustee**"); and

WHEREAS, the Bonds will be further secured by the Funds, Accounts and Sub-Accounts established and pledged pursuant to the applicable Indenture; and

WHEREAS, the Pledged Capital Improvement Taxes constitute a "revenue source" pursuant to the Act; and

WHEREAS, the Board has determined that the Pledged Capital Improvement Taxes, will provide in each year an amount not less than 1.25 times annual debt service on the Alternate Bonds, which determination will be supported by the audit of the School District for the year ended June 30, 2016 (the "**Audit**"), or will be supported by the report of a feasibility analyst with a national reputation for expertise applicable to such revenue source (the "**Feasibility Report**") demonstrating the projected sufficiency of the Pledged Capital Improvement Taxes to provide the School District with tax revenues, in an amount not less than 1.25 times annual debt service on the Alternate Bonds to be paid from Pledged Capital Improvement Taxes (i) which Audit, when accepted and approved by the Board or (ii) which Feasibility Report, when accepted and approved on behalf of the Board by either the Senior Vice President of Finance (including any interim Senior Vice President of Finance) of the Board (the "**Senior Vice President of Finance**") or the Chief Financial Officer of the Board (the "**Chief Financial Officer**") prior to the issuance of any Alternate Bonds; and

WHEREAS, the Bonds of a Series may be sold (i) to an underwriter or a group of underwriters (the "**Underwriters**") to be designated by the Senior Vice President of Finance with respect to one or more Series of the Bonds pursuant to a separate Contract of Purchase (each, a "**Bond Purchase Agreement**") between the Underwriters and the Board, (ii) in a private placement with an individual investor or group of investors to be designated by the Senior Vice President of Finance (the "**Placement Purchasers**") with respect to one or more Series of the Bonds pursuant to a separate Placement Agreement between the Placement Purchasers and the Board or other similar agreement for the sale and purchase of the Bonds (each, a "**Placement Agreement**") or (iii) following distribution of a Notice of Sale and a competitive bidding process, to a bidder or syndicate submitting an offer to purchase one or more Series of the Bonds determined by the Senior Vice President of Finance to be in the best financial interest of the Board (the "**Competitive Purchasers**" and, together with the Underwriters and the Placement Purchasers being referred to herein as the "**Purchasers**") pursuant to an agreement between the Competitive Purchasers and the Board (each, a "**Competitive Sale Agreement**" and, together with the Bond Purchase Agreement and the Placement Agreement, a "**Purchase and Sale Agreement**"); and

WHEREAS, it is necessary for the Board to authorize the sale and issuance of the Bonds and to approve and to authorize and direct the sale of the Bonds pursuant to one or more of the methods described above, together with the execution of the Indentures, the Purchase and Sale Agreements and certain other agreements and the performance of acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the Bonds:

NOW, THEREFORE, Be It Hereby Resolved by the Chicago Board of Education of the Board of Education of the City of Chicago, as follows:

Section 1. Incorporation of Preambles. The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

Section 2. Issuance of Bonds. (a) There shall be authorized the borrowing for and on behalf of the Board of the aggregate principal amount of not to exceed \$840,000,000 for the purpose of paying (i) costs of the Project that are **"Capital Expenditures"** and **"Permitted Expenditures"** each as defined in the applicable Indenture, (ii) capitalized interest on the Bonds, and (iii) costs of issuance of the Bonds, including the cost of bond insurance or other credit enhancement. The Bonds are hereby authorized to be issued in an aggregate principal amount not to exceed \$840,000,000. The Bonds may be issued from time to time, as Alternate Bonds, as Dedicated Tax Bonds or as a combination of Alternate Bonds and Dedicated Tax Bonds, in one or more Series, in said aggregate principal amount, or such lesser aggregate principal amounts, as may be determined by either (i) the President of the School Board (the **"President"**), or (ii) the Vice President of the School Board (the **"Vice President"**) or any Member of the Board who is authorized to execute documents or take action in lieu of the President, (iii) the Chief Executive Officer, (iv) the Senior Vice President of Finance or (v) the Chief Financial Officer (each, a **"Designated Official"**). The Bonds of each Series shall be distinguished from each other Series by a designation or title, with such Series designation and with such additions, modifications or revisions as shall be determined to be necessary by any Designated Official at the time of the sale of such Bonds to reflect the order of sale of such Bonds, whether such Bonds are Capital Appreciation Bonds, Current Interest Bonds or Convertible Bonds (each as defined herein) and any other authorized features of such Bonds determined by any Designated Official as desirable to be reflected in the title of the Bonds being issued and sold as part of such Series. The Designated Officials are each hereby authorized to appoint a Trustee for each Series of the Bonds so issued; *provided*, that such Trustee shall be a bank, trust company or national banking association doing business and having a corporate trust office in the State of Illinois and having capital and undivided surplus aggregating at least \$15,000,000 or shall be a wholly-owned subsidiary of such an entity. The Bonds of each Series shall be issued and secured pursuant to the terms of an Indenture authorizing Capital Appreciation Bonds, Current Interest Bonds or Convertible Bonds, as appropriate. Each of the Designated Officials is hereby authorized to execute and deliver, and the Secretary is hereby authorized to attest to an Indenture on behalf of the Board, such Indenture to be in substantially the form attached hereto as Exhibit A, but with such changes therein as shall be within the authorizations granted by this Resolution as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such Designated Official's approval and this Board's approval of any changes or revisions therein from the form of Indenture authorized hereby.

The details of the sale of the Bonds as described in the notification of sale of such Bonds delivered by a Designated Official pursuant to Section 5(e) hereof and all provisions relating to the authorized denomination, registration, transfer and redemption of such Bonds, within the limitations set forth herein, shall be set forth in each Indenture executed and delivered by a Designated Official as described herein.

(b) In order to secure the payment of the principal of, redemption price of, interest on and the Compound Accreted Value (as hereinafter defined) of each Series of the Alternate Bonds, the Board hereby authorizes the inclusion in each Indenture securing Alternate Bonds of a pledge of all or a portion of the Pledged Capital Improvement Taxes to the payment of such Series. In accordance with Section 15 of the Act, the Board covenants and agrees to provide for, collect and apply such Pledged Capital Improvement Taxes, to the payment of the Alternate Bonds of such Series and the provision of an additional .25 times annual debt service. The determination of the sufficiency of the Pledged Capital Improvement Taxes pledged pursuant to this paragraph (b) is supported by the Audit or the Feasibility Report, as applicable, and acceptance of the Audit by the Board or of the Feasibility Report by the Senior Vice President of

Finance or the Chief Financial Officer, on behalf of the Board, if applicable, shall constitute conclusive evidence that the conditions of Section 15 of the Act have been met. Each of the Designated Officials is authorized to allocate all or a portion of the Pledged Capital Improvement Taxes to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of each Series of the Alternate Bonds and the Indenture pursuant to which such Series of Alternate Bonds is issued and the notification of sale of such Series of the Alternate Bonds delivered by the Designated Officials pursuant to Section 5(e) hereof shall identify the specific Pledged Capital Improvement Taxes allocated to such Series. Once issued, the Alternate Bonds shall be and forever remain until paid or defeased the general obligation of the Board, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Capital Improvement Taxes, from the levy of the Pledged Debt Service Taxes as provided in the Act and as set forth in Section 3 hereof.

(c) In order to secure the payment of the principal of, redemption price of, interest on and the Compound Accreted Value (as hereinafter defined) of each Series of the Dedicated Tax Bonds, the Board hereby authorizes the inclusion in each Indenture securing Dedicated Tax Bonds of a pledge of all or a portion of the Pledged Capital Improvement Taxes to the payment of such Series. The Board covenants and agrees to provide for, collect and apply such Pledged Capital Improvement Taxes, to the payment of the Dedicated Tax Bonds of such Series. Each of the Designated Officials is authorized to allocate all or a portion of the Pledged Capital Improvement Taxes to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of each Series of the Dedicated Tax Bonds and the Indenture pursuant to which such Series of Dedicated Tax Bonds is issued and the notification of sale of such Series of the Alternate Bonds delivered by the Designated Officials pursuant to Section 4(e) hereof shall identify the specific Pledged Capital Improvement Taxes allocated to such Series. Each Dedicated Tax Bond shall be a limited obligation of the Board payable from the Pledged Capital Improvement Taxes as provided in the Indenture pursuant to which such Series is issued. Neither the full faith and credit of the Board nor the general taxing power of the Board (other than the Capital Improvement Tax) shall be pledged or otherwise available for the payment of Dedicated Tax Bonds. The payment of Dedicated Tax Bonds shall be secured by a pledge of and security interest in Capital Improvement Taxes pursuant to Section 34-53.5 and Section 13 of the Act. In connection with the issuance of a Series of Dedicated Tax Bonds, the form of the Indenture attached hereto as Exhibit A shall be modified to reflect the fact that the Dedicated Tax Bonds are limited obligations of the Board and are not "Alternate Bonds" issued pursuant to Section 15 of the Act.

(d) All or any portion of the Bonds may be issued as bonds payable in one payment on a fixed date (the "**Capital Appreciation Bonds**"). Any Bonds issued as Capital Appreciation Bonds shall be dated the date of issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be numbered as determined by the Trustee and shall be in denominations equal to the original principal amounts of such Capital Appreciation Bonds or any integral multiple thereof, each such original principal amount representing Compound Accreted Value (as hereinafter defined) at maturity (the "**Maturity Amount**"). As used herein, the "**Compound Accreted Value**" of a Capital Appreciation Bond on any date of determination shall be an amount equal to the original principal amount plus an investment return accrued to the date of such determination at a semiannual compounding rate which is necessary to produce the yield to maturity borne by such Capital Appreciation Bond.

All or any portion of the Bonds may be issued as Bonds bearing interest at fixed rates and paying Interest semiannually (the "**Current Interest Bonds**"). The Current Interest Bonds shall be dated such date as shall be agreed upon by a Designated Official and the purchasers of the Current Interest Bonds, shall be in fully registered form, and shall be numbered as determined by the Trustee.

The Bonds may be initially issued as Capital Appreciation Bonds containing provisions for the conversion of the Compound Accreted Value of such Bonds into Current Interest Bonds (the "**Convertible Bonds**") at such time following the initial issuance as shall be approved by a Designated Official. While in the form of Capital Appreciation Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this Resolution relating to Capital Appreciation Bonds and while in the form of Current Interest Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this Resolution relating to Current Interest Bonds. In connection with the issuance and sale of any Convertible Bonds, the terms and provisions relating to the conversion of the Compound Accreted Value of such Convertible Bonds into Current Interest Bonds shall be contained in the Indenture executed and delivered by a Designated Official at the time of sale of such Convertible Bonds.

The Bonds shall be dated as of a date not earlier than October 1, 2016, as determined by a Designated Official at the time of sale thereof. The principal of the Bonds shall become due and payable on any date not earlier than December 1, 2016 and not later than December 1, 2055. The Bonds shall be issued in such denominations as permitted under the applicable Indenture securing such Bonds.

Any Bonds issued as Current Interest Bonds, Capital Appreciation Bonds or Convertible Bonds shall bear interest (computed upon the basis of a 360-day year of twelve 30-day months) payable at a rate or rates not to exceed 9 percent per annum for any Bonds issued as tax-exempt Bonds or 13.5 percent per annum for any Bonds issued as taxable Bonds, all as shall be determined by a Designated Official at the time of sale of such Bonds. The interest on such Bonds shall be payable on such dates as determined in the applicable Indenture.

(e) The Bonds of each Series may be redeemable prior to maturity at the option of the Board, in whole or in part on any date, at such times and at such redemption prices as shall be determined by a Designated Official at the time of the sale thereof. The Bonds of each Series may be made subject to extraordinary redemption prior to maturity, in whole or in part on any date, at such times and at such redemption prices and upon the occurrence of such conditions, all as shall be determined by a Designated Official at the time of the sale thereof. The Bonds of each Series may also be made subject to sinking fund redemption, at par and accrued interest to the date fixed for redemption, as determined by a Designated Official at the time of the sale thereof; *provided*, that such Bonds shall reach final maturity not later than the date set forth in Section 2(d) hereof.

(f) The Bonds of each Series may initially be issued in book-entry only form as provided in the applicable Indenture. The Bonds shall be executed by the manual or duly authorized facsimile signature of the President or Vice President and attested by the manual or duly authorized facsimile signature of the Secretary or her designee and prepared in the respective forms as provided in the applicable Indenture. The applicable Indenture may also require or permit the additional manual or duly authorized facsimile signature of the Chief Executive Officer or the Senior Vice President of Finance.

(g) All or any portion of the Bonds may be issued as bonds bearing interest at variable rates ("**Variable Rate Bonds**") adjustable and payable at any time. The interest on Variable Rate Bonds shall be payable on such dates as determined in the applicable Indenture. The maximum rate on any Variable Rate Bond shall not exceed the maximum rate permitted by law for obligations of the Board, but in no event more than 15 percent per annum. The method of determining the interest rate to be borne from time to time by Variable Rate Bonds shall be determined by a Designated Official at the time of the sale of the Variable Rate Bonds and specified in the applicable Indenture if Variable Rate Bonds are to be issued, the form of Indenture attached hereto as Exhibit A shall be modified to incorporate terms and provisions previously included in indentures securing variable rate bonds of the Board.

Section 3. Tax Levy For Alternate Bonds; Pledged Debt Service Taxes. (a) For the purpose of providing funds in addition to the Pledged Capital Improvement Taxes to pay the principal of and interest on the Alternate Bonds, there is hereby levied upon all of the taxable property within the School District, in the years for which any of the Alternate Bonds are outstanding, a direct annual tax for each of the years while the Alternate Bonds or any of them are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the School District the following direct annual taxes:

FOR THE LEVY YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:
2016	\$ 35,996,400
2017	38,318,400
2018	38,318,400
2019	38,318,400
2020	38,318,400
2021	38,318,400
2022	38,318,400
2023	38,318,400
2024	38,318,400

2025	38,318,400
2026	38,318,400
2027	38,318,400
2028	38,318,400
2029	38,318,400
2030	38,318,400
2031	38,318,400
2032	104,938,272
2033	104,938,272
2034	104,938,272
2035	104,938,272
2036	104,938,272
2037	104,938,272
2038	104,938,272
2039	104,938,272
2040	104,938,272
2041	104,938,272
2042	104,938,272
2043	104,938,272
2044	104,938,272
2045	104,938,272
2046	104,938,272
2047	104,938,272
2048	104,938,272
2049	104,938,272
2050	104,938,272
2051	104,938,272
2052	104,938,272
2053	104,938,272
2054	104,938,272

(the taxes levied pursuant to this Section 3(a), being the “**Pledged Debt Service Taxes**”).

(b) After this Resolution becomes effective and a Series of Alternate Bonds is sold, a copy of this Resolution, certified by the Secretary, shall be filed with each of the County Clerks of The Counties of Cook and DuPage, Illinois (the “**County Clerks**”); and the County Clerks shall in and for each of the years required, ascertain the rate percent required to produce the aggregate Pledged Debt Service Taxes hereinbefore provided to be levied in each of said years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said year in and by the Board for general corporate purposes of the Board; and in said year the Pledged Debt Service Taxes shall be levied and collected by and for and on behalf of the Board in like manner as taxes for general corporate purposes of the Board for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, if required pursuant to any escrow or similar agreement executed and delivered pursuant to Section 6 hereof, the taxes hereby levied shall be deposited with the designated bank, trust company or national banking association.

(c) At the time and in the manner set forth in each Indenture securing Alternate Bonds, the Board shall direct the abatement of the Pledged Debt Service Taxes in whole or in part.

(d) The notification of sale of any Series of the Alternate Bonds delivered by the Designated Officials pursuant to Section 5(e) hereof may provide for the allocation of all or a portion of the Pledged Debt Service Taxes levied for any year pursuant to this Resolution to the payment of the principal and redemption price of and interest on such Series of the Alternate Bonds.

Section 4. Tax Levy For Dedicated Tax Bonds and Alternate Bonds; Pledged Capital Improvement Taxes. (a) For the purpose of providing funds to pay the principal of and interest on the Dedicated Tax Bonds and the Alternate Bonds, and to provide for the debt service coverage required for the Alternate Bonds by Section 15 of the Act, there is hereby levied upon all of the taxable property within the School District, in the years for which any of the Dedicated Tax Bonds or Alternate Bonds are outstanding, a direct annual tax for each of the years while the Dedicated Tax Bonds or Alternate Bonds or any of them are outstanding, in amounts sufficient for those purposes, and there be and there hereby is levied upon all of the taxable property in the School District the following direct annual taxes:

FOR THE LEVY YEAR

A TAX IN THE SUM OF:

2017	\$ 47,898,000
2018	47,898,000
2019	47,898,000
2020	47,898,000
2021	47,898,000
2022	47,898,000
2023	47,898,000
2024	47,898,000
2025	47,898,000
2026	47,898,000
2027	47,898,000
2028	47,898,000
2029	47,898,000
2030	47,898,000
2031	131,172,840
2032	131,172,840
2033	131,172,840
2034	131,172,840
2035	131,172,840
2036	131,172,840
2037	131,172,840
2038	131,172,840
2039	131,172,840
2040	131,172,840
2041	131,172,840
2042	131,172,840
2043	131,172,840
2044	131,172,840
2045	131,172,840
2046	131,172,840
2047	131,172,840
2048	131,172,840
2049	131,172,840
2050	131,172,840
2051	131,172,840
2052	131,172,840
2053	131,172,840

(the taxes levied pursuant to this Section 4(a), being the “**Pledged Capital Improvement Taxes**”). In no event may the annual levy for the Pledged Capital Improvement Taxes exceed the maximum annual amount of the Capital Improvement Tax authorized by Section 34-53.5 of the School Code (or any successor act authorizing the Capital Improvement Tax).

(b) After this Resolution becomes effective and a Series of Dedicated Tax Bonds or Alternate Bonds is sold, a copy of this Resolution, certified by the Secretary, shall be filed with each of the County Clerks; and the County Clerks shall in and for each of the years required, ascertain the rate percent required to produce the aggregate Pledged Capital Improvement Taxes hereinbefore provided to be levied in each of said years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said year in and by the Board for general corporate purposes of the Board; and in said year the Pledged Capital Improvement Taxes shall be levied and collected by and for and on behalf of the Board in like manner as taxes for general corporate purposes of the Board for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, if required pursuant to any escrow or similar agreement executed and delivered pursuant to Section 6 hereof, the taxes hereby levied shall be deposited with the designated bank, trust company or national banking association.

(c) To the extent and in the manner permitted in each Indenture securing Dedicated Tax Bonds or Alternate Bonds, the Board may direct the abatement of the Pledged Capital Improvement Taxes in whole or in part.

(d) The notification of sale of any Series of Dedicated Tax Bonds or Alternate Bonds delivered by the Designated Officials pursuant to Section 5(e) hereof may provide for the allocation of all or a portion of the Pledged Capital Improvement Taxes levied for any year pursuant to this Resolution to the payment of the principal and redemption price of and interest on such Series of the Dedicated Tax Bonds or Alternate Bonds and, with respect to any Series of Alternate Bonds, to the provision of debt service coverage.

(e) As provided in Section 15(e) of the Act, the imposition of the Pledged Capital Improvement Taxes in the annual amounts levied pursuant to Section 4(a) hereof shall constitute a continuing obligation of the Board with respect to such imposition and a continuing appropriation of the receipts derived from the Pledged Capital Improvement Taxes for the punctual payment of the principal of and interest on the Alternate Bonds and the provision of an additional .25 times annual debt service.

Section 5. Sale of the Bonds, Purchase and Sale Agreements. (a) Each Series of the Bonds shall be sold and delivered to the Purchasers thereof, subject to the terms and conditions of the applicable Purchase and Sale Agreement; *provided*, (i) that the aggregate purchase price of any Current Interest Bonds paid by the Purchaser shall be not less than 97 percent of the principal amount thereof to be issued (less any original issue discount used in the marketing thereof) plus accrued interest from their date to the date of delivery thereof, (ii) that the aggregate purchase price of any Capital Appreciation Bonds or Convertible Bonds paid by the Purchaser shall not be less than 97 percent of the aggregate original principal amount thereof and (iii) that the compensation paid to the Purchasers in connection with the sale of any Variable Rate Bonds shall not exceed 3 percent of the principal amount thereof. Each of the Senior Vice President of Finance and the Chief Financial Officer are hereby authorized to execute and deliver on behalf of the Board a Purchase and Sale Agreement with respect to the sale of the Bonds of each Series, which (i) in the case of a Bond Purchase Agreement shall be in substantially the form used in previous financings of the Board and (ii) in the case of a Placement Agreement or a Competitive Sale Agreement shall contain terms and provisions no less favorable to the Board as those contained in a Bond Purchase Agreement. Any such Purchase and Sale Agreement shall contain such final terms as shall be approved by the Senior Vice President of Finance or the Chief Financial Officer, such approval to be evidenced by such Senior Vice President of Finance's or Chief Financial Officer's execution thereof, and the Senior Vice President of Finance or the Chief Financial Officer is also authorized to do all things necessary and essential to effectuate the provisions of such Purchase and Sale Agreement, as executed, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. The Senior Vice President of Finance shall make a finding in connection with the execution of each Purchase and Sale Agreement that (i) the Bonds sold thereunder have been sold at such price and bear interest at such rate that neither the true interest cost (yield) nor the net interest rate received upon the sale of such Bonds exceeds the maximum rate otherwise authorized by applicable law, and (ii) that no person holding any office of the Board, either by election or appointment is in any manner interested, either directly or indirectly, in his or her own name, in the name of any other person, association, trust or corporation, in the Indenture, any escrow or similar agreement executed and delivered pursuant to Section 6 hereof, the applicable Purchase and Sale Agreement or any agreement with a Bond Insurer, Debt Reserve Credit Facility Provider or Credit Provider authorized by paragraphs (b), (c) and (d) of this Section, or in the issuance and sale of such Bonds, in accordance with the laws of the State of Illinois and the Code of Ethics of the Board (Board Rule No. 11-0525-P02, as amended).

(b) In connection with any sale of the Bonds of each Series, each of the Designated Officials is hereby authorized to obtain a bond insurance policy from such recognized bond insurer as such Designated Official shall determine (the "**Bond Insurer**") if said Designated Official determines such bond insurance policy to be desirable in connection with the sale of such Series of Bonds, or with respect to specified or designated maturities of such Series of Bonds. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Bond Insurer that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution and to pay upfront or annual fees to the Bond Insurer in connection therewith.

(c) In lieu of, or in addition to, the deposit of proceeds of the Bonds of any Series or other funds into a debt service reserve fund as authorized in paragraph (g) of this Section, each of the Designated Officials is hereby authorized to obtain a debt reserve credit facility from such recognized provider as such Designated Official shall determine (the "**Debt Reserve Credit Facility Provider**") if such Designated Official determines such debt reserve credit facility to be desirable in providing for the funding of any required debt service reserve fund. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Debt Reserve Credit Facility Provider that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution, including the payment of reasonable fees to any Debt Reserve Credit Facility Provider.

(d) In connection with the sale of the Bonds of any Series, to provide additional security and liquidity for such Bonds, each of the Designated Officials is hereby authorized to obtain a letter of credit, line of credit or other credit or liquidity facility, including similar agreements with or facilities issued by a Bond Insurer (a "**Credit Facility**"), if determined by such Designated Official to be desirable in connection with such sale of Bonds. Each of the Designated Officials is hereby further authorized to appoint one or more banks, Bond Insurers or other financial institutions to issue such Credit Facility (the "**Credit Provider**") and to execute and deliver on behalf of the Board a credit, reimbursement or similar agreement (the "**Credit Agreement**") providing for the issuance of the Credit Facility and the obligation of the Board to repay funds borrowed under the Credit Facility or advances made by the Credit Provider under the Credit Facility with respect to such Bonds. The Credit Facility may be in a form that provides for the purchase of such Bonds by the Credit Provider (any such Bond so purchased being referred to as a "**Bank Bond**") and the Indenture as executed and delivered shall reflect the terms and provisions of such Bank Bonds. Any Bonds outstanding as Bank Bonds shall be secured as provided in the applicable Indenture. The annual fee paid to any Credit Provider for the provision of a Credit Facility shall not exceed 3 percent of the amount available to be drawn or advanced under such Credit Facility.

The Credit Agreement may provide that alternative interest rates or provisions will apply during such times as the Bonds constitute Bank Bonds or the Board has outstanding repayment obligations to the Credit Provider (the "**Credit Provider Rate**"), which Credit Provider Rate shall not exceed the maximum permitted by law, but in no event more than 15 percent per annum (the "**Maximum Credit Provider Rate**"). The Credit Agreement may further provide that to the extent the Credit Provider Rate determined at any time pursuant to the Credit Agreement exceeds the Maximum Credit Provider Rate, such excess may accrue at the then-applicable Credit Provider Rate (but in no event may such excess accrue at a rate in excess of 25 percent per annum) and be added to the Credit Provider Rate at such time or times thereafter as the Credit Provider Rate shall be less than the Maximum Credit Provider Rate; *provided*, that at no time shall the Credit Provider Rate per annum exceed the Maximum Credit Provider Rate.

Any Credit Facility obtained as provided herein shall cause the Bonds secured thereby to bear an investment grade rating from at least two nationally recognized rating services.

(e) Subsequent to the sale of the Bonds of any Series, any one or more of the Designated Officials shall file in the office of the Secretary a notification of sale directed to the Board setting forth (i) whether such Series is a Series of Alternate Bonds or a Series of Dedicated Tax Bonds, (ii) the aggregate original principal amount of, maturity schedule, redemption provisions and interest rates for the Bonds sold, (iii) a description of the specific Pledged Capital Improvement Taxes pledged to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of the Bonds of such Series, (iv) the principal amounts of the Bonds sold as Current Interest Bonds, Capital Appreciation Bonds and Convertible Bonds, respectively, (v) in the case of Bonds sold as Capital Appreciation Bonds and Convertible Bonds, (A) the Original Principal Amounts of and Yields to Maturity on the Capital Appreciation Bonds and Convertible Bonds being sold, and (B) a table of Compound Accreted Value per \$5,000 Maturity Amount for any Capital Appreciation Bonds and Convertible Bonds being sold, setting forth the Compound Accreted Value of each such Capital Appreciation Bond and Convertible Bonds on each semiannual compounding date, (vi) the interest rates on the Current Interest Bonds sold, (vii) debt service schedules for the Bonds, demonstrating (A) in the case of Alternate Bonds, that the Pledged Capital Improvement Taxes are expected to be in an amount sufficient to provide the debt service coverage described in Section 2(b) hereof and (B) in the case of Dedicated Tax Bonds, that the Pledged Capital Improvement Taxes are expected to be sufficient to provide for the punctual payment of the debt service on the Series of Dedicated Tax Bonds, (viii) the terms and provisions for the conversion of the Compound

Accrued Value of any Convertible Bonds issued hereunder into Current Interest Bonds, (ix) the application of the proceeds of such Bonds for the purposes and within the limitations set forth in paragraph (g) of this Section, (x) if a bond insurance policy is obtained as authorized herein, the identity of the Bond Insurer issuing the bond insurance policy and the premium and any fees required to be paid thereto, (xi) if a debt reserve credit facility is obtained as authorized herein, the identity of the Debt Reserve Credit Facility Provider issuing the debt reserve credit facility, (xii) if a Credit Facility is obtained as authorized herein, the identity of the Credit Provider issuing the Credit Facility, and a copy of the Credit Agreement between the Board and such Credit Provider shall be attached to said notification of sale, (xiii) the identity of the Trustee designated pursuant to Section 2 hereof with respect to the Bonds, (xiv) if an escrow or other similar agreement is to be executed and delivered as authorized in Section 6 hereof, the identity of any bank, trust company or national banking association selected by a Designated Official to serve as escrow agent thereunder pursuant to the authorization granted in said Section 6, and a copy of such agreement shall be attached to said notification of sale and (xv) the identity of and the compensation paid to the Purchasers in connection with such sale.

In the event that the Designated Official executing such notification of sale with respect to Alternate Bonds determines that the Alternate Bonds have been sold in such principal amount or maturing or bearing interest so as to require the levy of Pledged Debt Service Taxes in any year less than the amount specified therefor in Section 3(a) hereof, then such Designated Official shall include, in the notification of sale described in this Section, the amount of reduction in the amount levied in Section 3(a) hereof for each year resulting from such sale, and in addition, either or both of the Designated Officials shall file in the respective offices of the County Clerks certificates of tax abatement for such years. No such reduction in the amounts levied in Section 3(a) hereof need be made nor must any certificate of tax abatement be filed as described in the preceding sentence until any one or more of the Designated Officials have determined that any amount so levied in Section 3(a) hereof will not be needed to secure the Alternate Bonds being sold at that time or any Series of Alternate Bonds to be sold in the future. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of Pledged Debt Service Taxes levied pursuant to Section 3(a) hereof, shall indicate the amount of reduction in the amount of Pledged Debt Service Taxes levied by the Board resulting from the sale of such Alternate Bonds, which reduced amount is to be abated from such Pledged Debt Service Taxes, and shall further indicate the remainder of such Pledged Debt Service Taxes which is to be extended for collection by the County Clerks. Each of the Designated Officials is also authorized to file in the respective offices of the County Clerks certificates of tax abatement that reflect the refunding of any obligations of the Board.

In the event that the Designated Official executing such notification of sale with respect to Alternate Bonds or Dedicated Tax Bonds determines that the Alternate Bonds or Dedicated Tax Bonds have been sold in such principal amount or maturing or bearing interest so as to require the levy of Pledged Capital Improvement Taxes in any year less than the amount specified therefor in Section 4(a) hereof, then such Designated Official shall include, in the notification of sale described in this Section, the amount of reduction in the amount levied in Section 4(a) hereof for each year resulting from such sale, and in addition, either or both of the Designated Officials shall file in the respective offices of the County Clerks certificates of tax abatement for such years. No such reduction in the amounts levied in Section 4(a) hereof need be made nor must any certificate of tax abatement be filed as described in the preceding sentence until any one or more of the Designated Officials have determined that any amount so levied in Section 4(a) hereof will not be needed to secure the Alternate Bonds or Dedicated Tax Bonds being sold at that time or any Series of Alternate Bonds or Dedicated Tax Bonds to be sold in the future. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of Pledged Capital Improvement Taxes levied pursuant to Section 4(a) hereof, shall indicate the amount of reduction in the amount of Pledged Capital Improvement Taxes levied by the Board resulting from the sale of such Alternate Bonds or Dedicated Tax Bonds, which reduced amount is to be abated from such Pledged Capital Improvement Taxes, and shall further indicate the remainder of such Pledged Capital Improvement Taxes which is to be extended for collection by the County Clerks. Each of the Designated Officials is also authorized to file in the respective offices of the County Clerks certificates of tax abatement that reflect the refunding of any obligations of the Board. Any abatement or reduction of Pledged Capital Improvement Taxes shall not constitute a reduction in the annual amount of Capital Improvement Tax that the Board is authorized to levy pursuant to Section 34-53.5 of the School Code

(f) The distribution of a Preliminary Official Statement, Private Placement Memorandum, Limited Offering Memorandum or Notice of Public Sale relating to each Series of the Bonds (the “**Disclosure Document**”) in substantially the respective forms delivered in connection with previous issues of Bonds, but with such changes as shall be approved by a Designated Official to reflect the terms of the Bonds proposed to be sold and the method of sale of such Bonds, is hereby in all respects, ratified, authorized and approved and shall be “deemed final” for purposes of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (“**Rule 15c2-12**”), and the proposed use by the Underwriters or the Competitive Purchasers of a final Official Statement (in substantially the form (i) of the Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the Bonds being sold or (ii) authorized herein for a Preliminary Official Statement if none is used in the marketing of the Bonds being sold) is hereby approved. Each Designated Official is hereby authorized and directed to execute the final Official Statement or other Disclosure Document on behalf of the Board. A Designated Official may also cause the preparation and circulation of a Disclosure Document with respect to short-term borrowings of the Board for secondary market purposes that have been previously authorized by the Board.

If determined to be necessary by a Designated Official in connection with the initial sale or subsequent reoffering of any obligations previously authorized by this Board, the preparation, use and distribution of a Disclosure Document relating to such obligations is hereby authorized and approved. The Designated Officials are each hereby authorized to execute and deliver such Disclosure Document on behalf of the Board. The Disclosure Document herein authorized shall contain a description of the terms and provisions of, and security for, such obligations, the use of proceeds of such obligations, financial information relating to the Board, and such other information as any Designated Officer determines to be advisable under the circumstances.

In connection with the sale of a Series of the Bonds, the Designated Officials are hereby authorized to provide to prospective Placement Purchasers such information regarding the Board’s operations and finances as would typically be included in a Disclosure Document and to enter into such discussions and negotiations with such prospective Placement Purchasers as such

Designated Officials shall deem appropriate. In addition, the Designated Officials are hereby authorized to prepare a Notice of Sale for distribution to potential bidders in connection with a public, competitive sale of a Series of the Bonds and to take all actions necessary to conduct any such sale.

(g) The proceeds from the sale of each Series of the Bonds shall be applied to the payment of (i) costs of the Project that are “Permitted Expenditures” and “Capital Expenditures” as defined in the Indenture securing such Series, (ii) such interest to become due on such Bonds for such period not to exceed the greater of 2 years or a period ending 6 months after the estimated date of completion of the acquisition and construction of the Project as shall be determined by the Senior Vice President of Finance or the Chief Financial Officer, and (iii) the payment of the expenses related to the issuance of such Bonds, including, without limitation, fees to be paid to Bond Insurers or Credit Providers, and such proceeds shall be applied as provided in the applicable Indenture. In addition, proceeds from the sale of a Series of the Bonds in the amount of not to exceed 10% of the principal amount thereof may be deposited into a debt service reserve fund to be held under the applicable Indenture upon the direction of the Senior Vice President of Finance or the Chief Financial Officer if it is determined that the creation of such debt service reserve fund is necessary and required in connection with the sale of such Bonds. All of such proceeds are hereby appropriated for the purposes specified in this paragraph.

(h) Each of the Senior Vice President of Finance and the Chief Financial Officer is hereby authorized to enter into or approve such agreements with investment providers as shall be necessary or advisable in connection with the investment of any funds on deposit under the Indenture, to the extent such investments are authorized under the terms of the Indenture, the Investment Policy of the Board and applicable law, as in effect from time to time.

Section 6. Escrow of Pledged Capital Improvement Taxes and Pledged Debt Service Taxes. If deemed necessary and desirable to provide additional security for any Bonds, each of the Designated Officials is hereby authorized to execute and deliver on behalf of the Board, and the Secretary is authorized to attest, a form of escrow or other similar agreements with a bank, trust company or national banking association having the same qualifications as those set forth in

Section 2(a) for a Trustee, reflecting the issuance of the Bonds and such segregation of Pledged Capital Improvement Taxes and, in the case of Alternate Bonds, Pledged Debt Service Taxes as the Designated Official executing such agreement shall deem appropriate.

Section 7. Escrow Directions. Each of the Designated Officials is hereby authorized, pursuant to authority contained in Section 20-90 of the Property Tax Code, 35 Illinois Compiled Statutes 200, to execute a written direction to the County Collectors of The Counties of Cook and DuPage, Illinois (the “County Collectors”), (i) to deposit the collections of the Pledged Debt Service Taxes as and when extended for collection directly with such escrow agent designated pursuant to Section 5 in order to secure the payment of the principal of and interest on the Alternate Bonds, and (ii) to the extent necessary, advising the County Collectors of the abatement of the Pledged Debt Service Taxes. Each of the Designated Officials is hereby authorized pursuant to the authority contained in Section 20-90 of the Property Tax Code to execute a written direction to the County Collectors, (i) to deposit the collections of the Capital Improvement Taxes as and when extended for collection directly with such escrow agent designated pursuant to Section 6 in order to secure the payment of the principal of and interest on the Bonds and to provide for the disposition of the Pledged Capital Improvement Taxes and (ii) to the extent necessary, advising the County Collectors of the abatement of Pledged Capital Improvement Taxes. The Designated Officials are directed to file a certified copy of this Resolution with each of the County Collectors.

Section 8. Tax-Exemption and Non-Arbitrage. Each of the Designated Officials is hereby authorized to take any other actions and to execute any other documents and certificates necessary to assure that the interest payments with respect to the Bonds of each Series are excludable from gross income for federal income tax purposes, to assure that the Bonds do not constitute “arbitrage bonds” or “private activity bonds” under the Internal Revenue Code of 1986, as amended, and to effectuate the issuance and delivery of the Bonds; *provided, however*, that any of the Bonds may be issued as Bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes if determined by a Designated Official to be beneficial to the Board.

Section 9. Continuing Disclosure Undertaking. Each of the Designated Officials is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings (each, a “**Continuing Disclosure Undertaking**”) evidencing the Board’s agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, as applicable to the Bonds of each Series. Notwithstanding any other provision of this Resolution or any Indenture, the sole remedies for any failure by the Board to comply with a Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the Board to comply with its obligations under the applicable Continuing Disclosure Undertaking. Each Continuing Disclosure Undertaking shall be in substantially the form used in previous financings of the Board, but with such changes therein as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such official’s approval and this Board’s approval of any changes or revisions therein from such form of Continuing Disclosure Undertaking.

Section 10. Further Acts. Each of the Designated Officials, officials or officers of the Board are hereby authorized to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Bonds, including, but not limited to, the exercise following the delivery date of the Bonds of any power or authority delegated to such official under this Resolution with respect to the Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

The General Counsel is hereby authorized to select and engage attorneys and other professionals to provide services related to the transactions described in this Resolution. The General Counsel may make such selection of professionals based upon substantial demonstrated prior experience in addition, each of the Designated Officials is hereby authorized to execute and deliver any supplements or amendments deemed necessary in connection with the issuance, sale and delivery of the Bonds and other obligations of the Board which have heretofore been authorized, sold or delivered.

All actions of the officials or officers of the Board that are in conformity with the purposes and intent of this Resolution are hereby in all respects ratified, approved, and confirmed.

Section 11. Expiration of Authority For Alternate Bonds. The Alternate Bonds authorized by this Resolution may not be issued after the date three years following the end of the petition period pursuant to the backdoor referendum with respect to the 2016 Authorization as provided in Section 17.5(a) of the Act.

Section 12. Severability. The provisions of this Resolution are hereby declared to be severable; and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions.

Section 13. Repeater and Effective Date. All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption.

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TRUST INDENTURE

by and between

BOARD OF EDUCATION OF THE CITY OF CHICAGO

and

[_____]
as Trustee

dated as of _____ 1, 2016

securing
\$____,000,000
Dedicated Capital Improvement Tax Bonds, Series 2016C

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THIS TRUST INDENTURE dated as of _____ 1, 2016 (the "*Indenture*"), by and between the Board of Education of the City of Chicago, a school district organized and existing under the laws of the State of Illinois, and [_____] a state banking corporation duly organized, existing and authorized to accept and execute trusts of the character herein set out as trustee (the "*Trustee*");

WITNESSETH:

WHEREAS, pursuant to the provisions of Article 34 of the School Code, 105 Illinois Compiled Statutes 5/34 (the "*School Code*"), the City of Chicago constitutes one school district (the "*School District*"), which is a body politic and corporate by the name of the "Board of Education of the City of Chicago," governed by the Chicago Board of Education (the "*Board*"); and

WHEREAS, in accordance with the provisions of the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350 (the "*Act*"), the Board, on the 24th day of August, 2016 adopted Resolution No. 16-0824-RS5 (the "*2016 Authorizing Resolution*") authorizing the issuance of Alternate Bonds (as hereinafter defined), in an amount not to exceed \$935,000,000, and with respect to such Alternate Bonds has completed (i) the backdoor referendum proceedings required by Section 15 of the Act and (ii) the notice and hearing requirements of the Bond Issue Notification Act, 30 Illinois Compiled Statutes 352, thereby authorizing the Board to issue such Alternate Bonds in said amount not to exceed \$935,000,000 (the "*2016 Authorization*"); and

WHEREAS, to avail itself of the 2015 Authorization, the Board adopted Resolution No. 16-1026-RS_ on October 26, 2016 (the "*Bond Resolution*") authorizing the issuance, from time to time, in one or more series, of its Dedicated Capital Improvement Tax Bonds in an aggregate principal amount not to exceed \$800,000,000 for the purpose of financing capital improvements authorized by the 2016 Authorizing Resolution; and

WHEREAS, pursuant to the Bond Resolution, the Board has duly authorized the issuance of its Dedicated Capital Improvement Tax Bonds, Series 2016C, in the aggregate principal amount of \$_____,000,000 (the "*Series 2016C Bonds*"), for the purpose of providing funds to (i) pay Capital Expenditures (as herein defined) that are Permitted Expenditures (as herein defined) of Projects (as hereinafter defined), (ii) pay certain interest to become due on the Series 2016C Bonds to and including [December 1, 2017] and (iii) pay costs of issuance of the Series 2016C Bonds; and

WHEREAS, pursuant to the Bond Resolution, the Board has appointed [_____] to act as Trustee under this Indenture; and

WHEREAS, the Series 2016C Bonds are secured by and will be payable from a pledge of the Pledged Capital Improvement Taxes and the Pledged Debt Service Taxes (each as hereinafter defined) and will be further secured by the other moneys, securities and funds pledged under this Indenture; and

WHEREAS, no bonds or other obligations have heretofore been issued pursuant to the 2016 Authorizing Resolution or the Bond Resolution; and

WHEREAS, for the 2015 tax levy year and for the 2016 tax levy year the Board has levied taxes upon all taxable property located in the School District for capital improvement purposes as authorized by Section 34-53.5 of the School Code (the "*Capital Improvement Tax*"); and

WHEREAS, the 2015 tax levy year was the initial year that the Board elected to levy the Capital Improvement Tax and such levy was approved by a resolution adopted by the City Council of the City of Chicago;

WHEREAS, the Board is authorized to levy annually the Capital Improvement Tax for the 2017 tax levy year and for each subsequent tax levy year; and

WHEREAS, pursuant to Section 34-53.5(f) of the School Code the Board may issue bonds, in accordance with the Local Government Debt Reform Act, including Section 15 of that Act, against any revenues to be collected from the Capital Improvement Tax in any year or years and may pledge, pursuant to Section 13 of the Local Government Debt Reform Act, those revenues as security for the payment of any such bonds; and

WHEREAS, the Board has determined that the Pledged Capital Improvement Taxes will provide in each year an amount not less than 1.25 times the debt service on the Series 2016C Bonds, which determination is supported by the report of Public Financial Management, Inc., an independent feasibility analyst having a national reputation for expertise in the areas of public finance and the financing of capital improvements for public schools, that is not otherwise involved in the projects being financed with the proceeds of the Series 2016C Bonds; and

WHEREAS, all things necessary to make the Series 2016C Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Board according to the import thereof, and to constitute this Indenture a valid pledge of and lien on and security interest in each of the Pledged Capital Improvement Taxes and the Pledged Debt Service Taxes to secure the payment of the principal of, premium, if any, and interest on the Series 2016C Bonds have been done and performed, in due form and time, as required by law; and

WHEREAS, the execution and delivery of this Indenture and the execution and issuance of the Series 2016C Bonds, subject to the terms hereof have in all respects been duly authorized.

GRANTING CLAUSES

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

That in order to secure the payment of the principal of, premium, if any, and interest on all Series 2016C Bonds issued hereunder, according to the import thereof, and the performance and observance of each and every covenant and condition herein and in the Series 2016C Bonds contained, and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Series 2016C Bonds by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Series 2016C Bonds shall be issued, authenticated, delivered, secured and accepted by all Persons (as hereinafter defined) who shall

from time to time be or become Owners thereof, the Board does hereby pledge and grant a lien and security interest upon the following Trust Estate to the Trustee and its successors in trust and assigns, for the benefit of the Owners and any Swap Providers (as hereinafter defined), to the extent provided in this Indenture:

- (a) The Pledged Capital Improvement Taxes and the Pledged Debt Service Taxes; provided that the pledge of the Pledged Capital Improvement Taxes to the payment of the Series 2016C Bonds is on a parity with the pledge of such taxes to the payment of any Additional Bonds (as hereinafter defined) that may be hereafter issued;
- (b) All moneys and securities and earnings thereon in all Funds, Accounts and Sub-Accounts established pursuant to this Indenture except the Swap Payment Account (as hereinafter defined); and
- (c) Any and all other moneys, securities and property furnished from time to time to the Trustee by the Board or on behalf of the Board or by any other Persons to be held by the Trustee under the terms of this Indenture.

BUT IN TRUST NEVERTHELESS, and except as herein otherwise provided, for the equal and proportionate benefit and security of the Series 2016C Bonds issued hereunder and secured by this Indenture, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of any one Series 2016C Bond over any other or from the others by reason of priority in the issue or negotiation thereof, or for any other reason whatsoever, so that each and all of the Series 2016C Bonds shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby, with the same effect as if the same had all been made, issued and negotiated upon the delivery hereof.

PROVIDED, HOWEVER, that the Board has reserved the right, upon compliance with the provisions of Section 704(B) hereof to issue Additional Bonds on a parity with and sharing ratably and equally in the Pledged Capital Improvement Taxes with the Series 2016C Bonds.

PROVIDED FURTHER, HOWEVER, that these presents are upon the condition that, if the Board, or its successors, shall well and truly pay or cause to be paid, or provide for the payment of all principal, premium, if any, and interest on the Series 2016C Bonds due or to become due thereon, at the times and in the manner stipulated therein and herein, then this Indenture and the rights hereby granted shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the Board, the Trustee and the Owners of the Series 2016C Bonds from time to time, that the terms and conditions upon which the Series 2016C Bonds are to be issued, authenticated, delivered, secured and accepted by all Persons who shall from time to time be or become the Owners thereof and the trusts and conditions upon which the moneys and securities hereby pledged are to be held and disposed of which trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

Definitions and Construction

Section 101. Definitions. The following terms shall, for all purposes of this Indenture, have the following meanings unless a different meaning clearly appears from the context:

“Act” means the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350.

“Additional Bonds” means any Alternate Bonds issued in the future in accordance with the provisions of the Act on a parity with and sharing ratably and equally in all or any portion of the Pledged Capital Improvement Taxes with the Series 2016C Bonds as authorized by Section 704(B).

“Alternate Bonds” means general obligation bonds payable from any revenue source as provided by the Act, particularly Section 15 thereof.

“Annual Debt Service Requirement” means, for any Bond Year, the sum of the interest on and principal of the Series 2016C Bonds that will become due and payable, whether at maturity or upon mandatory sinking fund redemption, during such Bond Year.

“Authorized Denominations” means \$100,000 and any multiple of \$5,000 in excess thereof.

“Authorized Officer” means (i) any Designated Official, (ii) the Controller and Chief Operating Officer of the Board acting together or (iii) any other officer or employee of the Board authorized to perform specific acts or duties hereunder by resolution duly adopted by the Board.

“Board” means the Board of Education of the City of Chicago, as governed by the Chicago Board of Education, created and established pursuant to Article 34 of the School Code.

“Bond Counsel” means any nationally recognized firm(s) of municipal bond attorneys approved by the Board.

“Bond Payment Account” means the Bond Payment Account established in Section 503.

“Bond Resolution” means Resolution No. 16-1026-RS_ adopted by the Board on October 26, 2016, authorizing the issuance of the Series 2016C Bonds.

“Bond Year” means each annual period beginning on December 2 of a calendar year to and including December 1 of the next succeeding calendar year.

“Bonds” means the Dedicated Capital Improvement Tax Bonds, Series 2016C, of the Board issued pursuant to this Indenture.

“Business Day” means any day which is not a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the city where the designated corporate trust office of any

Fiduciary is located are authorized by law or executive order to close (and such Fiduciary is in fact closed).

“Capital Expenditure” means an authorized expenditure of the Board that is or may be capitalized under generally accepted accounting practices applicable to the Board and is made with respect to a project or system of the Board. This definition may be revised to reflect the requisites of “projects and systems” as such term is used in Section 902 of the U.S. Bankruptcy Code (11 U.S. Code 902).

“Capital Improvement Tax” means the tax that the Board is authorized to levy annually pursuant to Section 34-53.5 of the School Code.

“Capital Improvement Taxes” means the revenues derived and to be derived by the Board from the imposition of the Capital Improvement Tax, including but not limited to, regular tax receipts and late payment interest and penalties.

“Capital Improvement Program” means the Capital Improvement Program of the Board, as from time to time approved and amended by the Board and on file in the office of the Secretary of the Board.

“Code” means the Internal Revenue Code of 1986, as amended.

“Code and Regulations” means the Code and the regulations promulgated or proposed pursuant thereto as the same may be in effect from time to time.

“Counsel’s Opinion” or *“Opinion of Counsel”* means an opinion signed by an attorney or firm of attorneys of recognized standing in the area of law to which the opinion relates, who may be counsel to the Board (including the General Counsel to the Board) or Bond Counsel.

“County Clerks” means, collectively, the County Clerks of The Counties of Cook and DuPage, Illinois.

“County Collectors” means, collectively, the County Treasurers of The Counties of Cook and DuPage, Illinois, in their respective capacities as county collector, or, respectively, such other officer as may be lawfully appointed in the future to serve as county collector in either of said counties.

“Debt Service Fund” means the Debt Service Fund established in Section 503.

“Defeasance Government Obligations” means Government Obligations which are not subject to redemption other than at the option of the holder thereof.

“Defeasance Obligations” means (i) Defeasance Government Obligations and (ii) Pre-refunded Municipal Obligations.

“Deposit Date” means February 15 of each year or such earlier date as may be necessary to permit the Board to lawfully make the abatement of taxes described in Section 504(A) and Section 706(B).

“Designated Official” (i) the President of the Board, (ii) the Senior Vice President of Finance or (iii) any other officer of the Board authorized to perform specific acts and duties hereunder by resolution duly adopted by the Board.

“DTC” means The Depository Trust Company, New York, New York, as securities depository for the Series 2016C Bonds.

“DTC Participant” means any securities broker or dealer, bank, trust company, clearing corporation or other organization depositing Bonds with DTC pursuant to the book entry only system described in Section 202(G).

“Escrow Agent” means [_____], as escrow agent under the Escrow Agreement, and any successor or successors appointed thereunder.

“Escrow Agreement” means the First Amended and Restated School Capital Improvement Tax Levy Escrow Agreement, dated as of _____, 2016 by and between the Board and the Escrow Agent, as from time to time hereafter supplemented and amended as provided therein.

“Event of Default” means any event so designated and specified in Section 801.

“Fiduciary” or *“Fiduciaries”* means the Trustee, the Registrar and any Paying Agent, or any or all of them, as may be appropriate.

“Forward Supply Contract” means any contract entered into between the Board and a supplier of Investment Securities selected by or pursuant to the direction of the Board (a *“Counterparty”*) pursuant to which the Counterparty agrees to sell to the Board (or to the Trustee on behalf of the Board) and the Board (or the Trustee on behalf of the Board) agrees to purchase specified Investment Securities on specific dates at specific purchase prices, all as established at the time of the execution and delivery of such contract and as set forth in such contract. Any amounts due and owing from the Board to the Counterparty pursuant to any Forward Supply Contract (other than the specified purchase prices of the Investment Securities set forth therein) shall be treated as current operating expenses of the Board subject to annual appropriation, and shall not constitute indebtedness of the Board.

“Government Obligations” means (i) any direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and (ii) certificates of ownership of the principal of or interest on obligations of the type described in clause (i) of this definition (a) which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System in the capacity of a custodian, (b) the owner of which certificate is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations and (c) for which the underlying obligations are held in safekeeping in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any Person claiming through the custodian, or any Person to whom the custodian may be obligated.

“Indenture” means this Trust Indenture, dated as of _____ 1, 2016, by and between the Board and the Trustee, as from time to time amended and supplemented.

["*Initial Board Funds*"] means the lawfully available funds of the Board in the amount of \$ _____, for application pursuant to Article III].

"*Interest Payment Date*" means each June 1 and December 1, commencing _____ 1, 2017.

"*Interest Sub-Account*" means the Sub-Account of that name in the Bond Payment Account established in Section 503.

"*Investment Policy*" means the Investment Policy approved by the Board, as currently in effect and as may be amended from time to time.

"*Investment Securities*" means any of the following securities authorized by law and the Investment Policy as permitted investments of Board funds at the time of purchase thereof:

- (i) Government Obligations;
- (ii) Obligations of any of the following federal agencies which obligations represent the full, faith and credit of the United States of America, including:
 - Export Import Bank
 - Farm Credit System Financial Assistance Corporation
 - Farmers Home Administration
 - General Services Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U.S. Department of Housing & Urban Development (PHA's)
 - Federal Housing Administration;
- (iii) Senior debt obligations issued by Fannie Mae or the Federal Home Loan Mortgage Corporation or senior debt obligations of other government agencies;
- (iv) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks (including the Trustee and its affiliates) which have a rating on their short term certificates of deposit on the date of purchase of no less than "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (Ratings on holding companies are not considered as the rating of the bank);
- (v) Commercial paper which is rated at the time of purchase no less than "A-1" or "A-1+" or above by S&P and "P-1" by Moody's and which matures not more than 180 days after the date of purchase;
- (vi) Investments in a money market fund which at the time of purchase is rated "AAAm" or "AAAm G" or better by S&P, including those for which the Trustee or an

affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise;

(vii) Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986 subject to the provisions of said Act and the Regulations issued thereunder. The government securities that are the subject of such repurchase agreements, unless registered or inscribed in the name of the Board, shall be purchased through banks or trust companies authorized to do business in the State of Illinois;

(viii) Pre-refunded Municipal Obligations; and

(ix) Any Forward Supply Contract;

“Letter of Representations” means the Blanket Issuer Letter of Representations dated March 15, 2002, between the Board and DTC, relating to the book entry only system for the Series 2016C Bonds described in Section 202(G).

“Outstanding” means, as of any date, all Series 2016C Bonds theretofore or thereupon being authenticated and delivered under this Indenture except:

(i) Any Series 2016C Bonds canceled by the Trustee at or prior to such date;

(ii) Series 2016C Bonds (or portions of Series 2016C Bonds) for the payment or redemption of which moneys and/or Defeasance Obligations, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or date fixed for redemption, are held in trust under this Indenture and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Series 2016C Bonds (or portions of Series 2016C Bonds) are to be redeemed, notice of such redemption shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for the giving of such notice;

(iii) Series 2016C Bonds in lieu of or in substitution for which other Series 2016C Bonds shall have been authenticated and delivered pursuant to Article II, Section 405 or Section 1106; and

(iv) Series 2016C Bonds deemed to have been paid as provided in Section 1201(B).

“Owner” means any Person who shall be the registered owner of any Series 2016C Bond or Bonds.

“Paying Agent” means the Trustee and any other bank, national banking association or trust company designated by a Designated Official as paying agent for the Series 2016C Bonds, and any successor or successors appointed by a Designated Official under this Indenture.

“Permitted Expenditures” means expenditures for capital improvement purposes, including without limitation (i) the construction and equipping of a new school building or

buildings or an addition or additions to an existing school building or buildings, (ii) the purchase of school grounds on which any new school building or an addition to an existing school building is to be constructed or located, (iii) both items (i) and (ii) of this definition, or (iv) the rehabilitation, renovation, and equipping of an existing school building or buildings. This definition may be revised to reflect any amendment of Illinois law pertaining to permitted uses of the Capital Improvement Taxes.

“*Person*” means and includes an association, unincorporated organization, a corporation, a limited liability company, a partnership, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

“*Pledged Capital Improvement Taxes*” means the Capital Improvement Taxes, in amounts each year as shall provide for the payment of the Series 2016C Bonds and the provision of not less than an additional 0.25 times such amounts in such years, and pledged under this Indenture as security for the Series 2016C Bonds.

“*Pledged Capital Improvement Taxes Account*” means the account of that name in the Debt Service Fund established in Section 503.

“*Pledged Debt Service Taxes*” means the ad valorem taxes levied against all of the taxable property in the School District without limitation as to rate or amount and pledged under this Indenture as security for the Series 2016C Bonds.

“*Pledged Debt Service Taxes Account*” means the account of that name in the Debt Service Fund established in Section 503.

“*Pre-refunded Municipal Obligations*” means any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice, and

(A) which are rated at the time of purchase, based on an irrevocable escrow account or fund, in the highest rating category of S&P and Moody’s or any successors thereto; or

(B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or Government Obligations, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the Series 2016C Bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

"Principal Sub-Account" means the Sub-Account of that name in the Bond Payment Account established in Section 503.

"Project" means the construction, acquisition and equipping of school buildings, site improvements and other real and personal property in and for the School District, all in accordance with the Capital Improvement Program.

"Project Costs" means the cost of acquisition, construction and equipping of the Project, including the cost of acquisition of all land, rights of way, property, rights, easements and interests acquired by the Board for such construction, the cost of demolishing or removing any buildings or structures on land so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved, the cost of all machinery and equipment determined to be necessary and desirable by the Board, the costs of issuance of the Series 2016C Bonds, financing charges, financial advisory fees, consultant fees, the cost of engineering and legal expenses, plans, specifications, estimates of cost and revenues and other expenses necessary or incident to determining the feasibility or practicability of constructing any portion of the Project.

"Project Fund" means the fund of that name established in Section 502.

"Rating Services" means the nationally recognized rating services, or any of them, that shall have assigned ratings to any Series 2016C Bonds Outstanding as requested by or on behalf of the Board, and which ratings are then currently in effect.

"Record Date" means, with respect to any Interest Payment Date for the Series 2016C Bonds, the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Price" means, with respect to any Series 2016C Bond, the amount payable upon the date fixed for redemption.

"Registrar" means the Trustee and any other bank, national banking association or trust company appointed by a Designated Official under this Indenture and designated as registrar for the Series 2016C Bonds, and its successor or successors.

"School District" means the school district constituted by the City of Chicago, Illinois pursuant to Article 34 of the School Code and governed by the Board.

"Senior Vice President of Finance" means the Senior Vice President of Finance (including any interim Senior Vice President of Finance) of the Board.

"Series 2016C Capitalized Interest Account" means the Account of that name established within the Debt Service Fund pursuant to the provisions of Section 504(B).

"SLGS" means United States Treasury Certificates of Indebtedness, Notes and Bonds – State and Local Government Series.

"State" means the State of Illinois.

“*Supplemental Indenture*” means any Supplemental Indenture between the Board and the Trustee authorized pursuant to Article X hereof.

“*Swap Agreement*” means any agreement between the Board and a counterparty or Swap Provider, the purpose of which is to provide to the Board an interest rate basis, cash flow basis or other basis different from that provided in the Series 2016C Bonds for the payment of interest.

“*Swap Payment*” means, with respect to each Swap Agreement, each periodic scheduled net payment owing to the Swap Provider made with respect to the notional amount identified in such Swap Agreement. For purposes of this Indenture, “Swap Payment” excludes any non-scheduled payments, including but not limited to termination payments, indemnification payments, tax gross up payments, expensed and default interest payments.

“*Swap Payment Account*” means the Account of that name in the Debt Service Fund established in Section 503.

“*Swap Payment Date*” has the meaning set forth in Section 504(E).

“*Swap Provider*” means any counterparty to a Swap Agreement.

“*Tax Agreement*” means the Tax Exemption Certificate and Agreement by and between the Board and the Trustee relating to the Series 2016C Bonds.

“*Term Bonds*” has the meaning set forth in Section 402(A).

“*Trustee*” means [_____, Chicago, Illinois, and any successor or successors appointed under this Indenture as hereinafter provided. The “designated corporate trust office” of the Trustee means 30 North LaSalle Street, 38th Floor, Chicago, Illinois 60602 or such other address as is provided by the Trustee.]

“*Trust Estate*” means the Pledged Capital Improvement Taxes, the Pledged Debt Service Taxes and all other property pledged to the Trustee pursuant to the Granting Clauses of this Indenture.

“*2016 Authorization*” means the authorization adopted by the Board pursuant to Resolution No. 16-0824-RS5 on August 24, 2016, authorizing the issuance of alternate bonds pursuant to the Act in an amount not to exceed \$935,000,000.

“*Year*” or “*year*” means a calendar year.

Section 102. Miscellaneous Definitions. As used herein, and unless the context shall otherwise indicate, the words “*Bond*,” “*Owner*” and “*Person*” shall include the plural as well as the singular number.

As used herein, the terms “*herein*,” “*hereunder*,” “*hereby*,” “*hereto*,” “*hereof*” and any similar terms refer to this Indenture.

Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs and other subdivisions of this Indenture as originally executed.

Section 103. Authority of Officers. Under this Indenture, the Vice-President of the Board may exercise all of the powers and perform all of the duties of the President of the Board in the case of the absence or disability of the President or if there be a vacancy in the office of the President. The Assistant Secretary of the Board may perform the duties of the Secretary of the Board under this Indenture in the case of the Secretary's absence or inability to act.

ARTICLE II

Authorization and Issuance of Series 2016C Bonds

Section 201. Authorization of Series 2016C Bonds. The Board shall not issue any Series 2016C Bonds under the provisions of this Indenture except in accordance with the provisions of this Article II. The total principal amount of Series 2016C Bonds that may be issued hereunder is expressly limited to \$____,000,000 (other than Series 2016C Bonds issued in lieu of or in substitution for which other Series 2016C Bonds shall have been authenticated and delivered pursuant to this Article II, Section 405 or Section 1106).

Section 202. Issuance of Series 2016C Bonds. (A) The Series 2016C Bonds in the aggregate principal amount of \$____,000,000, which shall be designated as "Dedicated Capital Improvement Tax Bonds, Series 2016C," entitled to the benefit, protection and security of this Indenture are hereby authorized and shall be issued pursuant to the authority of the Act, the 2016 Authorization and the Bond Resolution.

(B) The Series 2016C Bonds shall mature on December 1 in each year shown in the following table in the respective principal amount set forth opposite each such year and the Series 2016C Bonds maturing in each such year shall be interest at the rate per annum set forth opposite each such year in the following table.

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$. %
20__		

(C) The Series 2016C Bonds shall be issued only in fully registered form without coupons and shall be dated the date of issuance thereof. Each Series 2016C Bond shall bear interest from the Interest Payment Date to which interest has been paid as of the date on which it is authenticated or if it is authenticated prior to the first date on which interest is to be paid, from its dated date, which interest shall be payable on June 1 and December 1 of each year, commencing _____ 1, 20__, computed on the basis of a 360-day year consisting of twelve 30-day months.

(D) The Series 2016C Bonds shall be issued in Authorized Denominations and shall be numbered consecutively, but need not be authenticated or delivered in consecutive order. The Series 2016C Bonds and the Trustee's Certificate of Authentication shall be in substantially the form set forth in *Exhibit A* attached hereto and by reference made a part hereof with such variations, omissions or insertions as are required or permitted by this Indenture.

(E) The principal and Redemption Price of the Series 2016C Bonds shall be payable at the designated corporate trust office of the Trustee, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents appointed pursuant to this Indenture for the Series 2016C Bonds. Interest on the Series 2016C Bonds shall be payable by check or bank draft mailed or delivered by the Trustee to the Owners as the same appear on the registration books of the Board maintained by the Registrar as of the Record Date or, at the option of any Owner of \$1,000,000 or more in aggregate principal amount of Series 2016C Bonds, by wire transfer of immediately available funds to such bank in the continental United States as said Owner shall request in writing to the Registrar no later than the Record Date. The Series 2016C Bonds shall be payable, with respect to interest, principal and redemption premium (if any) in any coin, or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(F) The net proceeds of the Series 2016C Bonds, upon receipt, shall be applied as provided in Article III hereof.

(G) The Series 2016C Bonds shall be initially issued in the form of a single fully registered Series 2016C Bond for each maturity of the Series 2016C Bonds. Upon initial issuance, the ownership of each Series 2016C Bond shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, and except as hereinafter provided, the ownership of all of the Series 2016C Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Series 2016C Bonds registered in the name of Cede & Co., as nominee of DTC, the Board and the Trustee shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Series 2016C Bonds. Without limiting the immediately preceding sentence, the Board and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in any Series 2016C Bond, (ii) the delivery to any DTC Participant or any other Person, other than the Owner of any Series 2016C Bond, of any notice with respect to such Series 2016C Bond, including without limitation any notice of redemption or (iii) the payment to any DTC Participant or any other Person, other than the Owner of any Series 2016C Bond, of any amount with respect to the principal or Redemption Price of, or interest on, such Series 2016C Bond. Notwithstanding any other provision of this Indenture to the contrary, the Board, the Trustee and each other Paying Agent, if any, shall be entitled to treat and consider the Person in whose name each Series 2016C Bond is registered as the absolute owner of such Series 2016C Bond for the purpose of payment of the principal or Redemption Price of and interest with respect to such Series 2016C Bond, for the purpose of giving notices of redemption, for the purpose of registering transfers with respect to such Series 2016C Bond and for all other purposes whatsoever. The Trustee and each other Paying Agent, if any, shall pay all principal or Redemption Price of and interest on the Series

2016C Bonds only to or upon the order of the respective Owners thereof, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the Board's obligations with respect to payment of the principal or Redemption Price of and interest on the Series 2016C Bonds to the extent of the sum or sums so paid. No Person other than an Owner of a Series 2016C Bond shall receive a Series 2016C Bond certificate evidencing the obligation of the Board to make payments of the principal or Redemption Price of and interest on the Series 2016C Bonds pursuant to this Indenture.

The Owners of the Series 2016C Bonds have no right to the appointment or retention of a depository for the Series 2016C Bonds. DTC may resign or be removed as securities depository in accordance with its customary procedures. In the event of any such resignation or removal, the Board shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and the Trustee in writing of the appointment of such successor securities depository and transfer or cause the transfer of one or more separate Series 2016C Bond certificates to such successor securities depository or (ii) notify DTC of the availability through the Trustee of Series 2016C Bond certificates and transfer or cause the transfer of one or more separate Series 2016C Bond certificates to DTC Participants having Bonds credited to their DTC accounts. In such event, the Series 2016C Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the DTC Participants receiving Series 2016C Bonds shall designate, in accordance with the provisions of this Indenture.

The Board and DTC have executed the Letter of Representations. Notwithstanding any other provision of this Indenture, so long as DTC, or its designee, is the Owner of all Series 2016C Bonds, the arrangements referred to in the Letter of Representations shall apply to the redemption of any Series 2016C Bonds and to the payment of the principal or Redemption Price of and interest on the Series 2016C Bonds, including without limitation, that: (a) presentation of Series 2016C Bonds to the Trustee upon redemption or at maturity shall be deemed made to the Trustee when the right to exercise ownership rights in the Series 2016C Bonds through DTC or DTC's Participants is transferred by DTC on its books; and (b) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Owners of Series 2016C Bonds under this Indenture on a fractionalized basis on behalf of some or all of those Persons entitled to exercise ownership rights in the Series 2016C Bonds through DTC or DTC's Participants.

So long as the Series 2016C Bonds are registered in the name of Cede & Co., as nominee of DTC, the Trustee agrees to comply with the terms and provisions referred to in the Letter of Representations. References to Cede & Co. mean and include any other nominee required by DTC.

Section 203. Execution and Authentication. (A) The Series 2016C Bonds shall be executed in the name of the Board by the manual or facsimile signatures of its President and Secretary. In case any one or more of the officers who shall have signed any of the Series 2016C Bonds shall cease to be such officer before the Series 2016C Bonds so signed shall have been authenticated and delivered by the Trustee, such Series 2016C Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the Persons who signed

such Series 2016C Bonds had not ceased to hold such offices. Any Series 2016C Bond may be signed on behalf of the Board by such persons who at the time of the execution of such Series 2016C Bond shall hold the proper office of the Board, although at the date of such Series 2016C Bond such persons may not have been so authorized or have held such office.

(B) The Series 2016C Bonds shall bear a certificate of authentication, in the form set forth in *Exhibit A* attached hereto, executed manually by the Trustee. Only such Series 2016C Bonds as shall bear such certificate of authentication shall be entitled to any right or benefit under this Indenture, and no such Series 2016C Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any such Series 2016C Bond executed on behalf of the Board shall be conclusive evidence that the Series 2016C Bond so authenticated has been duly authenticated and delivered under this Indenture and that the Owner thereof is entitled to the benefits of this Indenture.

Section 204. Exchangeability of Series 2016C Bonds. Subject to the provisions of Section 206, any Series 2016C Bond, upon surrender at the principal office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney, may, at the option of the Owner and upon payment of any taxes, fees or charges as provided in Section 206, be exchanged for an equal aggregate principal amount of fully registered Series 2016C Bonds of the same tenor of any other Authorized Denominations.

Section 205. Negotiability, Transfer and Registration. (A) Each Series 2016C Bond shall be transferable only upon the registration books of the Board, which shall be kept for that purpose by the Registrar, by the Owner in person or by its attorney duly authorized in writing, upon surrender thereof with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney. Upon the transfer of any such Series 2016C Bond, the Board shall issue in the name of the transferee a new Series 2016C Bond or Bonds in Authorized Denominations of the same aggregate principal amount.

(B) The Board and each Fiduciary may deem and treat the person in whose name any Series 2016C Bond shall be registered upon the registration books of the Board as the absolute owner of such Series 2016C Bond, whether such Series 2016C Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on, such Series 2016C Bond and for all other purposes, and all such payments so made to any such Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Series 2016C Bond to the extent of the sum or sums so paid, and neither the Board nor any Fiduciary shall be affected by any notice to the contrary.

Section 206. Provisions with Respect to Exchanges and Transfers. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Board shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. All Series 2016C Bonds surrendered in any such exchanges shall forthwith be canceled by the Trustee. For any exchange or transfer of Series 2016C Bonds, whether temporary or definitive, the Board, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid. Neither the Trustee nor any Registrar shall be required to make any registration, transfer or exchange of any

Series 2016C Bond after such Series 2016C Bond has been called for redemption or, in the case of any proposed redemption of Series 2016C Bonds, during the 15 days next preceding the date of first giving notice of such redemption.

Section 207. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2016C Bond shall become mutilated or be destroyed, stolen or lost, the Board shall execute, and thereupon the Trustee shall authenticate and deliver, a new Series 2016C Bond of like principal amount as the Series 2016C Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Series 2016C Bond destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the Board and the Trustee that such Series 2016C Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Board and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the Board or the Trustee may prescribe and paying such expenses as the Board and Trustee may incur. All Series 2016C Bonds so surrendered to the Trustee shall be canceled by the Trustee in accordance with Section 1304 hereof. Any such new Series 2016C Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Board, whether or not the Series 2016C Bonds so alleged to be destroyed, stolen or lost shall be found at any time or be enforceable by anyone, shall be entitled to equal and proportionate benefits with all other Series 2016C Bonds issued under this Indenture and shall be equally secured by the moneys or securities held by the Trustee for the benefit of the Owners.

Section 208. Temporary Series 2016C Bonds. (A) Until the definitive Series 2016C Bonds are prepared, the Board may execute, in the same manner as is provided in Section 203, and, upon the request of the Board, the Trustee shall authenticate and deliver, in lieu of definitive Series 2016C Bonds, but subject to the same provisions, limitations and conditions as the definitive Series 2016C Bonds except as to exchangeability, one or more temporary Series 2016C Bonds substantially of the tenor of the definitive Series 2016C Bonds in lieu of which such temporary Series 2016C Bond or Bonds are issued, in Authorized Denominations, and with such omissions, insertions and variations as may be appropriate to such temporary Series 2016C Bonds. The Board shall prepare and execute and, upon the surrender of such temporary Series 2016C Bonds, the Trustee shall authenticate and, without charge to the Owner thereof, deliver in exchange therefor, definitive Series 2016C Bonds of the same aggregate principal amount as the temporary Series 2016C Bonds surrendered in Authorized Denominations. Until so exchanged, the temporary Series 2016C Bonds shall in all respects be entitled to the same benefits and security as definitive Series 2016C Bonds authenticated and issued pursuant to this Indenture.

(B) The Owner of any temporary Series 2016C Bond or Bonds may, at its option, surrender the same to the Trustee in exchange for another temporary Series 2016C Bond or Bonds of like aggregate principal amount of any Authorized Denominations, and thereupon the Board shall execute and the Trustee shall authenticate and, in exchange for the temporary Series 2016C Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in Section 206, shall deliver a temporary Series 2016C Bond or Bonds of like aggregate principal amount in such other Authorized Denominations as shall be requested by such Owner.

(C) All temporary Series 2016C Bonds surrendered in exchange either for another temporary Series 2016C Bond or Bonds or for a definitive Series 2016C Bond or Bonds shall be forthwith canceled by the Trustee.

Section 209. Delivery of Series 2016C Bonds. Upon the execution and delivery of this Indenture, the Board shall execute and deliver to the Trustee and the Trustee shall authenticate the Series 2016C Bonds to be issued in the aggregate principal amount of \$_____,000,000 and shall deliver them to or upon the order of the Board as hereinafter provided in this Section 209.

Prior to the delivery by the Trustee of any of the Series 2016C Bonds there shall be filed with the Trustee:

- (i) copies, duly certified by the Secretary of the Board, of (1) the 2015 Authorization, (2) the Bond Resolution and (3) the Investment Policy;
- (ii) original executed counterparts of this Indenture, the Escrow Agreement and the Tax Agreement;
- (iii) an Opinion of Bond Counsel as to the validity and the tax-exempt status of the interest on the Series 2016C Bonds;
- (iv) an Opinion of Counsel for the Board in form and substance satisfactory to Bond Counsel and the purchasers of the Series 2016C Bonds;
- (v) a written direction from the Board to the Trustee requesting the Trustee to authenticate and deliver the Series 2016C Bonds upon payment to the Board of the sum specified in such written direction; and
- (vi) such other instruments, documents and showings as may be required by the Board, the Trustee or Bond Counsel in connection with the issuance of the Series 2016C Bonds.

The proceeds of sale of the Series 2016C Bonds shall be paid over to the Trustee and deposited to the credit of various funds as hereinafter provided under Article III.

ARTICLE III

Application of Funds

At the time of issuance of the Series 2016C Bonds, the Board shall cause the deposit with the Trustee of (i) \$_____ (the "*Bond Proceeds*") reflecting the principal amount of \$_____ less original issue discount used in the marketing of the Series 2016C Bonds of \$_____ and net of the underwriters' discount of \$_____ and (ii) the Initial Board Funds. The Trustee shall deposit the Bond Proceeds as follows:

(1) The amount of \$_____ shall be deposited to the credit of the Series 2016C Capitalized Interest Account to be applied to the payment of certain interest to accrue on the Series 2016C Bonds as provided in Section 504(B).

(2) The amount of \$_____ shall be deposited to the credit of the Project Fund to be disbursed by the Trustee as provided in Section 502.

(3) The amount of \$_____ shall be paid to the Board as reimbursement for the prior payment of Project Costs that are Permitted Expenditures and Capital Expenditures.

[The Initial Board Funds shall be deposited to the credit of the Pledged Capital Improvement Taxes Sub-Account to be applied in accordance with Section 504(A).]

ARTICLE IV

Redemption of Series 2016C Bonds

Section 401. Optional Redemption of Series 2016C Bonds. The Series 2016C Bonds maturing on or after December 1, 20__ are subject to prior redemption at the option of the Board, in whole or in part (and if in part, in an Authorized Denomination), in such principal amounts and from such maturities as the Board shall determine and within any maturity by lot, on any date on or after December 1, 20__, at the Redemption Price of par plus accrued interest thereon to the date fixed for redemption.

Section 402. Mandatory Sinking Fund Redemption. (A) The Series 2016C Bonds maturing on December 1, 20__ are also subject to mandatory redemption prior to maturity, in part, at a Redemption Price equal to the principal amount thereof plus accrued interest, by application by the Trustee in accordance with Section 504(D) of funds on deposit to the credit of the Principal Sub-Account. Deposits shall be made into the Principal Sub-Account in amounts which will make possible the retirement by redemption of Series 2016C Bonds on December 1 of the years and in the aggregate principal amounts set forth in the following table (each constituting a sinking fund installment), as adjusted pursuant to paragraph (B) of this Section:

Redemption Dates (December 1)	Principal Amount
20__	\$
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	

(B) At its option, to be exercised on or before the 60th day next preceding any mandatory sinking fund redemption date for the Series 2016C Bonds, the Board may (i) deliver to the Trustee for cancellation Series 2016C Bonds or portions thereof in Authorized Denominations or (ii) receive a credit in respect of its mandatory sinking fund redemption obligation for such Series 2016C Bonds or portions thereof in Authorized Denominations, which prior to said date have been redeemed (otherwise than through the operation of such mandatory sinking fund redemption) and canceled by the Trustee and not theretofore applied as a credit against any mandatory sinking fund redemption obligation. Each such Series 2016C Bond or portion thereof subject to mandatory sinking fund redemption so delivered or previously redeemed shall be credited against future mandatory sinking fund redemption obligations on Series 2016C Bonds in such order as the Board shall designate, or if no such designation is made, in chronological order, the principal amount of such Series 2016C Bonds to be redeemed by operation of such mandatory redemption to be accordingly reduced.

Section 403. Redemption Procedures. (A) In the case of any redemption of Series 2016C Bonds at the option of the Board, the Board shall give written notice to the Trustee of its election or direction so to redeem, of the date fixed for redemption, and of the principal amount of the Series 2016C Bonds to be redeemed. Such notice shall be given at least 45 days prior to the specified redemption date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as in Section 404 provided, (i) there shall be paid on or prior to the specified redemption date to the Trustee an amount in cash and/or Government Obligations maturing on or before the specified redemption date which, together with other moneys, if any, available therefor held by the Trustee, will be sufficient to redeem all of the Series 2016C Bonds to be redeemed on the specified redemption date at their Redemption Price plus interest accrued and unpaid to the date fixed for redemption; such amount and moneys shall be held in a separate, segregated account for the benefit of the Owners of the Series 2016C Bonds so called for redemption, or (ii) in the case of an optional redemption pursuant to Section 401, such redemption notice given under Section 404 may state that any redemption is conditional on such funds being deposited on the redemption date, and that failure to deposit such funds shall not constitute an Event of Default under this Indenture.

(B) Whenever the Trustee is required to redeem the Series 2016C Bonds pursuant to the mandatory sinking fund provisions of Section 402, the Trustee shall select the Series 2016C Bonds to be redeemed, give the notice of redemption and pay the Redemption Price thereof, in accordance with the terms of Articles IV and V hereof, without further direction from the Board.

(C) Whenever Series 2016C Bonds are redeemed, whether pursuant to mandatory sinking fund redemption, or optional redemption, the particular Bonds or portion thereof to be redeemed shall be selected as follows: (i) any Series 2016C Bond of a denomination of more than \$100,000 shall be in the principal amount of an Authorized Denomination and (ii) in selecting portions of such Series 2016C Bonds for redemption, the Trustee shall treat each such Series 2016C Bond as representing that number of Series 2016C Bonds which is obtained by dividing the principal amount of such Series 2016C Bond to be redeemed, in part by \$100,000. No such redemption shall cause the remaining principal amount of Series 2016C Bonds of any maturity outstanding to be less than \$100,000. If all Series 2016C Bonds are held in book-entry only form, the particular Bonds or portions thereof to be redeemed shall be selected by the securities depository for the Series 2016C Bonds in such manner as such securities depository shall determine.

Section 404. Notice of Redemption. When the Trustee shall receive notice from the Board of its election to redeem Series 2016C Bonds pursuant to Section 401, and when the Trustee is required to redeem Series 2016C Bonds pursuant to Section 402, the Trustee shall give notice, in the name of the Board, of the redemption of such Series 2016C Bonds, which notice shall specify the maturities of the Series 2016C Bonds to be redeemed, the date fixed for redemption and the place or places where amounts due upon such date fixed for redemption will be payable and, if less than all of the Series 2016C Bonds of like maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Series 2016C Bonds so to be redeemed, and, in the case of Series 2016C Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state whether the redemption is conditioned upon sufficient moneys being available on the redemption date as provided in Section 403(A), or any other conditions. Such notice shall further state that on such date there shall become due and payable the Redemption Price of each Series 2016C Bond to be redeemed, or the Redemption Price of the specified portions of the principal thereof in the case of Series 2016C Bonds to be redeemed in part only, together with interest accrued to the date fixed for redemption, and that from and after such date interest thereon shall cease to accrue and be payable. The Trustee shall mail copies of such notice by first-class mail, postage prepaid, not less than 30 days and not more than 60 days before the date fixed for redemption to the Owners of the Series 2016C Bonds to be redeemed at their addresses as shown on the registration books of the Board maintained by the Registrar; provided, that if all Series 2016C Bonds are held in book-entry only form, such notice may be given pursuant to the then-existing agreement with the securities depository for the Series 2016C Bonds. The failure of the Trustee to give notice to an Owner of any Series 2016C Bond or any defect in such notice shall not affect the validity of the redemption of any other Series 2016C Bonds as to which proper notice was given.

Section 405. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 404, the Series 2016C Bonds or portions thereof so called for redemption shall become due and payable on the date fixed for redemption at the Redemption Price therein

specified and, upon presentation and surrender thereof at any place specified in such notice, such Series 2016C Bonds, or portions thereof, shall be paid at said Redemption Price, plus interest accrued and unpaid to such date. If there shall be called for redemption less than all of a Series 2016C Bond, the Board shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Series 2016C Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Series 2016C Bond so surrendered, fully registered Series 2016C Bonds in any Authorized Denominations; provided, that such exchange need not be made with respect to any Series 2016C Bonds in book-entry only form held by the Trustee pursuant to an agreement with the securities depository for the Series 2016C Bonds. If, on the date fixed for redemption, moneys for the redemption of Series 2016C Bonds or portions thereof to be redeemed, together with interest to such date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the date fixed for redemption, interest on such Series 2016C Bonds or portions thereof called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the date fixed for redemption, such Series 2016C Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE V

Revenues and Establishment of Funds and Applications Thereof

Section 501. The Pledge Effected by this Indenture. (A) There are hereby pledged for the payment of the principal and Redemption Price of, and interest on, the Series 2016C Bonds in accordance with their terms and the provisions of this Indenture, and a lien and security interest is hereby granted for such purpose, for the purposes and on the terms and conditions set forth in this Indenture, on the Trust Estate as described in the Granting Clauses hereto. There are hereby further pledged for the payment of the Swap Payments, and a lien and security interest is hereby granted for such purpose on, amounts on deposit in the Swap Payment Account on the terms and conditions set forth in this Indenture; provided, however, that the pledge of and lien on any such amounts shall be subordinate to the lien of the Series 2016C Bonds, and, to, the extent Pledged Capital Improvement Taxes are on deposit in the Swap Payment Account, subordinate to the lien of any Additional Bonds issued pursuant to Section 704.

(B) The Series 2016 Bonds are general obligations of the Board and the full faith and credit of the Board is irrevocably pledged to the punctual payment of the principal of and interest on the Series 2016C Bonds. Pursuant to Section 13 of the Act, the moneys, securities and funds hereby pledged and received by or on behalf of the Board, shall immediately be subject to the lien and pledge hereof without any physical delivery or further act, and the lien and pledge hereof shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Board, irrespective of whether such parties have notice hereof.

(C) The Series 2016C Bonds do not represent or constitute a debt of the Board within the meaning of any constitutional or any statutory limitation unless the Pledged Debt Service Taxes shall have been extended for collection, in which case the Outstanding Series 2016C Bonds shall to the extent required by law be included in the computation of indebtedness of the

Board for purposes of all statutory provisions or limitations until such time as an audit of the Board shows that the Series 2016C Bonds have been paid from the Pledged Capital Improvement Taxes for a complete fiscal year of the Board.

Section 502. Establishment of Project Fund. (A) The Project Fund is hereby established with the Trustee to be held and applied in accordance with the terms and provisions of this Indenture. There shall be paid into the Project Fund the amount required to be so paid by the provisions of Article III of this Indenture and such funds as may be deposited therein from time to time by the Board at its option.

(B) Moneys on deposit in the Project Fund may be paid to the Board from time to time for the payment or reimbursement of Project Costs that are Permitted Expenditures and Capital Expenditures, but only upon the filing by the Board with the Trustee of the following items:

(1) its requisition therefor, stating in respect of each payment to be made: (a) the name of the person, firm or corporation to whom payment is due, (b) the amount to be paid, and (c) in reasonable detail the purpose for which the obligation was incurred; and

(2) its certificate attached to the requisition certifying: (a) that obligations in the stated amounts have been incurred by the Board, and that each item thereof is (i) a proper charge against the Project Fund; (ii) is a proper Capital Expenditure; (iii) is a proper Permitted Expenditure and (iv) has not been previously paid or previously reimbursed from the Project Fund or the Escrow Account under the Escrow Deposit Agreement; (b) that there has not been filed with or served upon the Board notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable under such requisition, or if any such lien, attachment or claim has been filed or served upon the Board, that such lien, attachment or claim has been released or discharged, and (c) that such requisition contains no item representing payment on account of any retained percentages which the Board is at the date of such certificate entitled to retain.

Upon receipt of each such requisition and accompanying certificates the Trustee shall transfer from the Project Fund to the credit of a special account in the Project Fund in the name of the Board, an amount equal to the total of the amounts to be paid as set forth in such requisition, the amounts in such special account to be held solely for the payment of the obligations set forth in such requisition. In making such transfer, the Trustee may rely upon such requisition and accompanying certificates. Each such obligation shall be paid by check or wire transfer drawn on such special account to the order of the person named in and in accordance with the requisition. Moneys deposited to the credit of such special sub-account shall be deemed to be a part of the Project Fund until paid out as above provided.

(C) The Trustee shall pay from the Project Fund to the Board, upon its requisitions therefor, at one time or from time to time, a sum or sums aggregating not more than \$5,000,000, exclusive of and in addition to reimbursements paid pursuant to paragraph (B) of this Section, such sums and such reimbursements to be used by the Board as a revolving fund for the payment

of Project Costs that are both Capital Expenditures and Permitted Expenditures that cannot conveniently be paid as otherwise provided in paragraph (C) of this Section. Such revolving fund shall be reimbursed by the Trustee from time to time for such expenses so paid, by payments from the Project Fund upon requisitions of the Board accompanied by its certificate specifying the payee and the amount and particular purpose of each payment from such revolving fund for which such reimbursement is requested and certifying that each such amount so paid was necessary for the payment of an expense constituting a Project Cost, a Capital Expenditure and a Permitted Expenditure and that such expense could not conveniently be paid except from such revolving fund. In making such reimbursements the Trustee may rely upon such requisitions and accompanying certificates. The revolving fund maintained by the Board pursuant to this Section shall be held separate and apart from all other funds and accounts of the Board including, but not limited to, the General Fund and the amounts held in the revolving fund may only be used for payments to vendors for Project Costs that are both Capital Expenditures and Permitted Expenditures or for the reimbursement of the Board for prior payments to vendors of Project Costs that are both Capital Expenditures and Permitted Expenditures. Each transfer to the revolving fund maintained by the Board pursuant to this Section 502 may not exceed the aggregate amount of the vendor invoices to be paid or reimbursed with respect to the revolving fund, and may only be made after a careful review by the Board to confirm that all transfers to the revolving fund match invoiced amounts for Project Costs that are both Capital Expenditures and Permitted Expenditures.

(D) Moneys in the Project Fund shall be invested at the written direction of a Designated Official to the fullest extent practicable in Investment Securities maturing in such amounts and at such times as may be necessary to provide funds when needed to pay Project Costs or such other costs as may be required to be paid from such moneys. The Board may, and to the extent required for payments from the Project Fund shall, direct the Trustee in writing to sell any such Investment Securities at any time, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the Project Fund. Earnings received on moneys or securities in the Project Fund shall be retained therein and applied to the purposes for which moneys in the Project Fund are otherwise held.

(E) The completion, substantial completion or abandonment of the Project shall be evidenced by a certificate of an Authorized Officer of the Board, which shall be filed promptly with the Trustee, stating the date of such completion, anticipated completion or abandonment and the amount, if any, required in the opinion of the signer of such certificate for the payment of any remaining part of the Project Costs. Upon the filing of such certificate, the balance in the Project Fund in excess of the amount, if any, stated in such certificate of the Board as necessary to complete the Project shall be deposited into such accounts of the Debt Service Fund as shall be directed in such certificate.

(F) The Trustee shall rely fully on any certificate of an Authorized Officer of the Board delivered pursuant to paragraph (B) or paragraph (C) of this Section above and shall not be required to make any investigation in connection therewith.

Section 503. Establishment of Debt Service Fund and Accounts. The Debt Service Fund and the following Accounts within the Debt Service Fund are hereby established with the Trustee to be held and applied in accordance with the provisions of this Indenture:

- (i) Pledged Capital Improvement Taxes Account, consisting of (1) the Interest Deposit Sub-Account and (2) the Pledged Capital Improvement Taxes Sub-Account;
- (ii) Series 2016C Capitalized Interest Account;
- (iii) Pledged Debt Service Taxes Account;
- (iv) Bond Payment Account, consisting of (1) the Interest Sub-Account and (2) the Principal Sub-Account; and
- (v) Swap Payment Account.

Section 504. Debt Service Fund.

(A) *Pledged Capital Improvement Taxes Account.* The Trustee shall deposit to the credit of the Interest Deposit Sub-Account any payments made by Swap Providers, if any, under Swap Agreements to the extent set forth in a certificate of a Designated Official filed with the Trustee.

All Pledged Capital Improvement Taxes received by the Trustee from the Escrow Agent shall be deposited promptly upon receipt into the Pledged Capital Improvement Taxes Sub-Account as shall be necessary and sufficient to cause the amount on deposit in said Sub-Account on the Deposit Date to equal, when combined with amounts on deposit and available to be transferred by the Trustee during the then-current Bond Year from the Series 2016C Capitalized Interest Account pursuant to Section 504(B), the Annual Debt Service Requirement for such Bond Year. Once such deposit has been made, the Board shall, pursuant to Section 706(B), take such actions as are necessary to abate in full the Pledged Debt Service Taxes levied for the calendar year next preceding the calendar year of such Deposit Date. The Board shall make the deposits required pursuant to this paragraph on such earlier date as may be necessary in the future to permit the Board to make the abatement of taxes described in the preceding sentence.

In the event that on any Deposit Date there has been deposited to the credit of the Pledged Capital Improvement Taxes Sub-Account an amount, when combined with amounts available to be transferred from the Series 2016C Capitalized Interest Account as described in the preceding paragraph, insufficient to satisfy the Annual Debt Service Requirement for that Bond Year, the Board shall, pursuant to Section 706(D), take such actions as are necessary to cause the extension of the Pledged Debt Service Taxes levied for the calendar year next preceding the calendar year of such Deposit Date in an amount sufficient, when added to (i) the amount then on deposit in the Pledged Capital Improvement Taxes Sub-Account and (ii) the amounts on deposit and available to be transferred by the Trustee during the then-current Bond Year from the Series 2016C Capitalized Interest Account pursuant to Section 504(B), to provide funds sufficient to satisfy the Annual Debt Service Requirement for such Bond Year.

All amounts on deposit in the Pledged Capital Improvement Taxes Sub-Account on December 2 of each Year, following the transfers required to be made to the Bond Payment Account pursuant to paragraph (D) of this Section and the Swap Payment Account pursuant to paragraph (E) of this Section, may be withdrawn from such Sub-Account and paid to the Board free and clear of the lien of this Indenture for the purpose of the payment or the reimbursement of Capital Expenditures that are Permitted Expenditures in the same manner as moneys are requisitioned and paid from the Project Fund pursuant to Section 502.

(B) *Series 2016C Capitalized Interest Account.* Moneys on deposit in the Series 2016C Capitalized Interest Account shall be withdrawn by the Trustee on the Business Day prior to each of the following Interest Payment Dates and deposited to the credit of the Interest Sub-Account and applied to the payment of the interest due on the Series 2016C Bonds on such Interest Payment Dates in the amounts as follows:

<u>Interest Payment Date</u>	<u>Amount of Interest to be Paid</u>
_____ 1, 20__	\$
_____ 1, 20__	
_____ 1, 20__	

Any amount remaining in the Series 2016C Capitalized Interest Account on December 2, 20__, shall be withdrawn therefrom and, at the direction of the Board, be deposited into (i) the Project Fund for application in accordance with Section 502 or (ii) the Interest Sub-Account of the Bond Payment Account and applied to the payment of the next interest to become due on the Series 2016C Bonds.

(C) *Pledged Debt Service Taxes Account.* As described in Section 706(A), the Board has directed the County Collectors to deposit all collections of the Pledged Debt Service Taxes, if and when extended for collection, directly with the Trustee for application in accordance with the provisions of this Indenture. All Pledged Debt Service Taxes received by the Trustee shall be (i) deposited promptly upon receipt into the Pledged Debt Service Taxes Account and (ii) applied to the payment of the interest on and principal of the Series 2016C Bonds due during the Year in which said Pledged Taxes are collected. All amounts remaining in the Pledged Debt Service Taxes Account on December 2 of any Year shall be transferred to the Board and the Board shall deposit such moneys into the Educational Fund of the Board and apply such moneys to the abatement of the first Educational Fund tax levy for which the County Clerks will accept an abatement.

(D) *Bond Payment Account.* The Trustee shall deposit to the credit of the Interest Sub-Account (i) amounts transferred from the Series 2016C Capitalized Interest Account as required by paragraph (B) of this Section and (ii) any amounts directed by the Board to be deposited into such Sub-Account. The Trustee shall also transfer, from time to time, to the credit of the Interest Sub-Account all other amounts so directed by the Board to be transferred into such Sub-Account.

There shall be transferred *first* from moneys on deposit in the Pledged Debt Service Taxes Account, *second* from moneys on deposit in the Interest Deposit Sub-Account and *third*

from moneys on deposit in the Pledged Capital Improvement Taxes Sub-Account: (i) *first*, to the Interest Sub-Account on or before each Interest Payment Date for any of the Outstanding Series 2016C Bonds, the amount required for the interest payable on such date, less the amount then on deposit in the Interest Sub-Account and available for such payment and (ii) *second*, to the Principal Sub-Account on or before each December 1 on which Bonds mature or are subject to mandatory sinking fund redemption pursuant to Section 402 hereof, the amount required for the payment of the principal or the principal portion of the Redemption Price of such Series 2016C Bonds then to be paid or redeemed less the amount then on deposit in the Principal Sub-Account and available for such payment.

The Trustee shall pay to the respective Paying Agents in immediately available funds on or before each date on which interest or principal is due on the Series 2016C Bonds the respective amounts on deposit in the Interest Sub-Account and the Principal Sub-Account described in clauses (i) and (ii) above necessary to pay such debt service. Such amounts shall be paid to the Owners of the Outstanding Series 2016C Bonds by the Paying Agents for the aforesaid purposes on the due dates thereof.

(E) *Swap Payment Account.* After deducting the amount then required to be transferred to the Principal Sub-Account and provided the Board is not in default with respect to the payment of interest on the Series 2016C Bonds, there shall be transferred into the Swap Payment Account on each June 1 and December 1, or such other dates specified in the relevant Swap Agreements which the Board shall identify in a written notice delivered to the Trustee (each, a “*Swap Payment Date*”), first from moneys on deposit in the Pledged Debt Service Taxes Account, second from moneys on deposit in the Interest Deposit Sub-Account, and third from the Pledged Capital Improvement Taxes Sub-Account, an amount equal to the sum of the Swap Payment then owing under such Swap Agreement on such Swap Payment Date. The Trustee shall pay each Swap Provider on each Swap Payment Date from amounts then on deposit in the Swap Payment Account pursuant to payment instructions specified in the relevant Swap Agreements and provided to the Trustee and the Board by such Swap Provider. On or prior to December 1, 2016 and each December 1 thereafter, the Board shall provide the Trustee with written notice of the amount of each Swap Payment owing to such Swap Provider on each Swap Payment Date for the succeeding Bond Year. The Board shall promptly notify the Trustee in writing if the amount of any Swap Payments shall change from the amounts identified in such notice. Notwithstanding anything in this Indenture to the contrary, all payments of Swap Payments to be paid from Pledged Debt Service Taxes shall be subordinate to the payment of principal of and interest on the Series 2016C Bonds and all payments of Swap Payments to be paid from Pledged Capital Improvement Taxes shall be subordinate to the payment of principal of and interest on the Series 2016C Bonds and any Additional Bonds.

(F) *Board Payments to Cure Deficiencies.* If on any Interest Payment Date the amount held in the Interest Sub-Account is less than the interest payable on the Outstanding Series 2016C Bonds on such Interest Payment Date, then the Board shall immediately pay over to the Trustee for deposit to the credit of the Interest Sub-Account, the sum required to cure such deficiency. If on any December 1, the amount held in the Principal Sub-Account is less than the amount required to pay the principal amount of Outstanding Series 2016C Bonds maturing on that December 1 or the principal portion of the Redemption Price of Outstanding Series 2016C Bonds required to be redeemed on that December 1 by the application of sinking fund

installments pursuant to Section 402, then the Board shall immediately pay over to the Trustee for deposit to the credit of the Principal Sub-Account, the sum required to cure such deficiency. If on any Swap Payment Date (as defined in subsection (E) of this Section) the amount held in the Swap Payment Account is less than the Swap Payments then owing under the Swap Agreements, then the Board shall immediately pay over to the Trustee for deposit to the credit Swap Payment Account, the sum required to cure such deficiency.

Section 505. Purchase of Term Bonds for Cancellation. On or before the 60th day next preceding any mandatory sinking fund redemption date for the Series 2016C Bonds, at the written direction of the Senior Vice President of Finance, moneys held in the Pledged Capital Improvement Taxes Account or the Pledged Debt Service Taxes Account for the mandatory sinking fund redemption of Series 2016C Bonds on such date may be applied to the purchase of Series 2016C Bonds subject to mandatory sinking fund redemption on such date in a principal amount not exceeding the principal amount of Series 2016C Bonds subject to mandatory redemption on such date. Series 2016C Bonds so purchased shall be delivered to the Trustee and canceled. Each such Series 2016C Bond or portion thereof so purchased, delivered and canceled shall be credited against the mandatory sinking fund redemption obligation of the Board on such date.

The purchase price paid by the Trustee (excluding accrued interest but including any brokerage or other charges) for any Series 2016C Bond shall not exceed the principal amount of the Series 2016C Bond and shall be paid first from the Pledged Debt Service Taxes Account, to the extent of any amount then held therein, and then from the Pledged Capital Improvement Taxes Sub-Account.

Subject to the limitations set forth in this Section, the provisions of any Forward Supply Contract relating to the investment of moneys in the Debt Service Fund, and to the further requirement that no Series 2016C Bond may be purchased during any period in which the aggregate sum held in the Debt Service Fund is less than the principal of and interest on the Series 2016C Bonds to become due on or prior to the next December 1, the Trustee shall purchase Series 2016C Bonds at such times, for such prices, in such amounts and in such manner (whether after advertisement for tenders or otherwise) as directed in writing by the Senior Vice President of Finance of the Board.

Accrued interest on the Series 2016C Bonds purchased pursuant to this Section shall be paid first from the Pledged Debt Service Taxes Account, to the extent of any amount then held therein, and then from the Pledged Capital Improvement Taxes Account.

ARTICLE VI

Investment of Funds and Swap Agreements

Section 601. Investment of Moneys. (A) Moneys held in the several Accounts and Sub-Accounts of the Debt Service Fund shall be invested and reinvested by the Trustee at the written direction of a Designated Official in Investment Securities within the parameters of this Indenture and the Investment Policy which mature no later than necessary to provide moneys

when needed for payments to be made from such Fund or Account. The Trustee may conclusively rely upon the Designated Official's written instructions as to both the suitability and legality of the directed investments. Ratings of Investment Securities shall be determined at the time of purchase of such Investment Securities. In the absence of written investment instructions from the Board, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested in Investment Securities, but shall immediately notify the Board in the event moneys are being held uninvested hereunder. Nothing contained in this Indenture shall be construed to prevent such Designated Official from directing the Trustee to make any such investments or reinvestments through the use of a Forward Supply Contract, to the extent permitted by Illinois law and the Investment Policy, and the Trustee shall comply with the terms and provisions of any such Forward Supply Contract. The Trustee may make any and all such investments through its trust department or the bond department of any bank (including the Trustee) or trust company under common control with the Trustee. The Board has provided a certified copy of the Investment Policy to the Trustee in connection with the initial delivery of the Series 2016C Bonds and the Board covenants and agrees to provide to the Trustee in a timely fashion any amendments to or revisions of such Investment Policy. The Trustee shall be entitled to conclusively rely on the Investment Policy provided to it by the Board as the Investment Policy in effect at the time any investment is made. All investment income shall be retained in the Fund or Account to which the investment is credited from which such income is derived.

(B) All investments made under this Indenture shall be consistent with the expectations expressed in the Tax Agreement.

(C) The Trustee may trade with itself in the purchase and sale of securities for such investment. The Trustee shall not be liable or responsible for the performance or adverse consequences of any investment made pursuant to this Section. Although the Board recognizes that they may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Board hereby agrees that confirmations of Investment Securities are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 602. Valuation and Sale of Investments. (A) Investment Securities in any Fund, Account or Sub-Account created under the provisions of this Indenture shall be deemed at all times to be part of such Fund, Account or Sub-Account and any profit realized from the liquidation of such investment shall be credited to such Fund, Account or Sub-Account and any loss resulting from liquidation of such investment shall be charged to such Fund, Account or Sub-Account.

(B) Valuations of Investment Securities held in the Funds, Accounts and Sub-Accounts established hereunder shall be made by the Trustee as often as may be necessary or requested by the Board to determine the amounts held therein. In computing the amounts in such Funds, Accounts and Sub-Accounts, Investment Securities therein shall be valued as provided in paragraph (C) of this Section 602.

(C) The value of Investment Securities shall mean the fair market value thereof, provided, however, that all SLGS shall be valued at par and those obligations which are

redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable.

(D) Except as otherwise provided in this Indenture, the Trustee at the written direction of a Designated Official shall sell at the best price reasonably obtainable, or present for redemption, any Investment Securities held in any Fund, Account or Sub-Account held by the Trustee whenever it shall be necessary to provide moneys to meet any payment or transfer from such Fund, Account or Sub-Account as the case may be.

Section 603. Swap Agreements. With respect to the Series 2016C Bonds, the Board may enter into one or more of the agreements authorized by Section 7 of the Bond Authorization Act, 30 Illinois Compiled Statutes 305. The Board may designate any such agreement as a Swap Agreement by filing with the Trustee (i) an executed counterpart of such agreement and (ii) a written notice that such agreement has been designated as a Swap Agreement for the purposes of this Indenture. Each Swap Payment under a Swap Agreement shall be payable from the Swap Payment Account. The stated notional amount under all such Swap Agreements shall not in the aggregate exceed the then outstanding principal amount of the Series 2016C Bonds (net of offsetting Swap Agreements). Each Swap Agreement shall satisfy the following conditions precedent: (i) each Rating Service (if such Rating Service also rates the unsecured obligations of the proposed Swap Provider or any Person who guarantees the obligations of the Swap Provider under the Swap Agreement) shall have assigned the unsecured obligations of the Swap Provider or such guarantor, as of the date the Swap Agreement is entered into, a rating that is equal or higher than the rating then assigned to the Outstanding Series 2016C Bonds by such Rating Service, and (ii) the Board shall have notified each Rating Service (whether or not such Rating Service also rates the unsecured obligations of the Swap Provider or its guarantor, if any, under the Swap Agreement) in writing, at least fifteen (15) days prior to executing and delivering the Swap Agreement of its intention to enter into the Swap Agreement and has received from such Rating Service a written indication that the entering into the Swap Agreement by the Board will not in and of itself cause a reduction or withdrawal by such Rating Service of its unenhanced rating on the Outstanding Series 2016C Bonds.

ARTICLE VII

Particular Covenants and Representations of the Board

Section 701. Payment of Series 2016C Bonds. (A) The Board covenants and agrees that it will pay or cause payment to be made of the principal of every Outstanding Series 2016C Bond and the interest thereon, at the places, on the dates and in the manner provided in this Indenture and in the Series 2016C Bonds.

(B) Once issued, the Series 2016C Bonds shall be at all times an Outstanding general obligation of the Board, for the payment of which its full faith and credit are pledged, and shall be payable from, in addition to the Pledged Capital Improvement Taxes, the Pledged Debt Service Taxes, as described herein.

(C) If the maturity of any Series 2016C Bond or installment of interest shall be extended pursuant to the written consent of the Owner thereof, such Series 2016C Bond or installment of interest shall not be entitled, in case of any default under this Indenture, to the benefit of this Indenture or to payment out of the Trust Estate (except moneys held in trust for the payment of such Series 2016C Bond or installment of interest) until the prior payment of the principal of all Series 2016C Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Series 2016C Bonds as shall not be represented by such extended claims for interest.

Section 702. Further Assurance. At any and all times the Board shall, as far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further indentures, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming, all and singular, the rights, and the Pledged Capital Improvement Taxes, the Pledged Debt Service Taxes and other moneys, securities and funds hereby pledged or assigned, or which the Board may become bound to pledge or assign.

Section 703. Power to Issue Series 2016C Bonds and Pledge Trust Estate. The Board is duly authorized under all applicable laws to issue the Series 2016C Bonds, to execute and deliver this Indenture, to pledge the Pledged Capital Improvement Taxes, the Pledged Debt Service Taxes and other moneys, securities and funds pledged by this Indenture and to grant the lien and security interest granted by this Indenture thereon in the manner and to the extent provided in this Indenture. Except as provided in Section 704(B) with respect to future parity pledges of the Pledged Capital Improvement Taxes, the Pledged Debt Service Taxes and the Pledged Capital Improvement Taxes and other moneys, securities and funds so pledged, and subject to such liens, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created by this Indenture, and all action on the part of the Board to that end has been and will be duly and validly taken. The Series 2016C Bonds and the provisions of this Indenture are and will be valid and legally enforceable obligations of the Board in accordance with their terms and the terms of this Indenture, except to the extent enforceability may be limited by bankruptcy, insolvency and other laws affecting conditions, rights or remedies and the availability of equitable remedies generally. The Board covenants that upon the date of issuance of any of the Series 2016C Bonds, all conditions, acts and things required by the Constitution and laws of the State of Illinois and this Indenture to exist, to have happened and to have been performed precedent to or in the issuance of such Series 2016C Bonds shall exist, have happened and have been performed. The Board shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of and lien on and security interest in the Pledged Capital Improvement Taxes, Pledged Debt Service Taxes and other moneys, securities and funds pledged under this Indenture and all the rights of the Owners in and to such Pledged Capital Improvement Taxes, the Pledged Debt Service Taxes and other moneys, securities and funds pledged under this Indenture against all claims and demands.

Section 704. Indebtedness and Liens. (A) Except as provided in paragraphs (B) and (C) of this Section 704, the Board shall not hereafter issue any bonds or other evidences of indebtedness, other than the Series 2016C Bonds, which are secured by a pledge of or lien on the Pledged Capital Improvement Taxes, the Pledged Debt Service Taxes or the moneys, securities

or funds held or set aside by the Board or by the Trustee under this Indenture, and shall not, except as expressly authorized in this Indenture, create or cause to be created any lien or charge on the Pledged Capital Improvement Taxes, the Pledged Debt Service Taxes or such moneys, securities or funds.

(B) The Board reserves the right to issue Additional Bonds from time to time payable from (i) all or any portion of the Capital Improvement Taxes or (ii) any other source of payment which may be pledged under the Act, and any such Additional Bonds shall share ratably and equally in the Capital Improvement Taxes with the Series 2016C Bonds; provided, however, that no Additional Bonds shall be issued except in accordance with the provisions of the Act as in existence on the date of issuance of the Additional Bonds.

(C) The Board reserves the right to issue bonds payable from Capital Improvement Taxes provided that any application in any year of Capital Improvement Taxes to pay such bonds shall be junior and subordinate to the pledge of, lien on and security interest in the Capital Improvement Taxes securing the payment of the Series 2016C Bonds and any Additional Bonds.

Section 705. Covenants Regarding Pledged Capital Improvement Taxes. (A) Pursuant to the Escrow Agreement, the Board has executed and delivered a written direction to each of the County Collectors to deposit all collections of the Capital Improvement Taxes in each Year, directly with the Escrow Agent for application in accordance with the provisions of the Escrow Agreement. So long as any of the Series 2016C Bonds remain Outstanding, the Board will not agree to amend or supplement the Escrow Agreement so as to authorize the modification or amendment of such direction, except for such modifications or amendments as may be (i) necessitated by changes in State law or (ii) necessary in connection with the issuance of Additional Bonds; *provided*, that no such modification or amendment shall provide for the deposit with the Escrow Agent of less than all of the Capital Improvement Taxes to be paid to the Board during any Year.

(B) Pursuant to Section 15(e) of the Act the Board hereby covenants, so long as there are any Outstanding Series 2016C Bonds, to provide for, collect and apply the Pledged Capital Improvement Taxes to the payment of the Series 2016C Bonds and any Additional Bonds and the provision of not less than an additional .25 times debt service on the Series 2016C Bonds and any Additional Bonds.

(C) The Board will take all actions necessary to cause (i) the annual levy and extension of the Capital Improvement Tax for collection on a timely basis in an annual amount not less than the amount required to satisfy the covenant in Section 705(B) and (ii) Capital Improvement Taxes, when collected, to be deposited directly with the Escrow Agent for application in accordance with the Escrow Agreement. The Board and its officers will comply with all present and future applicable laws in order to assure that the Capital Improvement Tax is levied annually and that the Capital Improvement Taxes are collected and paid to the Escrow Agent for application in accordance with the Escrow Agreement.

Section 706. Covenants Regarding Pledged Debt Service Taxes. (A) The Board has directed the County Collectors to deposit all collections of the Pledged Debt Service Taxes, if and when extended for collection, directly with the Trustee for application in accordance with

the provisions of this Indenture. As long as any of the Series 2016C Bonds remain Outstanding, the Board will not modify or amend such deposit direction, except for such modifications or amendments as may be necessitated by changes in State law, procedures, rules or regulations thereunder with respect to the collection and distribution of ad valorem property taxes; provided that no such modification or amendment shall provide for the deposit with the Trustee of less than all of the Pledged Debt Service Taxes to be collected in any Year. The Board shall deliver an executed copy of any modification or amendment to such deposit direction permitted by the preceding sentence to the Trustee at the same time such modification or amendment is provided to the County Collectors.

(B) As described in Section 504(A) hereof, the Board shall direct such abatement of the Pledged Taxes in whole or in part as may be required by said Section, and proper notification of any such abatement shall be filed with (i) the County Clerks, in a timely manner to effect such abatement, and (ii) the County Collectors, so as to advise such officers of the amount of the Pledged Debt Service Taxes to be extended for the relevant levy year.

(C) As long as there are any Outstanding Series 2016C Bonds, the Board and its officers will comply with all present and future applicable laws in order to assure that the Pledged Debt Service Taxes may be levied and extended and collected and deposited to the Pledged Taxes Account as described herein.

(D) In furtherance of the general obligation, full faith and credit promise of the Board to pay the principal and Redemption Price of and interest on the Series 2016C Bonds, as described in Section 701(A), and in furtherance of the covenant of the Board to pay the Swap Payments, the Board will take all actions necessary to (i) cause the levy and extension of Pledged Debt Service Taxes, including any Pledged Debt Service Taxes required to be levied in excess of those levied pursuant to the Bond Resolution, for collection on a timely basis to make all such payments and (ii) to cause such Pledged Debt Service Taxes when extended for collection to be deposited directly with the Trustee for application pursuant to this Indenture.

Section 707. Accounts and Reports. The Board shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Pledged Capital Improvement Taxes, the Pledged Debt Service Taxes and the Funds, Accounts and Sub-Accounts established by this Indenture, and which, together with all other books and financial records of the Board, shall at all reasonable times be available for the inspection of the Trustee and the Owners of not less than twenty five percent in aggregate principal amount of Outstanding Series 2016C Bonds or their representatives duly authorized in writing.

Section 708. Tax Covenants. The Board shall not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on any Series 2016C Bond to become subject to federal income taxes in addition to federal income taxes to which interest on such Series 2016C Bond is subject on the date of original issuance thereof.

The Board shall not permit any of the proceeds of the Series 2016C Bonds, or any facilities financed with such proceeds, to be used in any manner that would cause any Series 2016C Bond to constitute a "*private activity bond*" within the meaning of Section 141 of the

Code. The Board shall not permit any of the proceeds of the Series 2016C Bonds or other moneys to be invested in any manner that would cause any Series 2016C Bond to constitute an “*arbitrage bond*” within the meaning of Section 148 of the Code or a “*hedge bond*” within the meaning of Section 149(g) of the Code. The Board shall comply with the provisions of Section 148(f) of the Code relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

ARTICLE VIII

Defaults and Remedies of Owners

Section 801. Events of Default. Each of the following events is hereby declared to be an “*Event of Default*”:

(A) If a default shall occur in the due and punctual payment of interest on any Series 2016C Bond when and as such interest shall become due and payable;

(B) If a default shall occur in the due and punctual payment of the principal or Redemption Price of any Series 2016C Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;

(C) If a default (other than a default resulting from an action described in Section 801(D) or Section 801(E)) shall occur in the performance or observance by the Board of any other of the covenants, agreements or conditions in this Indenture or in the Series 2016C Bonds contained, and such default shall continue for a period of 60 days after written notice thereof to the Board by the Trustee or after written notice thereof to the Board and to the Trustee by the Owners of not less than a majority in aggregate principal amount of the Outstanding Series 2016C Bonds, provided that if the nature of the default is such that it cannot be cured within the 60 day period but can be cured within a longer period, no event of default shall occur if the Board institutes corrective action within the 60 day period and diligently pursues such action until the default is corrected (provided such default is correctable);

(D) If the Board shall modify or amend the deposit direction described in Section 705(A) in a manner contrary to the provisions of Section 705(A);

(E) If the Board shall modify or amend the deposit direction described in Section 706(A) in a manner contrary to the provisions of Section 706(A); or

(F) If the Board shall file a petition seeking a composition of indebtedness under the federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State.

Section 802. Proceedings Brought by Trustee. (A) If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon identical written request of the Owners of not less than a majority in aggregate principal amount of the Series 2016C Bonds Outstanding and upon being

indemnified to its satisfaction shall proceed, to protect and enforce its rights and the rights of the Owners of the Series 2016C Bonds under the Series 2016C Bonds on this Indenture forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the Board as if the Board were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Indenture or enforcing any of the rights on interests of the Owner of the Series 2016C Bonds under the Series 2016C Bonds on this Indenture.

(B) All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the Series 2016C Bonds or the production thereof in any suit or other proceeding, and any such suit or other proceeding instituted by the Trustee shall be brought in its name.

(C) All actions against the Board under this Indenture shall be brought in a state or federal court located in the State.

(D) The Owners of not less than a majority in aggregate principal amount of the Series 2016C Bonds at the time Outstanding may direct the time, method and place of conducting any proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for the enforcement of any remedy available to the Trustee, or for the exercise of any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Owners not parties to such direction.

(E) Upon commencing any suit at law or in equity or upon commencement of other judicial proceedings by the Trustee to enforce any right under this Indenture, the Trustee shall be entitled to exercise any and all rights and powers conferred in this Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

(F) Regardless of the happening of an Event of Default, the Trustee shall have power, but unless requested in writing by the Owners of a majority in aggregate principal amount of the Series 2016C Bonds then Outstanding and furnished with reasonable security and indemnity, shall be under no obligation to institute and maintain such suits and proceedings as may be necessary or expedient to prevent any impairment of the security under this Indenture and to preserve or protect its interests and the interest of the Owners.

(G) During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, funds, Pledged Capital Improvement Taxes and Pledged Debt Service Taxes and the income therefrom (other than any amounts not constituting part of the Trust Estate) as follows and in the following order:

(i) To the payment of the reasonable and proper charges and expenses of the Trustee, including the reasonable fees and expenses of counsel employed by it;

(ii) To the payment of the principal of, Redemption Price and interest on the Series 2016C Bonds then due, as follows:

First: to the payment to the Persons entitled thereto of all installments of interest then due on the Series 2016C Bonds in the order of the maturity of such installments, together with accrued and unpaid interest on the Series 2016C Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments of interest maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference; and

Second: to the payment to the Persons entitled thereto of the unpaid principal or Redemption Price of any Series 2016C Bonds which shall have become due, whether at maturity or by call for redemption and, if the amount available shall not be sufficient to pay in full all the Series 2016C Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the Persons entitled thereto, without any discrimination or preference; and

(iii) To the payment of Swap Payments.

(H) If and whenever all overdue installments of principal and Redemption Price of and interest on all Series 2016C Bonds, together with the reasonable and proper charges and expenses of the Trustee, and all other overdue sums payable by the Board under this Indenture, including the overdue principal and Redemption Price of and accrued unpaid interest on all Series 2016C Bonds held by or for the account of the Board, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under this Indenture or the Series 2016C Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the Board all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of this Indenture to be deposited or pledged, with the Trustee), and thereupon the Board, the Trustee and the Owners shall be restored, respectively, to their former positions and rights under this Indenture. No such payment to the Board by the Trustee nor such restoration of the Board and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

(I) Whenever moneys are to be applied pursuant to the provisions of this Section, the Trustee may, in its discretion, establish and maintain a reserve for future fees and expenses, and may apply moneys to be distributed at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix a date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates, and for which moneys are available, shall cease to accrue. The Trustee shall also select a Record Date for such payment date. The Trustee shall give such notice as it may deem appropriate of the deposit with

it of any moneys and of the fixing of any such Record Date and payment date, and shall not be required to make payment to the holder of any Series 2016C Bond until such Series 2016C Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 803. Restriction on Owners' Actions. (A) No Owner of any Series 2016C Bond shall have any right to institute any suit or proceeding at law or in equity for the enforcement or violation of any provision of this Indenture or the execution of any trust under this Indenture or for any remedy under this Indenture, unless such Owner shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article, and the Owners of at least a majority in aggregate principal amount of the Series 2016C Bonds then Outstanding shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity either to exercise the powers granted in this Indenture or by the laws of the State or to institute such suit or proceeding in its own name, and unless such Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or failed to comply with such request within 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Owners of Series 2016C Bonds shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the pledge created by this Indenture or to enforce any right under this Indenture, except in the manner herein provided; and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner provided in this Indenture and for the equal benefit of all Owners of the Outstanding Series 2016C Bonds.

(B) Nothing in this Indenture or in the Series 2016C Bonds contained shall affect or impair the general obligation of the Board to pay at the respective dates of maturity and places therein expressed the principal of and interest on the Series 2016C Bonds to the respective Owners thereof, or affect or impair the right of action of any Owner to enforce such payment of its Series 2016C Bond from the sources provided herein.

Section 804. Remedies Conferred By the Act. The Board and the Trustee each acknowledge that Section 15(e) of the Act provides that all covenants of the Board relating to the issuance of the Series 2016C Bonds as Alternate Bonds pursuant to Section 15 of the Act and the conditions and obligations imposed by said Section 15 are enforceable by any Owner of the Series 2016C Bonds, any taxpayer of the Board and the people of the State acting through the Attorney General of the State or any designee, and in the event that any such action results in an order finding that the Board has not properly collected and applied the Pledged Capital Improvement Taxes as required by the Act, the plaintiff in any such action shall be awarded reasonable attorneys' fees.

Section 805. Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute on or after the date of the execution and delivery of this Indenture.

Section 806. Effect of Waiver and Other Circumstances. (A) No delay or omission of the Trustee or any Owner to exercise any right or power arising upon the happening

of an Event of Default shall impair, any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein.

(B) The Owners of not less than two-thirds in aggregate principal amount of the Series 2016C Bonds at the time Outstanding, or their attorneys-in-fact duly authorized, may, on behalf of the Owners of all of the Series 2016C Bonds, waive any past default under this Indenture and its consequences, except a default in the payment of interest on or principal or Redemption Price of any of the Series 2016C Bonds when due. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

ARTICLE IX

Regarding the Fiduciaries

Section 901. Trustee; Appointment and Acceptance of Duties. The Trustee hereby accepts and agrees to the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the Board agrees and the respective Owners of the Series 2016C Bonds, by their purchase and acceptance thereof agree. Except during the continuance of an Event of Default, the Trustee undertakes such duties and only such duties as are specifically set forth in this Indenture, and no implied duties shall be read into this Indenture against the Trustee.

Section 902. Paying Agents; Appointment and Acceptance of Duties. (A) The Trustee is hereby appointed Paying Agent for the Series 2016C Bonds. The Board may at any time or from time to time appoint one or more other Paying Agents having the qualifications set forth in Section 914 for a successor Paying Agent.

(B) The Trustee hereby accepts the duties and obligations imposed upon it as Paying Agent by this Indenture. Each other Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Board and to the Trustee a written acceptance thereof.

(C) Unless otherwise provided, the principal or corporate trust offices of the Paying Agents are designated as the respective offices or agencies of the Board for the payment of the principal or Redemption Price of the Series 2016C Bonds.

Section 903. Registrar; Appointment and Acceptance of Duties. (A) The Trustee is hereby appointed Registrar for the Series 2016C Bonds. The Board may at any time or from time to time appoint one or more other Registrars having the qualifications set forth in Section 915 for a successor Registrar.

(B) The Trustee hereby accepts the duties and obligations imposed upon it as Registrar by this Indenture. Each other Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Board and to the Trustee a written acceptance thereof.

Section 904. Responsibilities of Fiduciaries. (A) The recitals of fact herein and in the Series 2016C Bonds contained shall be taken as the statements of the Board and no Fiduciary

assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Indenture or of any Series 2016C Bonds issued hereunder or as to the security afforded by this Indenture, and no Fiduciary shall incur any liability in respect thereof. The Trustee shall, however, be responsible for any representation contained in its authentication certificate on the Series 2016C Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the Board or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of paragraph (B) of this Section, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

(B) In case an Event of Default has occurred and has not been remedied, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section.

(C) The Trustee is under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Owners of the Series 2016C Bonds unless such Owners have offered to the Trustee security or indemnity satisfactory to the Trustee as to its terms, coverage, duration, amount and otherwise with respect to the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction, and the provision of such indemnity shall be mandatory for any remedy taken upon direction of the holders of 25% in aggregate principal amount of the Series 2016C Bonds.

(D) The Trustee is not required to make any inquiry or investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Trustee determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the Board, in person or by agent or attorney.

(E) The Trustee may execute any of its trusts or powers or perform any duties under this Indenture either directly or by or through agents or attorneys, and may in all cases pay, subject to reimbursement as provided in Section 906, such reasonable compensation as it deems proper to all such agents and attorneys reasonably employed or retained by it, and the Trustee shall not be responsible for any misconduct or negligence of any agent or attorney appointed with due care by it.

(F) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(G) Notwithstanding the effective date of this Indenture or anything to the contrary in this Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Indenture which occurs prior to the date the Trustee formally executes this Indenture and commences acting as Trustee hereunder.

(H) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Series 2016C Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Series 2016C Bonds.

(I) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(J) The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Board shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions and containing specimen signatures of such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Board elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Board agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by the Board; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 905. Evidence on Which Fiduciaries May Act. (A) Each Fiduciary shall be protected in acting or the refraining from acting upon any notice, resolution, request, consent, order, certificate, report, opinion (including a Counsel's Opinion), bond or other paper or document furnished to it pursuant to and conforming to the requirements of this Indenture, and believed by it to be genuine and to have been signed or presented by the proper party or parties.

(B) Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter (unless this Indenture specifically requires other evidence thereof) may be deemed to be

conclusively proved and established by a certificate of a Designated Official, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(C) Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished by the Board to any Fiduciary shall be sufficiently executed if signed by a Designated Official.

(D) The Trustee may consult with Counsel and the written advice of such Counsel or an opinion of Counsel shall be full and complete authorization and protection for any action taken, suffered or omitted by it in good faith and in accordance with such advice or opinion.

(E) In the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Owners of Series 2016C Bonds, each representing less than a majority in aggregate principal amount of the Series 2016C Bonds Outstanding, pursuant to the provision of this Indenture, the Trustee, in its sole discretion, may determine what actions, if any, shall be taken.

Section 906. Compensation; Indemnification. Each Fiduciary shall be entitled to payment and/or reimbursement for reasonable fees and for its services rendered hereunder and all advances, counsel fees and other expenses reasonably made or incurred by such Fiduciary in connection with such services and in connection with entering into this Indenture; provided, any such fees and expenses are incurred in connection with actions that are customarily taken in the administration of an estate substantially similar to the estate established by this Indenture. Upon an Event of Default, but only upon an Event of Default, each Fiduciary shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Series 2016C Bond for the foregoing advances, fees, costs and expenses incurred. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

If the Trustee renders any service hereunder not provided for in this Indenture, or the Trustee is made a party to or intervenes in any litigation pertaining to this Indenture or institutes interpleader proceedings relative hereto, the Trustee shall be compensated reasonably by the Board for such extraordinary services and reimbursed for any and all reasonable expenses, including out-of-pocket and incidental expenses and legal fees and expenses occasioned thereby in accordance with the reasonable and customary administration of this Indenture, if notified in writing prior to the performance of those services or incurring such reasonable expenses so as to allow the Board to appropriate sufficient funds for their payment and; provided, that such compensation, fees and expenses do not result from negligence or willful misconduct on the part of the Trustee.

Section 907. Certain Permitted Acts. Any Fiduciary may become the Owner of any Series 2016C Bonds, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to

protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Series 2016C Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority in aggregate principal amount of the Series 2016C Bonds then Outstanding.

Section 908. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving not less than 60 days written notice to the Board, all Owners of the Series 2016C Bonds and the other Fiduciaries, and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed by the Board or the Owners as provided in Section 910 and accepted such appointment, in which event such resignation shall take effect immediately on the acceptance of such appointment by such successor whether or not the date specified for such resignation to take effect has arrived. If a successor Trustee shall not have been appointed and accepted such appointment within a period of 60 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 910.

Section 909. Removal of Trustee; Consent of Owners. The Trustee may be removed at any time by an instrument in writing approved by and executed in the name of the Board and delivered to the Trustee; provided, however, that if an Event of Default shall have occurred and be continuing, the Trustee may be so removed by the Board only with the written concurrence of the Owners of a majority in aggregate principal amount of Series 2016C Bonds then Outstanding (excluding any Series 2016C Bonds held by or for the account of the Board). The Trustee may be removed at any time by the Owners of a majority in aggregate principal amount of the Series 2016C Bonds then Outstanding, excluding any Series 2016C Bonds held by or for the account of the Board, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Owners or their attorneys-in-fact duly authorized, and delivered to the Board. Copies of each such instrument shall be delivered by the Board to each Fiduciary.

Section 910. Appointment of Successor Trustee. (A) In case at any time the Trustee shall resign, be removed or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer or court shall take charge or control of the Trustee, or of its property or affairs, the Board shall appoint a successor Trustee. The Board shall cause notice of any such appointment made by it to be mailed to all Owners of the Series 2016C Bonds.

(B) If no appointment of a Trustee shall be made by the Board within 60 days following such resignation or renewal pursuant to the foregoing provisions of this Section 910, the Trustee or the Owner of any Series 2016C Bond Outstanding hereunder may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(C) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank, trust company or national banking association, doing business and having a corporate trust office in the State, and having capital stock and surplus aggregating at least \$15,000,000, or shall be a wholly owned subsidiary of such an entity, if there be such a bank, trust company, national banking association or subsidiary willing and able to accept the

office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

Section 911. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Board, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee; but the predecessor Trustee shall nevertheless, on the written request of the Board or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all its right, title and interest in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument from the Board be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such moneys, estates, properties, rights, powers and duties, such deed, conveyance or instrument shall be executed, acknowledged and delivered by the Board. Any such successor Trustee shall promptly notify any other Paying Agent or Registrar of its appointment as Trustee.

Section 912. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which all or substantially all of the corporate trust business of any Fiduciary may be sold or transferred, shall be the successor to such Fiduciary and be bound to the obligations and duties of such Fiduciary hereunder without the execution or filing of any paper or the performance of any further act, unless such successor delivers written notice of its resignation pursuant to the provisions of this Article; provided, however, that such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Indenture.

Section 913. Adoption of Authentication. In case any of the Series 2016C Bonds shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Series 2016C Bonds and deliver such Series 2016C Bonds so authenticated; and in case any of the said Series 2016C Bonds shall not have been authenticated, any successor Trustee may authenticate such Series 2016C Bonds in the name of the predecessor Trustee or in its own name.

Section 914. Resignation or Removal of Paying Agent and Appointment of Successor. (A) Any Paying Agent may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving at least 60 days written notice to the Board and the other Fiduciaries. Any Paying Agent may be removed at any time by an instrument signed by a Designated Official and filed with such Paying Agent and the Trustee. Any successor Paying Agent shall be appointed by the Board and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock and surplus aggregating at least \$15,000,000, or shall be a wholly owned subsidiary of such an entity, willing and able to accept the office on reasonable

and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

(B) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Trustee and shall be subject to audit of all of its books, records and accounts with respect to the Series 2016C Bonds. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.

Section 915. Resignation or Removal of Registrar and Appointment of Successor.

(A) Any Registrar may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving at least 60 days written notice to the Board and the other Fiduciaries. Any Registrar may be removed at any time by an instrument signed by a Designated Official and filed with such Registrar and the Trustee. Any successor Registrar shall be appointed by the Board and shall be a bank, trust company or national banking association doing business and having an office in the State of Illinois or in the Borough of Manhattan, in the City and State of New York, if there be such a bank, trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

(B) In the event of the resignation or removal of any Registrar, such Registrar shall deliver all books, records and other property including the bond register of the Board to its successor, or if there be no successor, to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Registrar, the Trustee shall act as such Registrar.

Section 916. Trustee Not Deemed to Have Notice of Default. The Trustee shall not be deemed to have notice of any default hereunder except a default under Section 801(A) or Section 801(B) or the failure of the Board to file with the Trustee any document required by this Indenture unless any officer in the designated corporate trust office shall have actual knowledge thereof or the Trustee shall be specifically notified in writing of such default by the Board or by the Owners of not less than a majority in aggregate principal amount of the Series 2016C Bonds Outstanding; and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee.

Section 917. Monthly Report by Trustee. Within twenty days after the end of each calendar month, the Trustee shall prepare a written report for each Fund, Account and Sub-Account held by it pursuant to the provisions of this Indenture. Such report shall set out the receipts and disbursements, both principal and income, and shall list the Investment Securities held by the Trustee at the end of the month. A copy of each such report shall be furnished to the Board and any Persons designated by the Board.

In addition, the Trustee shall, at any time when requested, furnish to the Board and any Persons designated by the Board a report of the amount of moneys, including Investment Securities, held in each Fund, Account or Sub-Account by the Trustee. For purposes of this certification, the Investment Securities in each such Fund, Account and Sub-Account shall be treated as having a value equal to their aggregate market value as of the date of the request.

ARTICLE X

Supplemental Indentures

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The Board and the Trustee may without the consent of, or notice to, any of the Owners, enter into a Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (i) To impose additional covenants or agreements to be, observed by the Board;
- (ii) To impose other limitations or restrictions upon the Board;
- (iii) To surrender any right, power or privilege reserved to or conferred upon the Board by this Indenture;
- (iv) To confirm, as further assurance, any pledge of or lien upon the Pledged Capital Improvement Taxes, the Pledged Debt Service Taxes or any other moneys, securities or funds;
- (v) To make any necessary amendments to or to supplement this Indenture in connection with the issuance of Additional Bonds as authorized herein;
- (vi) To cure any ambiguity, omission or defect in this Indenture;
- (vii) To provide for the appointment of a successor securities depository;
- (viii) To provide for the appointment of any successor Fiduciary; and
- (ix) To make any other change which, in the judgment of the Trustee, does not materially adversely affect the rights of the Trustee or the Owners.

Section 1002. Supplemental Indentures Effective Upon Consent of Owners. Any Supplemental Indenture not effective in accordance with Section 1001 shall take effect only if permitted and approved and in the manner prescribed by Article XI.

Section 1003. Filing of Counsel's Opinion. Each Supplemental Indenture described in Section 1001 shall be accompanied, when filed with the Trustee, by a Counsel's Opinion to the effect that such Supplemental Indenture has been duly authorized by the Board in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and, when executed and delivered, will be valid and binding upon the Board, the Owners and the Trustee.

ARTICLE XI

Amendments

Section 1101. Mailing. Any provision in this Article for the mailing of a notice or other information to Owners shall be fully complied with (i) if it is mailed by first class mail, postage prepaid or delivered only to each Owner of Series 2016C Bonds then Outstanding at its address, if any, appearing upon the registration books of the Board kept by the Trustee or (ii) if all of the Series 2016C Bonds are at the time held in book-entry only form, if such notice or other information is delivered in accordance with the agreement with the securities depository for the Series 2016C Bonds.

Section 1102. Powers of Amendment. Exclusive of Supplemental Indentures covered by Section 1001 and subject to the terms and provisions contained in this Section 1102, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Series 2016C Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to (i) consent to and approve the execution by the Board and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Board for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture, or (ii) waive or consent to the taking by the Board of any action prohibited, or the omission by the Board of the taking of any action required, by any of the provisions of this Indenture or of any indenture supplemental hereto; provided, however, that nothing in this Section 1102 or in Section 1001 contained shall permit or be construed as permitting, (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the payment or redemption of any Series 2016C Bond, without the consent of the Owner of such Series 2016C Bond, (b) except for the pledge of the Pledged Capital Improvement Taxes in connection with the issuance of Additional Bonds, the creation of any lien prior to or on a parity with the lien of this Indenture, without the consent of the Owners of all the Series 2016C Bonds at the time Outstanding, (c) a reduction in the aforesaid aggregate principal amount of Series 2016C Bonds, the Owners of which are required to consent to any such waiver or Supplemental Indenture, without the consent of the Owners of all the Series 2016C Bonds at the time Outstanding which would be affected by the action to be taken, (d) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (e) with respect to the Series 2016C Bonds, the loss of the exclusion from federal gross income of the Owners of the interest paid on such Series 2016C Bonds held by a non-consenting Owner to the extent otherwise afforded under the Code and Regulations.

Section 1103. Consent of Owners. The Board may at any time authorize the execution and delivery of a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 1102, to take effect when and as provided in this Section. Upon the authorization of such Supplemental Indenture, a copy thereof shall be delivered to and held by the Trustee for the inspection of the Owners. A copy of such Supplemental Indenture (or summary thereof or reference thereto in form approved by the Trustee) together with a request to Owners for their consent thereto in form satisfactory to the Trustee, shall be mailed to the Owners, but failure to mail such copy and request shall not affect the validity of such

Supplemental Indenture when consented to as in this Section provided. Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when (a) there shall have been filed with the Trustee (i) the written consents of the Owners of the required aggregate principal amount of Outstanding Series 2016C Bonds, and (ii) a Counsel's Opinion stating that the execution and delivery of such Supplemental Indenture has been duly authorized by the Board in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and, when effective, will be valid and binding upon the Board and the Trustee, and (b) a notice shall have been delivered as hereinafter in this Section provided. A certificate or certificates by the Trustee delivered to the Board that consents have been given by the Owners of the Series 2016C Bonds described in such certificate or certificates of the Trustee shall be conclusive. Any such consent shall be binding upon the Owner of the Series 2016C Bonds giving such consent and upon any subsequent Owner of such Series 2016C Bonds and of any Series 2016C Bonds issued in exchange therefor or replacement thereof whether or not such subsequent Owner has notice thereof; provided, however, that any consent may be revoked by any Owner of such Series 2016C Bonds by filing with the Trustee, prior to the time when the Trustee's written statement hereafter in this Section referred to is filed, a written revocation, with proof that such Series 2016C Bonds are held by the signer of such revocation. The fact that a consent has not been revoked may be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with it. Any consent, or revocation thereof, may be delivered or filed prior to any mailing or publication required by this Article and shall not be deemed ineffective by reason of such prior delivery or filing. Within 30 days of any date on which the consents on file with the Trustee and not theretofore revoked shall be sufficient under this Section, the Trustee shall make and deliver to the Board a written statement that the consents of the Owners of the required aggregate principal amount of Outstanding Series 2016C Bonds have been filed with the Trustee. Such written statement shall be conclusive that such consents have been so filed. Any time thereafter notice, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required principal amount of Outstanding Series 2016C Bonds and will be effective as provided in this Section, shall be given by mailing to the Owners (but failure to mail such notice or any defect therein shall not prevent such Supplemental Indenture from becoming effective and binding). The Trustee shall deliver to the Board proof of the mailing of such notice. A record, consisting of the information required or permitted by this Section to be delivered by or to the Trustee, shall be proof of the matters therein stated.

Section 1104. Modifications by Unanimous Action. The Indenture and the rights and obligations of the Board and of the Owners of the Series 2016C Bonds may be modified or amended in any respect by a Supplemental Indenture effecting such modification or amendment and with the consents of the Owners of all the Series 2016C Bonds then Outstanding, each such consent to be accompanied by proof of the holding at the date of such consent of the Series 2016C Bonds with respect to which such consent is given. Such Supplemental Indenture shall take effect upon the filing (a) with the Trustee of (i) a copy thereof, (ii) such consents and accompanying proofs and (iii) the Counsel's Opinion referred to in Section 1103 and (b) with the Board of the Trustee's written statement that the consents of the Owners of all Outstanding Series 2016C Bonds have been filed with it. No mailing or publication of any Supplemental Indenture (or reference thereto or summary thereof) or of any request or notice shall be required. No such modification or amendment, however, shall change or modify any of the rights or obligations of any Fiduciary without its written consent thereto.

Section 1105. Exclusion of Series 2016C Bonds. Unless all Series 2016C Bonds are owned or held by or for the account of the Board, Series 2016C Bonds owned or held by or for, the account of the Board shall not be deemed Outstanding and shall be excluded for the purpose of any calculation required by this Article. At the time of any consent or other action taken under this Article, the Board shall furnish the Trustee a certificate of a Designated Official, upon which the Trustee may rely, identifying all Series 2016C Bonds so to be excluded.

Section 1106. Notation on Series 2016C Bonds. Series 2016C Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Board and the Trustee as to such action, and upon demand of the Owner of any Series 2016C Bond Outstanding at such effective date and presentation of its Series 2016C Bond to the Trustee, suitable notation shall be made on such Series 2016C Bond by the Trustee as to any such action. If the Board or the Trustee shall so determine, new Series 2016C Bonds so modified which, in the opinion of the Trustee and the Board, conform to such action may be prepared, authenticated and delivered, and upon demand of the Owner of any Series 2016C Bond then Outstanding shall be exchanged, without cost to such Owner, for such Series 2016C Bond then Outstanding.

ARTICLE XII

Defeasance

Section 1201. Defeasance. (A) If the Board shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Series 2016C Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of the Trust Estate under this Indenture and all covenants, agreements and other obligations of the Board to the Owners shall thereupon be discharged and satisfied. In such event, the Trustee, upon request of the Board, shall provide an accounting of the assets managed by the Trustee to be prepared and filed with the Board for any year or part thereof requested, and shall execute and deliver to the Board all such instruments as may be desirable to evidence such discharge and satisfaction, and the Paying Agent shall pay over or deliver to the Board all moneys and securities held by it pursuant to this Indenture which are not required for the payment of Series 2016C Bonds not previously surrendered for such payment or redemption. If the Board shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all or a portion of the Outstanding Series 2016C Bonds (which portion shall be selected by lot by the Trustee in the manner provided in Section 403(C) for the selection of Series 2016C Bonds to be redeemed in part), the principal or Redemption Price, if applicable, thereof and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Series 2016C Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Board to the Owners of such Series 2016C Bonds and to the Trustee shall thereupon be discharged and satisfied.

(B) Series 2016C Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Trustee at or prior to their

maturity or redemption date shall be deemed to have been paid within the meaning of and with the effect expressed in this Section 1201 if the Board shall have delivered to or deposited with the Trustee (a) irrevocable instructions to pay or redeem all of said Series 2016C Bonds in specified amounts no less than the respective amounts of, and on specified dates no later than the respective due dates of, their principal, (b) irrevocable instructions to mail the required notice of redemption of any Series 2016C Bonds so to be redeemed, (c) either moneys in an amount which shall be sufficient, or Defeasance Obligations the principal of and the interest on which when due will provide moneys which shall be sufficient, without further reinvestment to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Series 2016C Bonds on and prior to each specified redemption date or maturity date thereof, as the case may be, and (d) if any of said Series 2016C Bonds are not to be redeemed within the next succeeding 45 days, irrevocable instructions to mail to all Owners of said Series 2016C Bonds a notice that such deposit has been made with the Trustee and that said Series 2016C Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, of said Series 2016C Bonds. The Defeasance Obligations and moneys deposited with the Trustee pursuant to this Section shall be held in trust for the payment of the principal or Redemption Price, if applicable, and interest on said Series 2016C Bonds. No payments of principal of any such Defeasance Obligations or interest thereon shall be withdrawn or used for any purpose other than the payment of such principal or Redemption Price of or interest on said Series 2016C Bonds, unless after such withdrawal the amount held by the Trustee and interest to accrue on Defeasance Obligations so held shall be sufficient to provide fully for the payment of the principal of or Redemption Price and interest on said Series 2016C Bonds, at maturity or upon redemption, as the case may be.

(C) The Defeasance Obligations (or any portion thereof) held for the payment of the principal and Redemption Price of and interest on said Series 2016C Bonds pursuant to paragraph (B) of this Section may not be sold, redeemed, invested, reinvested or removed from the lien of this Indenture in any manner or other Defeasance Obligations substituted therefor (any such direction to sell, redeem, invest, reinvest, remove or substitute to be referred to as a "Subsequent Action") unless prior to the taking of such Subsequent Action, the Trustee shall have received the following: (i) either (a) a certified copy of the proceedings of the Board authorizing the Subsequent Action, or (b) an Opinion of Counsel for the Board to the effect that such Subsequent Action has been duly authorized by all necessary action on the part of the Board; (ii) an opinion from a nationally recognized firm of independent public accountants to the effect that the Defeasance Obligations and cash available or to be available for payment of the Series 2016C Bonds after the taking of the Subsequent Action will remain sufficient to pay, without any further reinvestment thereof, the principal and Redemption Price of and interest on said Series 2016C Bonds, the Series 2016C Bonds at or prior to their maturity in the manner provided in paragraph (B) of this Section; (iii) an Opinion of Bond Counsel to the effect that the Subsequent Action will not adversely affect any exemption from federal income tax of the interest paid on the Series 2016C Bonds to which such Series 2016C Bonds are otherwise entitled; and (iv) such other documents and showings as the Trustee may reasonably require.

(D) Amounts deposited with the Trustee for the payment of the principal of and interest on any Series 2016C Bonds deemed to be paid pursuant to this Section 1201, if so directed by the Board, shall be applied by the Trustee to the purchase of such Series 2016C

Bonds in accordance with this subsection. Series 2016C Bonds for which a redemption date has been established may be purchased on or prior to the 45th day preceding the redemption date. The principal amount of Series 2016C Bonds to be redeemed shall be reduced by the principal amount of Series 2016C Bonds so purchased. Series 2016C Bonds which mature on a single future date may be purchased at any time prior to the maturity date. All such purchases shall be made at prices not exceeding the applicable principal amount or Redemption Price established pursuant to paragraph (B) of this Section 1201, plus accrued interest, and such purchases shall be made in such manner as the Trustee shall determine. No purchase shall be made by the Trustee pursuant to this subsection if such purchase would result in the Trustee holding less than the moneys and Defeasance Obligations required to be held for the payment of all other Series 2016C Bonds deemed to be paid pursuant to this Section 1201.

(E) The Board may purchase with any available funds any Series 2016C Bonds deemed to be paid pursuant to this Section 1201 in accordance with this subsection. Series 2016C Bonds for which a redemption date has been established may be purchased by the Board on or prior to the 45th day preceding the redemption date. On or prior to the 45th day preceding the redemption date the Board shall give written notice to the Trustee of its intention to surrender such Series 2016C Bonds on the redemption date. The Trustee shall proceed to call for redemption the remainder of the Series 2016C Bonds due on the redemption date and shall pay to the Board on the redemption date the Redemption Price of and interest on such Series 2016C Bonds upon surrender of such Series 2016C Bonds to the Trustee. Series 2016C Bonds which mature on a single future date may be purchased at any time prior to the maturity date. The Trustee shall pay to the Board the principal amount of and interest on such Series 2016C Bonds upon surrender of such Series 2016C Bonds on the maturity date.

(F) Any time after any Series 2016C Bonds are deemed to be paid pursuant to this Section 1201, the Board shall not at any time permit any of the proceeds of the Series 2016C Bonds or any other funds of the Board to, be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Series 2016C Bond to be an “*arbitrage bond*” as defined in the Code and Regulations.

(G) Each Fiduciary shall continue to be entitled to reasonable compensation for all services rendered under this Indenture, notwithstanding that any Series 2016C Bonds are deemed to be paid pursuant to this Section 1201. Such compensation shall be paid by the Board from lawfully available funds and no Fiduciary shall have a claim against the Trust Estate for such compensation except as may be expressly provided herein.

(H) Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any of the Series 2016C Bonds which remain unclaimed for two years after the date when such Series 2016C Bonds have become due and payable, either at the stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or such Paying Agent at such date, or for two years after the date of deposit of such moneys if deposited, with the Trustee or such Paying Agent after the said date when such Series 2016C Bonds become due and payable, shall, at the written request of the Board, be repaid by the Trustee or such Paying Agent to the Board, as its absolute property and free from trust, and the Trustee or such Paying Agent shall thereupon be released and discharged with respect thereto and the Owners of such Series 2016C Bonds shall look only to the Board for the payment of such Series 2016C Bonds.

ARTICLE XIII

Miscellaneous

Section 1301. Evidence of Signatures of Owners and Ownership of Series 2016C Bonds. (A) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any Person of the Series 2016C Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner, or in any other manner satisfactory, to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(i) The fact and date of the execution by any Owner or its attorney of such instruments may be proved by a guarantee of the signature thereon by a bank, national banking association or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instruments acknowledged to that Person the execution thereof or by an affidavit of witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.

(ii) The ownership of Series 2016C Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the registration book maintained by the Trustee or any Registrar.

(B) Any request or consent by the Owner of any Series 2016C Bond shall bind all future Owners of such Series 2016C Bond in respect of anything done or suffered to be done by the Board or any Fiduciary in accordance therewith.

Section 1302. Moneys Held for Particular Series 2016C Bonds. The amounts held by the Trustee or any Paying Agent for the payment of interest, principal or Redemption Price, due on any date with respect to particular Series 2016C Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Series 2016C Bonds entitled thereto.

Section 1303. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of this Indenture, shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Board, any other Fiduciary, and any Owner and their agents and their representatives, any of whom may make copies thereof.

Section 1304. Cancellation and Destruction of Series 2016C Bonds. All Series 2016C Bonds paid or redeemed, either at or before maturity, and all mutilated Bonds surrendered

pursuant to Section 207, shall be delivered to the Trustee when such payment or redemption is made or upon surrender, as the case may be, and such Series 2016C Bonds, together with all Series 2016C Bonds purchased by the Trustee, shall thereupon be promptly canceled. Series 2016C Bonds so canceled may at any time be destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Series 2016C Bonds so destroyed, and one executed certificate shall be delivered to the Board and the other retained by the Trustee.

Section 1305. Parties' Interest Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the Board, the Fiduciaries and the Owners of the Series 2016C Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Board shall be for the sole and exclusive benefit of the Board, the Fiduciaries and the Owners of the Series 2016C Bonds.

Section 1306. No Recourse on the Series 2016C Bonds. (A) No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Series 2016C Bonds or for any claim based thereon or on this Indenture against any past, present or future member, director, officer, employee or agent of the Board, or any successor, public body or any Person executing the Series 2016C Bonds, either directly or through the Board, under any rule of law or equity, statute or constitution or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of the Series 2016C Bonds.

(B) No member, officer, director, agent or employee of the Board shall be individually or personally liable for the payment of the principal or Redemption Price of or interest on the Series 2016C Bonds; but nothing herein contained shall relieve any such member, officer, director, agent or employee from the performance of any official duty provided by law.

(C) All covenants, stipulations, obligations and agreements of the Board contained in this Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the Board to the full extent authorized and permitted by the Constitution and laws of the State of Illinois, and no covenants, stipulations, obligations or agreements contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, director, agent or employee of the Board in his or her individual capacity, and no officer executing the Series 2016C Bonds shall be liable personally on the Series 2016C Bonds or be subject to any personal liability or accountability by reason of the issue thereof. No member, officer, director, agent or employee of the Board shall incur any personal liability in acting or proceeding or in not acting or not proceeding in accordance with the terms of this Indenture.

Section 1307. Successors and Assigns. Whenever in this Indenture the Board is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Indenture contained by or on behalf of the Board shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

Section 1308. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Indenture on the part of the Board or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Indenture.

Section 1309. Notices. Any notice, demand, direction, request or other instruments authorized or required by this Indenture to be given to, delivered to or filed with the Board or the Trustee shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, postage prepaid, return receipt requested:

To the Board, if addressed to: Board of Education of the City of Chicago
42 West Madison Street
2nd Floor
Chicago, Illinois 60602
Attention: Senior Vice President of Finance

With a copy to: Board of Education of the City of Chicago
42 West Madison Street
2nd Floor
Chicago, Illinois 60602
Attention: Treasurer

and

Board of Education of the City of Chicago
42 West Madison Street
Chicago, Illinois 60602
Attention: General Counsel

or at such other address as may be designated in writing by the Board to the Trustee; and

To the Trustee, if addressed to: [_____

Attention: Corporate Trust Department]

or at such other address as may be designated in writing by the Trustee to the Board.

Section 1310. Construction. The Indenture and all Supplemental Indentures shall be construed in accordance with the provisions of Illinois law.

Section 1311. Headings Not a Part of this Indenture. Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof are solely for convenience of reference and do not constitute a part of this Indenture, nor do they affect its meaning, construction or effect.

Section 1312. Multiple Counterparts. The Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and all such counterparts shall constitute but one and the same instrument.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Board of Education of the City of Chicago has caused this Indenture to be executed in its name and its behalf by its Senior Vice President of Finance and attested by its Secretary and [] has caused this Indenture to be executed in its behalf by its Authorized Officer and attested by its Authorized Officer, all as of the day and year first above written.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
Senior Vice President of Finance
Board of Education of the City of Chicago

Attest:

Secretary, Chicago Board of Education,
Board of Education of the City of Chicago

[]

By: _____
Authorized Officer

Attest:

Authorized Officer

[Signature Page to Trust Indenture]

EXHIBIT A

FORM OF SERIES 2016C BOND

[Form of Series 2016C Bond – Front Side]

REGISTERED
NO. _____REGISTERED
\$ _____BOARD OF EDUCATION OF THE CITY OF CHICAGO
DEDICATED CAPITAL IMPROVEMENT TAX BOND,
SERIES 2016C

Interest Rate	Maturity Date	Dated Date	CUSIP
_____%	December 1, 20__	_____, 2016	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO (the “Board”), for value received, hereby promises to pay to the Registered Owner identified above or registered assigns, upon presentation and surrender hereof, the Principal Amount identified above on the Maturity Date specified above, unless this Bond shall have been previously called for redemption and payment of the redemption price shall have been duly made or provided for, and to pay interest on said Principal Amount from the interest payment date next preceding the date of authentication and delivery of this Bond, unless this Bond is authenticated and delivered on an interest payment date to which interest has been paid or provided for, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is authenticated and delivered prior to _____ 1, 20__, in which event this Bond shall bear interest from its Dated Date, or unless, as shown by the records of the hereinafter described Trustee, interest on this Bond shall be in default, in which event this Bond shall bear interest from the last date to which interest has been paid. Interest on this Bond (computed on the basis of a 360-day year consisting of twelve 30-day months) is payable on June 1 and December 1 of each year, commencing _____ 1, 20__, until the payment in full of such Principal Amount, except as provisions hereinafter set forth with respect to redemption prior to maturity become applicable hereto.

The principal of this Bond is payable in lawful money of the United States of America at the designated corporate trust office of [_____], as trustee, or its successor in trust (the “Trustee”) and Paying Agent and payment of the interest hereon shall be made to the person in whose name this Bond is registered at the close of business on the fifteenth (15th) day of the calendar month next preceding each interest payment date (the “Record Date”) by check or bank draft mailed by the Trustee to such Registered Owner at such Registered Owner’s address as it appears on the registration books of the Board maintained by the Trustee, as Registrar (the “Registrar”) or, at the option of any Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2016C Bonds, by wire transfer of immediately available

funds to such bank in the continental United States as said Registered Owner shall request in writing to the Registrar prior to the Record Date.

Reference is hereby made to the further provisions of this Bond on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that this Bond is issued in part pursuant to the Local Government Debt Reform Act, that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law; that the indebtedness of the Board, including the issue of Series 2016C Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of the Pledged Capital Improvement Taxes and the Pledged Debt Service Taxes to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the Board of Education of the City of Chicago has caused this Bond to be signed in its name and on its behalf by the manual or duly authorized facsimile signatures of its President and its Chief Executive Officer and to be attested by the manual or duly authorized facsimile signature of its Secretary, all as of the Dated Date identified above.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: _____
President, Chicago Board of Education,
Board of Education of the City of Chicago

By: _____
Chief Executive Officer,
Board of Education of the City of Chicago

Attest:

Secretary, Chicago Board of Education,
Board of Education of the City of Chicago

[Form of Certificate of Authentication]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Dedicated Capital Improvement Tax Bonds, Series 2016C,
described in the within-mentioned Indenture.

Date of Authentication and Delivery: [_____]

By: _____
Authorized Signatory

[Form of Series 2016C Bond – Reverse Side]

This Bond is one of a duly authorized issue of \$____,000,000 aggregate principal amount of Dedicated Capital Improvement Tax Bonds, Series 2016C, of the Board (the “*Series 2016C Bonds*”), issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, including the Local Government Debt Reform Act (the “*Act*”) and a Trust Indenture dated as of _____ 1, 2016 (the “*Indenture*”), by and between the Board and the Trustee, for the purpose of raising moneys to (i) pay Permitted Expenditures (as defined in the Indenture), (ii) fund certain interest to become due on the Series 2016C Bonds and (iii) pay costs of issuance of the Series 2016C Bonds. The Series 2016C Bonds are “*alternate bonds*” issued pursuant to Section 15 of the Act. Copies of the Indenture are on file at the designated corporate trust office of the Trustee and reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Series 2016C Bonds and the rights, duties and obligations of the Board, the Trustee and the Owners of the Series 2016C Bonds.

The Series 2016C Bonds are payable ratably and equally from (i) the Pledged Capital Improvement Taxes (as defined in the Indenture) and (ii) ad valorem taxes levied against all of the taxable property in the school district governed by the Board without limitation as to rate or amount for the payment of the Series 2016C Bonds (defined in the Indenture as the “*Pledged Debt Service Taxes*”). The Series 2016C Bonds are further secured by the other moneys, securities and funds pledged under the Indenture. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the Board are hereby irrevocably pledged. The Indenture provides that Additional Bonds may be issued from time to time in the future on a parity with this Bond to share ratably and equally in all or any portion of the Pledged Capital Improvement Taxes upon compliance with certain requirements contained in the Indenture and the Act.

This Bond is transferable, as provided in the Indenture, only upon the registration books of the Board maintained by the Registrar by the Registered Owner hereof in person, or by its duly authorized attorney, upon surrender hereof with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney, and thereupon a new registered Series 2016C Bond or Bonds, in the same aggregate principal amount, shall be issued to the transferee. The Board, the Trustee, the Registrar and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Series 2016C Bonds are issuable in the form of fully registered bonds in the denomination of \$100,000 and any multiple of \$5,000 in excess thereof (each, an “*Authorized Denomination*”). Subject to the conditions and upon the payment of the charges provided in the Indenture, Series 2016C Bonds may be surrendered (accompanied by a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney) in exchange for an equal aggregate principal amount of Series 2016C Bonds of any other authorized denominations.

The Series 2016C Bonds maturing on or after December 1, 20__ are subject to prior redemption at the option of the Board, in whole or in part (and if in part, in an Authorized Denomination), in such principal amounts and from such maturities as the Board shall determine and within any maturity by lot, on any date on or after December 1, 20__, at the Redemption Price of par plus accrued interest thereon to the date fixed for redemption.

The Series 2016C Bonds maturing on December 1, 20__ are also subject to mandatory redemption prior to maturity, in part, at a redemption price equal to the principal amount thereof, plus accrued interest, in the aggregate principal amounts set forth in the following table:

Redemption Dates (December 1)	Principal Amount
20__	\$
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

(Please insert Social Security or other identifying number of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

Attorney to transfer the said Series 2016C Bond on the books kept for registration thereof with
full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: The signature to this assignment must correspond with the name as it appears
upon the face of the within Bond in every particular, without alteration or
enlargement or any change whatever.

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating
in a Securities Transfer Association recognized signature guarantee program.

16-1026-RS2

RESOLUTION PROVIDING FOR THE ISSUE OF UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS (DEDICATED REVENUES), OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$160,000,000, FOR THE PURPOSE OF PAYING THE COST OF REFUNDING CERTAIN OUTSTANDING BONDS OF SAID BOARD OF EDUCATION

WHEREAS, pursuant to the provisions of Article 34 of the School Code of the State of Illinois, as amended (the **"School Code"**), the City of Chicago, having a population exceeding 500,000, constitutes one school district (the **"School District"**), which is a body politic and corporate by the name of the *"Board of Education of the City of Chicago"* (the **"Board"**); and

WHEREAS, the Board is governed by the seven-member Chicago Board of Education, as successor to the Chicago School Reform Board of Trustees (the **"School Board"**); and

WHEREAS, the School Board has heretofore determined that it is advisable, necessary and in the best interests of the Board and the residents of the School District to construct, acquire and equip school and administrative buildings, site improvements and other real and personal property in and for the School District (the **"Prior Project"**), as heretofore approved and amended by the Board; and

WHEREAS, for the purpose, among others, of providing funds to pay a portion of the cost of the Prior Project and the cost of refunding certain obligations of or issued on behalf of the Board, including bonds issued for the aforesaid purposes, and in accordance with the provisions of the Local Government Debt Reform Act of the State of Illinois, as amended (the **"Debt Reform Act"**), the Board has heretofore authorized and issued several series of alternate bonds, being general obligation bonds payable from any revenue source as provided by the Debt Reform Act (**"Alternate Bonds"**), including the Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2011C-1, of the Board (the **"Series 2011C-1 Bonds"**) and the Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2013A-1 of the Board (the **"Series 2013A-1 Bonds"**); and

WHEREAS, \$43,600,000 principal amount of the Series 2011C-1 Bonds are outstanding and \$89,900,000 principal amount of the Series 2013A-1 Bonds are outstanding; and

WHEREAS, pursuant to this resolution the Board determines to authorize the refunding of the all of the outstanding Series 2011C-1 Bonds and the outstanding Series 2013A-1 Bonds; and

WHEREAS, Section 15(e) of the Debt Reform Act provides that Alternate Bonds may be issued to refund or advance refund alternate bonds without meeting any of the conditions set forth in Section 15 of the Debt Reform Act, except that the term of the refunding bonds shall not be longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds shall not exceed the debt service payable in such year on the refunded bonds; and

WHEREAS, the Series 2011C-1 Bonds were authorized pursuant to Resolution No. 09-0722-RS11 (the **"2009 Authorization"**) adopted by the Board on July 22, 2009 (the **"2009 Authorization"**) and Resolution No. 11-1026-RS4 adopted by the Board on October 26, 2011 (the **"Series 2011C-1 Bond Resolution"**); and

WHEREAS, pursuant to the 2009 Authorization and the Series 2011C-1 Bond Resolution, the Series 2011C-1 Bonds, on a parity with other Alternate Bonds issued pursuant to the 2009 Authorization, are payable from and secured by a pledge of and lien on not more than \$300,000,000 of State Aid payments to be made to the Board in any year pursuant to Article 18 of the School Code, or such successor or replacement act as may be enacted in the future (the "**2009 Pledged Revenues**"); and

WHEREAS, the Series 2013A-1 Bonds were authorized pursuant to Resolution No. 08-0227-RS13 (the "**2008 Authorization**") adopted by the Board on February 28, 2008 (the "**2008 Authorization**") and Resolution No. 13-0403-RS1 adopted by the Board on April 3, 2013 (the "**Series 2013A-1 Bond Resolution**"); and

WHEREAS, pursuant to the 2008 Authorization and the Series 2013A-1 Bond Resolution, the Series 2013A-1 Bonds, on a parity with other Alternate Bonds issued pursuant to the 2008 Authorization, are payable from and secured by a pledge of and lien on not more than \$225,000,000 of State Aid payments to be made to the Board in any year pursuant to Article 18 of the School Code, or such successor or replacement act as may be enacted in the future (the "**2008 Pledged Revenues**" and together with the 2009 Pledged Revenues, the "**Pledged Revenues**"); and

WHEREAS, the Board desires at this time, pursuant to Section 15(e) of the Debt Reform Act, to adopt this Resolution providing for the issuance of Alternate Bonds in an aggregate amount not to exceed \$160,000,000 for the purpose of refunding the outstanding Series 2011C-1 Bonds and the outstanding Series 2013A-1 Bonds (collectively, the "**Refunding**"), all on the terms and conditions set forth in this Resolution; and

WHEREAS, the Alternate Bonds to be issued pursuant to this Resolution are herein referred to as the "**Bonds**"; and

WHEREAS, the Bonds may be issued in two series (the "**2011C-1 Refunding Bonds**" and the "**2013A-1 Refunding Bonds**", respectively, and each, a "**Series**"); and

WHEREAS, the Series 2011C-1 Refunding Bonds will be payable from (i) such of the 2009 Pledged Revenues as are currently pledged to the payment of the outstanding Series 2011C-1 Bonds and (ii) the ad valorem taxes levied or to be levied against all of the taxable property in the School District without limitation as to rate or amount pursuant to **Section 3** of this Resolution (the "**Pledged Taxes**"), for the purpose of providing funds in addition to the 2009 Pledged Revenues and investment earnings thereon to pay the principal of and interest on the 2011C-1 Bonds; and

WHEREAS, the Series 2013A-1 Refunding Bonds will be payable from (i) such of the 2008 Pledged Revenues as are currently pledged to the payment of the outstanding Series 2013A-1 Bonds and (ii) the Pledged Taxes, for the purpose of providing funds in addition to the 2008 Pledged Revenues and investment earnings thereon to pay the principal of and interest on the 2013A-1 Bonds; and

WHEREAS, the Bonds of each Series will be issued under and secured by one or more Trust Indentures (each, an "**Indenture**") between the Board and such bank, trust company or national banking association appointed to serve as trustee under the Indenture as provided in **Section 2(a)** of this Resolution (the "**Trustee**"); and

WHEREAS, the Bonds will be further secured by the Funds, Accounts and Sub-Accounts established and pledged pursuant to the applicable Indenture; and

WHEREAS, the Board may elect to pay the debt service on the Bonds from time to time in the future from certain interest income, certain property tax revenues and other budgetary sources and in accordance with Section 13 of the Act, the Board may elect to pledge additional moneys of the Board, which may be deposited into one or more special funds of the Board, to pay the debt service on the Bonds; and

WHEREAS, the 2008 Pledged Revenues and the 2009 Pledged Revenues constitute a "governmental revenue source" pursuant to the Debt Reform Act; and

WHEREAS, the Bonds of a Series may be sold (i) to an underwriter or a group of underwriters (the "**Underwriters**") to be designated by the Senior Vice President of Finance of the Board (the "**Senior Vice President of Finance**") with respect to one or more Series of the Bonds pursuant to a separate Contract of Purchase (each, a "**Bond Purchase Agreement**") between the Underwriters and the Board, (ii) in a private placement with an individual investor or group of investors to be designated by the Senior Vice President of Finance (the "**Placement Purchasers**") with respect to one or more Series of the Bonds pursuant to a separate Placement Agreement between the Placement Purchasers and the Board or other similar agreement for the sale and purchase of the Bonds (each, a "**Placement Agreement**") or (iii) following distribution of a Notice of Sale and a competitive bidding process, to a bidder or syndicate submitting an offer to purchase one or more Series of the Bonds determined by the Senior Vice President of Finance to be in the best financial interest of the Board (the "**Competitive Purchasers**" and, together with the Underwriters and the Placement Purchasers being referred to herein as the "**Purchasers**") pursuant to an agreement between the Competitive Purchasers and the Board (each, a "**Competitive Sale Agreement**" and, together with the Bond Purchase Agreement and the Placement Agreement, a "**Purchase and Sale Agreement**"); and

WHEREAS, it is necessary for the Board to authorize the sale and issuance of the Bonds and to approve and to authorize and direct the sale of the Bonds pursuant to one or more of the methods described above, together with the execution of the Indenture, the Purchase and Sale Agreement and certain other agreements with respect to each Series and the performance of acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the Bonds:

NOW, THEREFORE, Be It Hereby Resolved by the Chicago Board of Education of the Board of Education of the City of Chicago, as follows:

1. *Incorporation of Preambles.* The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

2. *Issuance of Bonds.* (a) There shall be authorized the borrowing on the credit of and for and on behalf of the Board the aggregate principal amount of not to exceed \$160,000,000 for the purposes of paying the costs of the Refunding. The Bonds of each Series shall be designated "*Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series _____*," with such additions, modifications or revisions as shall be determined to be necessary by any one of the President of the

Board, the Senior Vice President of Finance or the Chief Financial Officer of the Board (the "Chief Financial Officer") (each a, "Designated Official"), the Designated Officials at the time of the sale of such Bonds to reflect the order of sale of such Bonds, whether such Bonds are Capital Appreciation Bonds, Current Interest Bonds, Convertible Bonds or Variable Rate Bonds (each as defined herein) and any other authorized features of such Bonds determined by any of the Designated Officials as desirable to be reflected in the title of the Bonds being issued and sold as part of such Series. The Designated Officials are each hereby authorized to appoint a Trustee for each Series of the Bonds so issued; provided, that such Trustee shall be a bank, trust company or national banking association doing business and having a corporate trust office in the State of Illinois and having capital and undivided surplus aggregating at least \$15,000,000 or shall be a wholly owned subsidiary of such an entity. The Bonds of each Series shall be issued and secured pursuant to the terms of an Indenture (i) authorizing Capital Appreciation Bonds, Current Interest Bonds, Convertible Bonds (a "Fixed Rate Indenture") or (ii) authorizing Variable Rate Bonds (a "Variable Rate Indenture"). Each of the Designated Officials is hereby authorized to execute and deliver, and the Secretary is hereby authorized to attest, each Fixed Rate Indenture or Variable Rate Indenture on behalf of the Board, each such Indenture to be in substantially the respective form executed and delivered in connection with previous issues of Fixed Rate Bonds and Variable Rate Bonds and previous issues secured by some or all of the 2008 Pledged Revenues or the 2009 Pledged Revenues, as applicable, but with such changes therein as shall be within the authorizations granted by this Resolution as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such Designated Official's approval and this Board's approval of any changes or revisions therein from the respective forms of Fixed Rate Indenture and Variable Rate Indenture authorized hereby.

The details of the sale of each Series of the Bonds as described in the notification of sale of such Bonds delivered by a Designated Official pursuant to **Section 4(e)** of this Resolution and all provisions relating to the authorized denomination, registration, transfer and redemption of such Bonds, within the limitations set forth herein, shall be set forth in the applicable Indenture executed and delivered by a Designated Official as described herein.

Either of the Designated Officials is hereby authorized to determine the redemption date of each Series 2011C-1 Bond and Series 2013A-1 Bond to be redeemed.

(b) In order to secure the payment of the principal of, redemption price of, interest on and the Compound Accreted Value (as hereinafter defined) of each Series of the Bonds, the Board hereby pledges the 2009 Pledged Revenues and the 2008 Pledged Revenues, as appropriate, to the payment thereof, and the Board covenants and agrees to provide for, collect and apply such Pledged Revenues, together with investment earnings thereon and moneys held in the funds and accounts pursuant to the applicable Indenture, to the payment of such Series of the Bonds and the provision of an additional .10 times annual debt service of such Series of the Bonds. Each of the Designated Officials is authorized to allocate all or a portion of the 2009 Pledged Revenues and the 2008 Pledged Revenues, as appropriate

to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of the applicable Series of the Bonds and the Indenture pursuant to which such Series of Bonds is issued and the notification of sale of such Series of the Bonds delivered by the Designated Officials pursuant to **Section 4(e)** of this Resolution shall identify the specific Pledged Revenues allocated to such Series. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the Board, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the 2009 Pledged Revenues and the 2008 Pledged Revenues, as appropriate, and investment earnings as described herein, from the levy of the Pledged Taxes as provided in the Debt Reform Act and in **Section 3** of this Resolution.

(c) All or any portion of the Bonds may be issued as bonds payable in one payment on a fixed date (the **"Capital Appreciation Bonds"**). Any Bonds issued as Capital Appreciation Bonds shall be dated the date of issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be numbered as determined by the Trustee and shall be in denominations equal to the original principal amounts of such Capital Appreciation Bonds or any integral multiple thereof, each such original principal amount representing Compound Accreted Value (as hereinafter defined) at maturity (the **"Maturity Amount"**) of \$5,000 or any integral multiple thereof. As used herein, the **"Compound Accreted Value"** of a Capital Appreciation Bond on any date of determination shall be an amount equal to the original principal amount plus an investment return accrued to the date of such determination at a semiannual compounding rate which is necessary to produce the yield to maturity borne by such Capital Appreciation Bond.

All or any portion of the Bonds may be issued as Bonds bearing interest at fixed rates and paying interest semiannually (the **"Current Interest Bonds"**). The Current Interest Bonds shall be dated such date as shall be agreed upon by a Designated Official and the purchasers of the Current Interest Bonds, shall be in fully registered form, shall be in denominations of \$5,000 each and any integral multiple thereof, and shall be numbered as determined by the Trustee.

The Bonds may be initially issued as Capital Appreciation Bonds containing provisions for the conversion of the Compound Accreted Value of such Bonds into Current Interest Bonds (the **"Convertible Bonds"**) at such time following the initial issuance as shall be approved by a Designated Official. While in the form of Capital Appreciation Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this Resolution relating to Capital Appreciation Bonds and while in the form of Current Interest Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this Resolution relating to Current Interest Bonds. In connection with the issuance and sale of any Convertible Bonds, the terms and provisions relating to the conversion of the Compound Accreted Value of such Convertible Bonds into Current Interest Bonds shall be contained in the Fixed Rate Indenture executed and delivered by a Designated Official at the time of sale of such Convertible Bonds.

All or any portion of the Bonds may be issued as bonds bearing interest at variable rates adjustable and payable from time to time, including, but not limited to, bonds bearing interest at variable rates that are adjusted and reset from time to time as may be necessary to cause such Bonds to be remarketable from time to time (the **"Variable Rate Bonds"**). The Variable Rate Bonds shall be dated

such date as shall be agreed upon by a Designated Official and shall be numbered as determined by the applicable Trustee. All references herein to the payment of principal of any Variable Rate Bonds shall also include the payment of tender or purchase price of such Bonds as shall be specified in the Variable Rate Indenture executed and delivered by a Designated Official pursuant to which such Variable Rate Bonds are issued.

The Bonds shall be dated as of a date not earlier than November 1, 2016, as determined by a Designated Official at the time of sale thereof. The principal of the 2011C-1 Refunding Bonds shall become due and payable on any date not later than March 1, 2032 and the principal of the 2013A-1 Bonds shall become due and payable on any date not later than March 1, 2026, and, if issued as Current Interest Bonds, Capital Appreciation Bonds or Convertible Bonds, such Bonds shall bear interest at a rate or rates not to exceed 9 percent per annum (computed upon the basis of a 360-day year of twelve 30-day months) and payable on such dates as shall be determined by a Designated Official at the time of sale thereof, all as shall be determined by a Designated Official at the time of sale of such Bonds.

The Variable Rate Bonds shall bear interest from time to time at such rates determined (i) by such remarketing or other indexing agent as shall be selected by a Designated Official for that purpose or (ii) pursuant to such index or indices as shall be selected by a Designated Official for that purpose, which interest rate or rates shall not exceed the maximum permitted by law for obligations of the Board, but in no event more than 15 percent per annum, subject to the provisions of **Section 4(d)** of this Resolution. The method of determining the interest rate to be borne from time to time by the Variable Rate Bonds of any Series shall be specified in the applicable Variable Rate Indenture. Each Variable Rate Bond shall bear interest at such rates payable on such dates as shall be determined by a Designated Official at the time of sale of such Bonds and specified in the applicable Variable Rate Indenture.

(d) The Bonds of each Series may be redeemable prior to maturity at the option of the Board, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of such Bonds being redeemed, plus accrued interest to the date of redemption), as shall be determined by a Designated Official at the time of the sale thereof. The Bonds of each Series may be made subject to sinking fund redemption, at par and accrued interest to the date fixed for redemption, as determined by a Designated Official at the time of the sale thereof; provided, that such Bonds shall mature not later than the respective date set forth in **Section 2(c)** of this Resolution.

Any Variable Rate Bonds may be made subject to optional or mandatory tender for purchase by the owners thereof at such times and at such prices (to be expressed as a percentage of the principal amount of such Bonds being tendered for purchase) as shall be determined by a Designated Official at the time of sale of such Variable Rate Bonds and specified in the applicable Variable Rate Indenture. In connection with the remarketing of any Variable Rate Bonds so tendered for purchase under the terms and conditions specified in the applicable Variable Rate Indenture, each of the Designated Officials is hereby authorized to execute on behalf of the Board one or more remarketing agreements with such national banking associations, banks, trust companies, investment bankers or other financial institutions as shall be selected by a Designated Official reflecting the terms and provisions of the Variable Rate Bonds and containing such provisions as the Designated Official executing the same shall determine are necessary or desirable in connection with the sale of some or all of the Bonds as Variable Rate Bonds.

(e) The Bonds of each Series may initially be issued in book-entry only form as provided in the applicable Indenture. The Bonds shall be executed by the manual or duly authorized facsimile signature of the President of the Board and attested by the Secretary of the Board by the manual or duly authorized facsimile signature of the Secretary and prepared in the respective forms as provided in the applicable Indenture. The applicable Indenture may also require or permit the additional manual or duly authorized facsimile signature of the Chief Executive Officer, the Senior Vice President of Finance or the Chief Financial Officer.

(f) All of the outstanding Series 2011C-1 Bonds and Series 2013A-1 Bonds shall be refunded pursuant to and in accordance with Section 15(e) of the Debt Reform Act. The determination that the term of the applicable Series of Bonds is not longer than the term of the Series 2011C-1 Bonds or the Series 2013A-1 Bonds, as applicable, and that the debt service payable in any year on such Bonds does not exceed the debt service payable in such year on the Series 2011C-1 Bonds or the Series 2013A-1 Bonds, as applicable, shall be made by a Designated Official, who shall also execute a certification attesting to said determination.

3. *Tax Levy; Pledged Taxes.* (a) For the purpose of providing funds in addition to the Pledged Revenues to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the School District, in the years for which any of the Bonds are outstanding, a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the School District the following direct annual taxes:

FOR THE LEVY YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF
2016	\$22,398,100
2017	22,319,350
2018	21,873,650
2019	21,397,100
2020	20,782,900
2021	20,233,700
2022	19,549,600
2023	18,932,800
2024	13,502,950
2025	5,198,000
2026	5,110,000
2027	5,104,000
2028	4,971,000
2029	4,820,000
2030	4,251,000

provided, that in connection with the issuance of Variable Rate Bonds, in furtherance of the general obligation full faith and credit promise of the Board to pay the principal and redemption price of and interest on the Bonds, the Board will take all actions necessary to levy upon all of the taxable property within the School District, in the years for which any of the Bonds are outstanding, a direct annual tax, including any direct annual tax required to be levied in excess of that levied in this Resolution, for collection on a timely basis to make such payments (the taxes levied or to be levied pursuant to this **Section 3(a)**, being referred to herein as the “**Pledged Taxes**”).

(b) After this Resolution becomes effective, a copy hereof, certified by the Secretary of the Board, shall be filed with each of the County Clerks of The Counties of Cook and DuPage, Illinois (the "**County Clerks**"); and the County Clerks shall in and for each of the years required, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said year in and by the Board for general corporate purposes of the Board; and in said year the Pledged Taxes shall be levied and collected by and for and on behalf of the Board in like manner as taxes for general corporate purposes of the Board for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, if required pursuant to any escrow or similar agreement executed and delivered pursuant to **Section 5** of this Resolution, the taxes hereby levied shall be deposited with the designated bank, trust company or national banking association.

(c) At the time and in the manner set forth in each Indenture, the Board shall direct the abatement of the Pledged Taxes in whole or in part.

(d) The notification of sale of any Series of the Bonds delivered by the Designated Officials pursuant to **Section 4(e)** of this Resolution may provide for the allocation of all or a portion of the Pledged Taxes levied for any year pursuant to this Resolution to the payment of the principal and redemption price of and interest on such Series of the Bonds.

4. *Sale of the Bonds, Purchase and Sale Agreements.* (a) Each Series of the Bonds shall be sold and delivered to the Purchasers, subject to the terms and conditions of the applicable Purchase and Sale Agreement; provided, (i) that the aggregate purchase price of any Current Interest Bonds or Variable Rate Bonds shall be not less than 97 percent of the principal amount thereof to be issued (less any original issue discount used in the marketing thereof) plus accrued interest from their date to the date of delivery thereof, (ii) that the aggregate purchase price of any Capital Appreciation Bonds or Convertible Bonds shall not be less than 97 percent of the aggregate original principal amount thereof and (iii) that the compensation paid to the Purchasers in connection with the sale of any Variable Rate Bonds shall not exceed 3 percent of the principal amount thereof. The Senior Vice President of Finance and the Chief Financial Officer each individually are hereby authorized to execute and deliver on behalf of the Board a Purchase and Sale Agreement with respect to the sale of the Bonds of each Series, which (i) in the case of a Bond Purchase Agreement or a Placement Agreement shall be in substantially the form used in previous and similar financings of the Board and (ii) in the case of a Competitive Sale Agreement shall contain terms and provisions no less favorable to the Board as those contained in a Bond Purchase Agreement or Placement Agreement. Any such Purchase and Sale Agreement shall contain such final terms as shall be approved by the person executing such document, such approval to be evidenced by such person's execution thereof, and the Senior Vice President of Finance and the Chief Financial Officer are each also individually authorized to do all things necessary and essential to effectuate the provisions of such Purchase and Sale Agreement, as executed, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. The Senior Vice President of Finance or the Chief Financial Officer shall make a finding in connection with the execution of each Purchase and Sale Agreement that (i) the Bonds sold thereunder have been sold at such price and bear

interest at such rate that neither the true interest cost (yield) nor the net interest rate received upon the sale of such Bonds exceeds the maximum rate otherwise authorized by applicable law, and (ii) that no person holding any office of the Board, either by election or appointment, is in any manner interested, either directly or indirectly, in his or her own name, in the name of any other person, association, trust or corporation, in the applicable Indenture, any escrow or similar agreement executed and delivered pursuant to **Section 5** of this Resolution, the applicable Purchase and Sale Agreement or any agreement with a Bond Insurer, Debt Reserve Credit Facility Provider or Credit Provider authorized by paragraphs (b), (c) and (d) of this Section, or in the issuance and sale of such Bonds, in accordance with the laws of the State of Illinois and the Code of Ethics of the Board (Board Rule No. 11-0525-PO2, as amended).

(b) In connection with any sale of the Bonds of each Series, each of the Designated Officials is hereby authorized to obtain a bond insurance policy from such recognized bond insurer as such Designated Official shall determine (the "**Bond Insurer**") if said Designated Official determines such bond insurance policy to be desirable in connection with the sale of such Series of Bonds. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Bond Insurer that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution and to pay upfront or annual fees to the Bond Insurer in connection therewith.

(c) In lieu of, or in addition to, the deposit of proceeds of the Bonds of any Series or other funds into a debt service reserve fund as authorized in paragraph (g) of this Section, each of the Designated Officials is hereby authorized to obtain a debt reserve credit facility from such recognized provider as such Designated Official shall determine (the "**Debt Reserve Credit Facility Provider**") if such Designated Official determines such debt reserve credit facility to be desirable in providing for the funding of any required debt service reserve fund. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Debt Reserve Credit Facility Provider that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution, including the payment of reasonable fees to any Debt Reserve Credit Facility Provider.

(d) In connection with the sale of the Bonds of any Series, to provide additional security and liquidity for such Bonds, each of the Designated Officials is hereby authorized to obtain a letter of credit, line of credit or other credit or liquidity facility, including similar agreements with or facilities issued by a Bond Insurer (a "**Credit Facility**"), if determined by such Designated Official to be desirable in connection with such sale of Bonds. Each of the Designated Officials is hereby further authorized to appoint one or more banks, Bond Insurers or other financial institutions to issue such Credit Facility (the "**Credit Provider**") and to execute and deliver on behalf of the Board a credit, reimbursement or similar agreement (the "**Credit Agreement**") providing for the issuance of the Credit Facility and the obligation of the Board to repay funds borrowed under the Credit Facility or advances made by the Credit Provider under the Credit Facility with respect to such Bonds. The Credit Facility may be in a form that provides for the purchase of such Bonds by the Credit Provider (any such Bond so purchased being referred to as

a **"Bank Bond"**) and the Indenture as executed and delivered shall reflect the terms and provisions of such Bank Bonds. Any Bonds outstanding as Bank Bonds shall be secured as provided in the applicable Indenture. The annual fee paid to any Credit Provider for the provision of a Credit Facility shall not exceed 3 percent of the amount available to be drawn or advanced under such Credit Facility.

The Credit Agreement may provide that alternative interest rates or provisions will apply during such times as the Bonds constitute Bank Bonds or the Board has outstanding repayment obligations to the Credit Provider (the **"Credit Provider Rate"**), which Credit Provider Rate shall not exceed the maximum permitted by law, but in no event more than 15 percent per annum (the **"Maximum Credit Provider Rate"**). The Credit Agreement may further provide that to the extent the Credit Provider Rate determined at any time pursuant to the Credit Agreement exceeds the Maximum Credit Provider Rate, such excess may accrue at the then-applicable Credit Provider Rate (but in no event may such excess accrue at a rate in excess of 25 percent per annum) and be added to the Credit Provider Rate at such time or times thereafter as the Credit Provider Rate shall be less than the Maximum Credit Provider Rate; provided, that at no time shall the Credit Provider Rate per annum exceed the Maximum Credit Provider Rate.

(e) Subsequent to the sale of the Bonds of any Series, any Designated Officials shall file in the Office of the Secretary of the Board a notification of sale directed to the Board setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions and interest rates for the Bonds of each Series sold, (ii) a description of the specific Pledged Revenues pledged to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of the Bonds of such Series, (iii) the principal amounts of the Bonds of each Series sold as Current Interest Bonds, Capital Appreciation Bonds, Convertible Bonds and Variable Rate Bonds, respectively, (iv) in the case of Bonds sold as Capital Appreciation Bonds and Convertible Bonds, (A) the Original Principal Amounts of and Yields to Maturity on the Capital Appreciation Bonds and Convertible Bonds being sold, and (B) a table of Compound Accreted Value per \$5,000 Maturity Amount for any Capital Appreciation Bonds and Convertible Bonds being sold, setting forth the Compound Accreted Value of each such Capital Appreciation Bond and Convertible Bonds on each semiannual compounding date, (v) the interest rates on the Current Interest Bonds sold or, in the case of Variable Rate Bonds, a description of the method of determining the interest rate applicable from time to time to such Variable Rate Bonds, (vi) debt service schedules for the Bonds of each Series, together with determinable investment earnings from the investment of moneys held in the funds and accounts pursuant to the applicable Indenture, demonstrating that the Pledged Revenues and said investment earnings and moneys held in the funds and accounts pursuant to such Indenture, are expected to be in an amount sufficient to provide the debt service coverage described in **Section 2(b)** of this Resolution, (vii) the terms and provisions for the conversion of the Compound Accrued Value of any Convertible Bonds issued hereunder into Current Interest Bonds, (viii) the application of the proceeds of such Bonds for the purposes and within the limitations set forth in paragraph (g) of this Section, (ix) if a bond insurance policy is obtained as authorized herein, the identity of the Bond Insurer issuing the bond insurance policy and the premium and any fees required to be paid thereto, (x) if a debt reserve credit facility is obtained as authorized herein, the identity of the Debt

Reserve Credit Facility Provider issuing the debt reserve credit facility, (xi) if a Credit Facility is obtained as authorized herein, the identity of the Credit Provider Issuing the Credit Facility, and a copy of the Credit Agreement between the Board and such Credit Provider shall be attached to said notification of sale, (xii) the identity of the Trustee designated pursuant to **Section 2** of this Resolution with respect to the Bonds of such Series, (xiii) the applicable redemption date or dates of the Series 2011C-1 Bonds and Series 2013A-1 Bonds being refunded, (xiv) the identity of any bank or trust company selected by a Designated Official to serve as Refunding Escrow Agent pursuant to the authorization granted in paragraph (j) of this Section, (xv) if an escrow or other similar agreement is to be executed and delivered as authorized in **Section 5** of this Resolution, a copy of such agreement shall be attached to said notification of sale and (xvi) the identity of and the compensation paid to the Purchasers in connection with such sale.

In the event that the Designated Official executing such notification of sale determines that the Bonds have been sold in such principal amount or maturing or bearing interest so as to require the levy of taxes in any year less than the amount specified therefor in **Section 3(a)** of this Resolution, then such Designated Official shall include, in the notification of sale described in this Section, the amount of reduction in the amount levied in **Section 3(a)** of this Resolution for each year resulting from such sale, and in addition, any one or more of the Designated Officials shall file in the respective offices of the County Clerks certificates of tax abatement for such years. In the case of Variable Rate Bonds, such amounts to be abated from taxes levied may be determined by reference to any projections of debt service on such Variable Rate Bonds provided to the Board at the time of sale of such Bonds. No such reduction in the amounts levied in **Section 3(a)** of this Resolution need be made nor must any certificate of tax abatement be filed as described in the preceding sentence until either or both of the Designated Officials have determined that any amount so levied in **Section 3(a)** of this Resolution will not be needed to secure the Bonds being sold at that time or any Series of Bonds to be sold in the future. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of taxes levied pursuant to **Section 3(a)** of this Resolution, shall indicate the amount of reduction in the amount of taxes levied by the Board resulting from the sale of such Bonds, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by the County Clerks. Each of the Designated Officials is also authorized to file in the respective offices of the County Clerks certificates of tax abatement reflecting the refunding of the Series 2011C-1 Bonds and the Series 2013A-1 Bonds.

(f) The distribution of a Preliminary Official Statement, Private Placement Memorandum or Notice of Public Sale relating to each Series of the Bonds (the "**Disclosure Document**") in substantially the respective forms delivered in connection with previous issues of Fixed Rate Bonds and Variable Rate Bonds and previous issues secured by some or all of the Pledged Revenues, but with such changes as shall be approved by a Designated Official to reflect the terms of the Bonds proposed to be sold and the

method of sale of such Bonds, is hereby in all respects, ratified, authorized and approved and shall be "deemed final" for purposes of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12"), and the proposed use by the Underwriters or the Competitive Purchasers of a final Official Statement (in substantially the form (i) of the Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the Bonds being sold or (ii) authorized herein for a Preliminary Official Statement if none is used in the marketing of the Bonds being sold) is hereby approved. Each Designated Official is hereby authorized and directed to execute the final Official Statement or other Disclosure Document, as appropriate, on behalf of the Board.

In connection with the sale of a Series of the Bonds, the Designated Officials are hereby authorized to provide to prospective Private Purchasers such information regarding the Board's operations and finances as would typically be included in a Disclosure Document and to enter into such discussions and negotiations with such prospective Private Purchasers as such Designated Officials shall deem appropriate. In addition, the Designated Officials are hereby authorized to prepare a Notice of Sale for distribution to potential bidders in connection with a public, competitive sale of a Series of the Bonds and to take all actions necessary to conduct any such sale.

(g) The proceeds from the sale of each Series of the Bonds shall be applied to the payment of costs of the Refunding, and such proceeds shall also be applied as provided in the applicable Indenture. All of such proceeds are hereby appropriated for the purposes specified in this paragraph.

(h) The Senior Vice President of Finance and the Chief Financial Officer are hereby each authorized individually to enter into or approve such agreements with investment providers as shall be necessary or advisable in connection with the investment of any funds on deposit under the Indenture, to the extent such investments are authorized under the terms of the Indenture, the Investment Policy of the Board and applicable law, as in effect from time to time.

(i) For the purpose of providing for the Refunding, each of the Designated Officials is hereby authorized to execute and deliver one or more refunding escrow agreements (each, a "**Refunding Escrow Agreement**") on behalf of the Board, attested by the Secretary of the Board, such Refunding Escrow Agreements to be in substantially the form executed and delivered in connection with previous refundings of obligations issued by or on behalf of the Board, but with such changes therein as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such official's approval and this Board's approval of any changes or revisions therein from such form of Refunding Escrow Agreement. Each of the Designated Officials is hereby authorized to designate a bank or trust company to act as Refunding Escrow Agent under each Refunding Escrow Agreement. Each Refunding Escrow Agreement may include, to the extent permitted by law, agreements entered into between the Board and providers of securities under which agreements providers agree to purchase from or sell to the Board specified securities on specific dates at predetermined prices, all as established at the time of execution of any such agreement

5. *Escrow of Pledged Revenues.* If deemed necessary and desirable to provide additional security for any Bonds, each of the Designated Officials is hereby authorized to execute and deliver on behalf of the Board, and the Secretary is authorized to attest, a form of escrow or other similar agreement

with a bank, trust company or national banking association having the same qualifications as those set forth in **Section 2(a)** of this Resolution for a Trustee, reflecting the issuance of the Bonds and such segregation of Pledged Revenues and Pledged Taxes as the Designated Official executing such agreement shall deem appropriate.

6. *Pledged Taxes Escrow Direction.* Each of the Designated Officials is hereby authorized, pursuant to authority contained in Section 20-90 of the Property Tax Code of the State of Illinois, as amended, to execute a written direction to the County Collectors of The Counties of Cook and DuPage, Illinois (the "**County Collectors**"), (i) to deposit the collections of the Pledged Taxes as and when extended for collection directly with such escrow agent designated pursuant to **Section 5** of this Resolution in order to secure the payment of the principal of and interest on the Bonds, and (ii) to the extent necessary, advising the County Collectors of the abatement of the Pledged Taxes. The Designated Officials are authorized to file a certified copy of this Resolution with each of the County Collectors.

7. *Tax-Exemption and Non-Arbitrage.* Each of the Designated Officials is hereby authorized to take any other actions and to execute any other documents and certificates necessary to assure that the interest payments with respect to the Bonds of each Series are excludable from gross income for Federal income tax purposes, to assure that the Bonds do not constitute "arbitrage bonds" or "private activity bonds" under the Internal Revenue Code of 1986, as amended, and to effectuate the issuance and delivery of the Bonds, including but not limited to the execution and delivery of a Tax Agreement; provided, however, that any of the Bonds may be issued as Bonds the interest on which is includible in the gross income of the owner thereof for federal income tax purposes if determined by a Designated Official to be beneficial to the Board.

8. *Continuing Disclosure Undertaking.* Each of the Designated Officials is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings (each, a "**Continuing Disclosure Undertaking**") evidencing the Board's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, as applicable to the Bonds of each Series. Notwithstanding any other provision of this Resolution or any Indenture, the sole remedies for any failure by the Board to comply with a Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond of the applicable Series to seek mandamus or specific performance by court order to cause the Board to comply with its obligations under such Continuing Disclosure Undertaking. Each Continuing Disclosure Undertaking shall be in substantially the form used in previous financings of the Board, but with such changes therein as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such official's approval and this Board's approval of any changes or revisions therein from such form of Continuing Disclosure Undertaking.

9. *Further Acts.* Each of the Designated Officials, officials or officers of the Board are hereby authorized to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Bonds, including, but not limited to, the exercise following the delivery date of the Bonds of any power or authority delegated to such official

under this Resolution with respect to the Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

All actions of the officials or officers of the Board that are in conformity with the purposes and intent of this Resolution are hereby in all respects ratified, approved, and confirmed.

10. *Severability.* The provisions of this Resolution are hereby declared to be severable; and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions.

11. *Repealer and Effective Date.* All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption.

16-1026-RS3

**RESOLUTION TO ESTABLISH THE ELEMENTARY SCHOOL SPORTS PROGRAM
AT CHICAGO PUBLIC SCHOOLS**

WHEREAS, developing the values, skills and abilities learned from participation in athletics - sportsmanship, teamwork, problem-solving, self-confidence, accountability - is an essential component of an individual's success during life and the mission of Chicago Public Schools ("CPS"); and

WHEREAS, the Board of Education of the City of Chicago (the "Board") dedicates itself to establishing and maintaining the highest standards of good sportsmanship, fair play and citizenship so that students' participation in athletics enriches their educational experience; and

WHEREAS, the Board seeks to provide as many students as possible the opportunity to benefit from participation in individual and/or team sports; and

WHEREAS, historically, CPS elementary schools have not been able to accommodate all students who express interest in participating in afterschool athletics, and the many benefits of youth sports have only been afforded to a small number of the highest performing student-athletes.

NOW, THEREFORE, Be It and It is Hereby Resolved by the Board as follows:

1. The Board establishes the Elementary School Sports Program, a district-wide interscholastic athletics program for CPS elementary school students in grades five (5) through eight (8).
2. The Chief Executive Officer is authorized to take all actions consistent with this Resolution, the Chicago Public Schools Athletics Constitution and Bylaws, and other Board Rules and Policies to implement, administer and operate the Elementary School Sports Program.
3. The Chief Executive Officer is authorized to pursue public-private partnerships, working with CPS alumni, volunteers, sister agencies, sports organizations, professional sports teams, the corporate community and/or other interested individuals or organizations, to facilitate the implementation, administration and operation of the Elementary School Sports Program.
4. CPS will provide all fifth (5th) through eighth (8th) grade students who express an interest in participation in a sport the opportunity to participate in the sport under the supervision of a committed coach who will promote an inclusive athletics culture.

5. Elementary sports coaches will ensure minimum playing time, so each participating student has the opportunity to practice and play during contests.
6. The Chief Executive Officer is authorized to establish conferences organized around CPS elementary schools and high schools.
7. Participating high schools will host elementary contests in high school facilities, allowing for the development of stronger community relationships between high school and elementary school employees, students, community members and other stakeholders.
8. The Elementary School Sports Program will provide additional engagement and development opportunities for high school student volunteers and other non-student volunteers by allowing volunteers to perform contest duties, such as scorekeeping, scoreboard operation and timekeeping.
9. When possible, contests will occur on weekends at high school facilities and practices will occur on weekdays at elementary schools. Partners will provide supplemental facilities to ensure there are enough locations for contests and practices.
10. The principals of participating elementary schools must identify a school representative to be responsible for assisting with program activities, including but not limited to overseeing student registration and tracking participation.
11. The Elementary School Sports Program shall be the framework for interscholastic athletic league play of sports administered by CPS. Elementary schools that choose not to participate in the Elementary School Sports Program may organize intramural athletics within their schools.
12. The Elementary School Sports Program shall be consistently delivered across the district.

16-1026-RS4

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

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

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

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

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

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

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

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

Exhibit A

NEW APPOINTED LSC MEMBERS

TEACHER MEMBER

Pamela Minniefield
Margaret Burke
Jeanine Cahill
Concepcion Moreno
Ilona Bibrowicz
Justin Altay
Vicki Bakis
Ashley Reyes
Jen Alper
Bernadette Shields
Lori Koziana
Brian Brennan
Derrick Bullie
David Taylor

REPLACING

Matthew C. Cunningham
Position Vacant
Suzanne Schroeder
Alison L. Kool
Sonia E. Ramos
Karyn A. Keenan
Joan Petrakos
Karina P. Rice
Linda Hunt
Sandra Brown
Homero Penuelas
Position Vacant
Kevin R. Samerson
Position Vacant

SCHOOL

Chopin E. S.
Ebinger E. S.
Edison Park E. S.
Galileo E. S.
Greeley E. S.
LaSalle E. S.
McCutcheon E. S.
Saucedo E. S.
O. A. Thorp E. S.
Wentworth E. S.
Curie Metro H. S.
Kelvyn Park H. S.
Uplift H. S.
Uplift H. S.

NON-TEACHER MEMBER

Jose Radilla

REPLACING

Position Vacant

SCHOOL

Kelvyn Park H. S.

ADVOCATE MEMBER

Juenell D. Jackson

REPLACING

Position Vacant

SCHOOL

Raby H. S.

16-1026-PO1

**RESCIND BOARD REPORT 12-0822-PO1
AND ADOPT A NEW CHICAGO PUBLIC SCHOOLS ATHLETICS CONSTITUTION AND BYLAWS**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board rescind Board Report 12-0822-PO1, Chicago Public High Schools Athletic Association Constitution and Bylaws, and adopt a new Chicago Public Schools Athletics Constitution and Bylaws.

**CHICAGO PUBLIC SCHOOLS ATHLETICS
CONSTITUTION**

ARTICLE I – NAMES:

Chicago Public Schools Athletics encompasses the Chicago Public League and the Elementary School Sports Program.

ARTICLE II – STATEMENT OF PURPOSE:

The fundamental purpose of Chicago Public Schools Athletics shall be to promote interscholastic athletics for students in Chicago public schools and participating Chicago charter schools so that participants will enjoy the benefits of physical fitness, teamwork and discipline that involvement in athletics can bring. Chicago Public Schools recognizes athletics as an extracurricular activity and asserts that participation in athletics is a privilege and not a right for those student-athletes who take part in the variety of sports offered by Chicago Public Schools.

Chicago Public Schools dedicates itself to establishing and maintaining the highest standards of good sportsmanship, fair play and citizenship so that students' participation in athletics programs enriches their educational experience. Chicago Public Schools also commits itself to a principle of equal access to its interscholastic programs for all Chicago public school students that takes into consideration factors that affect the ability of students to safely participate in sponsored athletic events.

Chicago Public Schools shall fully execute the requirements of the Chicago Public Schools Athletics Constitution and Bylaws and promote compliance by all student-athletes, coaches, athletic directors, principals, other school officials and third-party partners. In addition, Chicago Public Schools may issue future regulations which further define and interpret provisions of the Chicago Public Schools Athletics Constitution and Bylaws.

Chicago Public Schools also commits to abide by the rules and regulations promulgated by the Illinois High School Association ("IHSA"). In those instances where the rules of Chicago Public Schools are stricter than those of the IHSA, the rules of Chicago Public Schools will govern.

ARTICLE III – MEMBERSHIP:

Membership in the Chicago Public League or the Elementary School Sports Program shall be limited to high schools or elementary schools under the supervision of the Board of Education of the City of Chicago ("Board") and any charter schools authorized by the Board which elect to become members of these organizations.

ARTICLE IV – MANAGEMENT:

Section 1 – Chief Executive Officer

The Chief Executive Officer has final decision authority over all matters relating to the administration, organization, delivery and operation of Chicago Public Schools interscholastic athletics.

Section 2 – The Office of Sports Administration

The Office of Sports Administration shall be responsible for:

- A. The administration, organization, delivery and operation of Chicago Public Schools Athletics and any underlying activities;
- B. Providing oversight for and monitoring compliance with applicable rules and regulations;
- C. The administration of all individual/team sports committees and the recommendation of membership;
- D. The determination of all actions regarding rule interpretations, protests, violations and/or eligibility after full investigation;
- E. Advising the Chief Executive Officer on all matters regarding interscholastic athletics; and
- F. Communicating academic eligibility rules and requirements for student-athletes.

Section 3 – School Principals

School principals are ultimately accountable for the local administration of athletics programs and other related activities at their schools. Principals are responsible for ensuring compliance with athletics rules and regulations at their schools.

Principals may designate an official representative to be responsible for coordinating local athletics programs and to serve as the primary liaison between their school and the Office of Sports Administration. A school principal may serve as the official representative for his or her school or identify an appropriate representative, such as an assistant principal or athletic director. While a principal may delegate responsibilities to an official representative, principals remain ultimately accountable for ensuring compliance with all athletics rules and regulations at their schools.

Section 4 – Elementary and High School Athletics Advisory Councils

Two representative councils of school principals shall be established to advise the Office of Sports Administration on matters related to the administration and operation of interscholastic athletics at Chicago Public Schools and review appeals in a manner consistent with Article VII Section 2 of the Chicago Public Schools Athletics Bylaws. One council shall be comprised of elementary school principals who represent the interests of schools that participate in the Elementary Schools Sports Program and one council shall be comprised of high school principals who represent the interests of schools that participate in the Chicago Public League.

The Elementary and High School Athletics Advisory Councils shall be responsible for:

- A. Advising the Office of Sports Administration on matters related to the administration, organization, delivery and operation of interscholastic athletics at Chicago Public Schools;
- B. Reviewing appeals in a manner consistent with Article VII Section 2 of the Chicago Public Schools Athletics Bylaws; and

- C. Issuing appeal recommendations in a manner consistent with Article VII Section 2 of the Chicago Public Schools Athletics Bylaws.

During the first meeting of each Athletics Advisory Council, members shall select an individual member who shall serve as the Chairperson for their respective council. Each Chairperson shall be responsible for administering council meetings and activities in a manner consistent with the responsibilities identified in the Chicago Public Schools Athletics Constitution and Bylaws and any direction received from the Chief Education Officer.

Section 5 – Chief Education Officer

The Chief Education Officer shall be responsible for:

- A. Establishing the membership structure for the Athletics Advisory Councils in a manner that promotes equitable representation for participating schools;
- B. Establishing procedures for the selection of Athletics Advisory Council members and for the replacement of members in the event of member vacancy or incapacitation; and
- C. Establishing the membership duration for all members of the Athletics Advisory Councils.
- D. Advising the Office of Sports Administration on matters regarding academic eligibility rules and requirements for student-athletes.

Section 6 – Individual/Team Sports Administration

The Office of Sports Administration shall be responsible for the administration and operation of all approved sports offered through the Chicago Public League and the Elementary School Sports Program. The Office of Sports Administration may identify individuals from its staff to be responsible for planning and coordinating the activities of specific sports, including the establishment of contest schedules.

The Office of Sports Administration may establish a representative committee of coaches to assist with the operation of activities pertaining to each sport. Coach committees shall be responsible for:

- A. Supporting the Office of Sports Administration with the administration and operations of their sport;
- B. Making recommendations to the Office of Sports Administration regarding the administration and operation of their sport;
- C. Serving as the collective voice for the broader coaching community for their sport; and
- D. Promoting the professional development of other coaches within their sport.

CHICAGO PUBLIC SCHOOLS ATHLETICS BYLAWS

ARTICLE I – CHICAGO PUBLIC SCHOOLS ATHLETICS BYLAWS AND IHSA:

Chicago Public Schools commits to abide by the rules and regulations promulgated by the Illinois High School Association ("IHSA"). In those instances where the rules of Chicago Public Schools are stricter than those of the IHSA, the rules of Chicago Public Schools will govern.

ARTICLE II – SPECIFIC RESPONSIBILITIES OF SCHOOL PRINCIPALS:

Section 1 – Constitution and Bylaws Distribution

Principals shall issue an electronic or hard copy of the Chicago Public Schools Athletics Constitution and Bylaws and any regulations promulgated in conjunction therewith to all coaches, student-athletes and other school representatives participating in Chicago Public Schools Athletics.

Section 2 – Coach Oversight

Principals shall ensure that all paid and volunteer coaches are properly staffed and certified prior to working with any students. Principals are responsible for maintaining an accurate roster of all paid and volunteer coaches and reporting this information to the Office of Sports Administration. The Office of Sports Administration shall issue requirements and procedures for maintaining coaching records. Principals shall be responsible for ensuring that their school complies with the record keeping and reporting requirements established by the Office of Sports Administration.

Section 3 – Safety and Security

Principals shall assign a Concussion Oversight Supervisor (COS) to monitor and enforce the Concussion Management Policy of the Board of Education of the City of Chicago.

Principals shall submit to the Office of Safety and Security a crowd control/security plan and an emergency action plan for the scheduled competitions of each sport prior to the commencement of the season.

Principals shall see that there is sufficient faculty and/or police supervision at all contests and activities to properly handle the spectators.

Section 4 – Student-Athlete Eligibility

Principals are ultimately responsible for ensuring that all students from their school who participate in athletic activities satisfy all eligibility rules and requirements.

ARTICLE III – SPECIFIC RESPONSIBILITIES OF COACHES:

Section 1 – High School Coach Staffing and Professional Credentials

In order to serve as a paid or volunteer high school athletic coach, an individual must:

- A. Satisfy all CPS staffing requirements, which include but are not limited to an online application, background check and drug test;
- B. Complete an IHSA-approved Coaches Certification program;
- C. Complete the concussion management training specified by the Office of Sports Administration;
- D. Satisfy annual professional development and training requirements specified by the Office of Sports Administration; and
- E. Be well versed in the latest edition of the National Federation of High Schools (NFHS) rules and regulations for the sport that they are coaching, the IHSA Constitution and Bylaws, and the Chicago Public Schools Athletics Constitution and Bylaws.

Section 2 – Coaches as Role Models

Coaches are role models to players, students, staff and the general public and shall conduct themselves accordingly at all times. Coaches shall be attentive to the academic progress of their students and display good sportsmanship and respect for institutions, school officials, spectators, fans, opposing teams and students at all times. Coaches shall not engage in any acts that violate these Bylaws or any other Board rule or policy.

Section 3 – Behavior

Coaches shall not engage in unsportsmanlike conduct, including but not limited to:

- A. Use of profane or abusive language directed at players, officials, coaches or spectators.
- B. Disrespect of officials.
- C. Taunting of opposing players, officials, coaches or spectators.
- D. Throwing objects.
- E. Any actions before, during or after an athletic contest that are intended to provoke hostility towards an opposing team's players, coaches, school officials or students.
- F. Other conduct that a reasonable person would consider unprofessional.

Section 4 – Behavior with Officials

Coaches shall not visibly, audibly or in any other manner display disrespect for the decisions of officials during the contest or in any place where a crowd or player might see and/or hear a coach.

Section 5 – Attire

Coaches shall inspire respect by wearing appropriate attire. Therefore, professional or team-related attire should be worn by coaches during contests.

Section 6 – Smoking and Drinking

Coaches shall not smoke or drink alcoholic beverages or be under the influence of alcoholic beverages or any illegal substance at any time while performing their coaching duties.

Section 7 – Student-Athlete Eligibility

Coaches are responsible for maintaining awareness of the individual eligibility status of student athletes on their team. Coaches are responsible for assisting school administrators, including principals and athletic directors, with monitoring student-athlete compliance with eligibility rules and requirements.

Coaches shall not permit any student to participate in any practices or contests if:

- A. The student does not have medical clearance from a healthcare professional.
- B. The student is serving a suspension under the Student Code of Conduct.

Coaches shall not permit any high school student to participate in contests if:

- A. The student is academically ineligible as defined by Board rules and policies, or other requirements communicated by the Office of Sports Administration.
- B. The student has not received approval from the Office of Sports Administration following a school transfer as defined in Article VI Section 3.

Section 8 – Computer-Generated Eligibility Sheets

High school coaches are responsible for assisting school administrators, including principals and athletic directors, with preparing student-athlete records and official computer-generated eligibility sheets to establish that participants are eligible to compete.

Section 9 – Participant Safety

Coaches are responsible for ensuring that participants wear proper safety equipment, where applicable, and for requiring players to remove any items that have been flagged as potentially dangerous by the contest's officials.

Section 10 – Concussion Management

Coaches shall comply with the Board's Concussions Management Policy, including but not limited to, the removal from participation, students' return to play, and all reporting and documentation requirements.

Section 11 – Respect for Colors

Coaches shall instruct their players to be available and to cease pre-contest team activities (e.g., warm-up activity) when the colors are presented at the opening of a contest.

Section 12 – Lockers & Security

The coach of the home team shall ensure the visiting team has access to lockers and/or other secure accommodations.

Section 13 – Entering the Playing Field

Coaches shall not go onto the field or playing area during a contest except with the permission of an official.

Section 14 – Timeliness & Forfeitures

Coaches shall make every effort to be on time to a scheduled contest. If a coach or team is knowingly unable to arrive on time or be ready to play within 30 minutes of a scheduled contest, the coach shall notify the coach of the opposing team and the Office of Sports Administration. In the event either team is unable to play after 30 minutes of a scheduled contest, both coaches are responsible for contacting the Office of Sports Administration. The Office of Sports Administration shall be the sole arbiter of disagreements arising in these cases and shall be the sole entity responsible for declaring a forfeiture.

Section 15 – Assistance for Officials

The coach of the home team shall assign a school representative to meet officials before a contest. The school representative shall be responsible for arranging for the privacy of the officials before, during and after the contest. The school representative shall provide for any concerns of the officials related to the contest.

Section 16 – Recruiting

Coaches, as well as other individuals formally or informally affiliated with the school, are strictly prohibited from recruiting or exerting undue influence, or attempting to do so, on any person, including student-athletes and their parents or legal guardians, to secure or retain the attendance of a student for purposes of athletic participation at the coach's school. This prohibition pertains to activities undertaken by or on behalf of a coach throughout the year and not just the school year.

Section 17 – Corporal Punishment Prohibited

The use of corporal punishment on students is strictly prohibited. Corporal punishment is the deliberate use of physical force on a student (e.g., slapping, hitting, pushing, shaking, twisting, pinching, choking, swatting, head banging, paddling or use of any type of object or instrument that has contact with a student) or requiring a student to take an action solely for the purpose of causing the student physical pain (e.g., forcing a student to stand or kneel for an inordinate period of time, forcing a student into a physical position that causes pain). Coaches, assistant coaches and athletic directors, whether they are employees or volunteers, are strictly prohibited from inflicting corporal punishment of any kind upon students. This rule shall not be construed to prohibit the use of drills, conditioning and other acceptable coaching methods designed to develop athletic skills, teamwork, physical endurance and strength.

Section 18 – Reporting of Infractions

Coaches who know of any rule infractions or violations of the Chicago Public Schools Athletics Constitution or these Bylaws must report the alleged infraction or violation to the Office of Sports Administration as soon as they learn of the alleged infraction or violation. Coaches who delay the reporting of alleged infractions or violations may cause their teams to forfeit at least one contest, and their school may be fined at the discretion of the Office of Sports Administration.

Section 19 – Compliance with Board Rules and Policies

Coaches shall comply with all Board rules and policies, including, but not limited to, the following:

- A. Chicago Public Schools Athletics Constitution and Bylaws.
- B. No-Pass, No-Play Policy
- C. Board Rule 6-21 which prohibits, inter alia, the deliberate use of force, in particular, the use of any type of object or instrument to paddle a student and/or slapping, hitting, pushing, shaking, twisting, pinching, choking, or swatting a student, including a student-athlete.
- D. Employee Discipline and Due Process Policy.
- E. Student Code of Conduct.
- F. Policy on Reporting Child Abuse and Neglect.
- G. Student Travel Policy.
- H. Policy on Momentary Student Interventions.
- I. Policy on Student Searches and Seizures.
- J. Concussion Management Policy.

ARTICLE IV – APPROVED SPORTS AND THEIR MANAGEMENT:

Section 1 – Approved Sports

The Office of Sports Administration is responsible for communicating the approved list of sports or activities offered through the Chicago Public League and the Elementary School Sports Program. Schools may submit a formal written request to expand the list of approved sports or activities. The Office of Sports Administration reserves the authority to adjust the list of approved sports offered through the Chicago Public League and the Elementary School Sports Program.

Section 2 – High School Sports Seasons

The formal seasons for high school sports are determined according to the IHSA calendar and will conclude with the Chicago Public League Championship contest or meet, with the exception of those teams involved with IHSA tournaments or other authorized contests.

Section 3 – Elementary School Sports Program

The Elementary School Sports Program shall provide elementary students with the opportunity to participate in organized interscholastic league play. The Office of Sports Administration shall be responsible for establishing and promulgating rules and regulations for the administration, organization, delivery and operation of the Elementary School Sports Program.

The Office of Sports Administration's powers include:

- A. Selecting which approved sports shall be part of the program;
- B. Creating elementary sports leagues, teams, schedules and seasons;
- C. Designing and facilitating the implementation of a coaching staffing model;

- D. Selecting facilities for practices and contests; and
- E. Such other actions that are consistent with the Chicago Public Schools Athletics Constitution, these Bylaws and which are necessary for the administration, organization, delivery and operation of the Elementary School Sports Program.

Section 4 – Non-League Contests

For all contests hosted by or involving Chicago Public Schools, all participating teams must be either members of the Chicago Public League, the Elementary School Sports Program, the IHSA, or an equivalent association from their home state.

Non-league high school contests shall not be allowed to conflict with the Chicago Public League schedule. All non-league contests shall be submitted to the Office of Sports Administration prior to the contest for informational purposes. The Office of Sports Administration reserves the right to prohibit the participation of member schools in non-league contests.

On the day of the Chicago Public League Championship game or contest in any one sport, no other high school game or contest in that sport shall be conducted unless approved by the Office of Sports Administration.

Non-league high school contests or any other activities (e.g., practices, scrimmages) are prohibited with any team which is under the ban of Chicago Public Schools and/or the IHSA.

Section 5 – School Representative

Any contest in which two schools are participating shall not begin until the coach or a school representative from each of the contesting schools is present. In contests where more than two schools are participating, each school shall have a coach or school representative.

In the event of a non-appearance of the coach or school representative within the forfeit time limit of that sport, the offending school shall forfeit the contest.

In the event the coach or school representative fails to remain through the contest, the offending school shall forfeit the contest.

Section 6 – Exchange of Official Computer-Generated Eligibility Sheets

The following requirements pertain to high school contests:

- A. Official computer-generated eligibility sheets serve as the documents listing information regarding the students that are eligible for interscholastic participation as indicated by a computer review of eligibility criteria;
- B. Only official computer-generated eligibility sheets will be accepted for purposes of defining eligibility for participants in interscholastic contests involving Chicago Public Schools;
- C. Official computer-generated eligibility sheets may not be altered with additional names that weren't originally printed. Official computer-generated eligibility sheets may be duplicated, but signatures must be original. Prior to the commencement of a contest, teams shall exchange eligibility sheets, which identify all the players that are eligible to participate in the contest;
- D. The participation of a player whose name does not appear on an official computer-generated eligibility sheet may be cause for the forfeiture of the contest;
- E. The participation of an ineligible player, even if his or her name appears on the computer-generated eligibility sheet, may be cause for forfeiture of the contest. In the instance where his or her name is on the official computer-generated eligibility sheet, the name should be flagged or crossed out and the change initialed by a school representative. Under no circumstances should an ineligible student participate in any athletics contest; and
- F. Any clerical or system error, as determined by the Office of Sports Administration, may result in a determination to waive the designated penalty.

Section 7 – Report of Chicago Public League Contests

The following requirements pertain to high school contests:

- A. A school representative shall keep all completed official computer-generated eligibility sheets on file at the school and shall produce them to the Office of Sports Administration upon request;
- B. A school representative must communicate the results of all contests to the Office of Sports Administration as soon as practicable according to the procedures established by the Office of Sports Administration; and

- C. In individual sports, where a number of schools are competing, the host school of that event shall send the official computer-generated eligibility sheets and a report of the contest to the Office of Sports Administration.

Section 8 – Alumni Contests and Games

Alumni contests and games are prohibited in all sports.

Section 9 – Ticket Practices and Post-Season Seating Arrangements

- A. The Office of Sports Administration is responsible for establishing ticket practices and prices for all athletics contests between schools of the Chicago Public League and schools of the Elementary School Sports Program.
- B. The Office of Sports Administration is responsible for determining seating arrangements for all post-season contests that occur at neutral locations.
- C. For any Chicago Public League semi-final or championship game, the schools of participating teams are entitled to an equal proportion of tickets available for purchase.

ARTICLE V – RECORDS OF HIGH SCHOOL ELIGIBILITY:

Section 1 - Central Office Record Sheet

The Central Office Record Sheet is an electronic roster of the players who participate on a team. Each school that participates in the Chicago Public League is required to populate a Central Office Record Sheet for each participating team prior to the first contest of the season. Schools are required to maintain the accuracy of the information contained on the Central Office Record Sheet during the season. The Central Office Record Sheet shall include the following information for each player:

- A. Player's full name.
- B. Identification number.
- C. Date of birth.
- D. Home address, including zip code.
- E. Number of semesters of high school attendance.

Participation of a player whose name does not appear on the Central Office Record Sheet at the time of participation may result in the forfeit of the game or contest in which the player participated. Upon conclusion of each season, schools must provide a signed copy of the final Central Office Record Sheet to the Office of Sports Administration. The final copy of each Central Office Record Sheet must be signed by the principal, athletic director and coach of the associated school. Upon request, the Office of Sports Administration shall make available the Central Office Record Sheets provided by schools.

Section 2 - Player's Record Packet

Before eligibility is established and before participation in any practice or contest, each participant in the Chicago Public League shall submit a completed player record packet. A school representative (e.g., athletic director, coach) is responsible for securing the packet from the participant and the high school athletic director is responsible for recording the information in the IMPACT sports module and filing these packets at their school. The principal is ultimately responsible for ensuring all participating student-athletes have a completed player record packet on file at their school.

A complete player record packet shall include:

- A. Date and evidence of birth.
- B. Athletic participation history.
- C. Certificate of physical fitness dated within 395 calendar days, including a physician's permission to participate, as attested to by signature.
- D. Written consent of a parent or guardian for athletic participation and acknowledgement of risk.
- E. IHSA Concussion Awareness Form.
- F. Acknowledgement of receipt of the Chicago Public Schools Athletics Constitution and Bylaws.
- G. Signature of student.

ARTICLE VI – ELIGIBILITY:

Section 1 – Academic Eligibility Rules and Requirements

The Board of Education of the City of Chicago has established academic eligibility rules and requirements for student-athletes who wish to participate in school-sponsored athletics or related extracurricular activities. The Office of Sports Administration shall communicate academic eligibility rules and requirements to member schools of the Chicago Public League and the Elementary School Sports Program. Coaches are responsible for maintaining awareness of the individual eligibility status of student athletes on their team. Coaches are responsible for assisting school administrators, including principals and athletic directors, with monitoring student-athlete compliance with eligibility rules and requirements. Principals are ultimately responsible for ensuring that all students from their school who participate in athletic activities satisfy all eligibility rules and requirements.

Section 2 – Age

For varsity competition, a student shall be eligible through age nineteen (19) unless the student shall become twenty (20) during the sport season in which event eligibility shall terminate on the first day of such season, as the season is defined in the IHSA Bylaws.

For sophomore competition, the student shall be eligible in the first or second year in attendance and shall not have reached the seventeenth (17th) birthday prior to September 1 of the current school year.

For freshmen competition, the student shall be eligible in the first year in attendance and shall not have reached the sixteenth (16th) birthday prior to September 1 of the current school year.

The Office of Sports Administration shall establish the age eligibility requirements for elementary school sports.

Foreign exchange students must abide by all student requirements contained in these Bylaws, including the age requirements.

Section 3 – Transfers

All students who transfer to a Chicago Public Schools high school will be ineligible to compete in athletics for a period of one calendar year from the date of enrollment in the new school or until they have received approval for athletic eligibility from the Office of Sports Administration, as described below.

Transfer students, working with the administrators at their school, may file a request for eligibility with the Office of Sports Administration by submitting a completed transfer packet. The Office of Sports Administration shall communicate the requirements of the transfer packet. The Office of Sports Administration shall communicate the deadlines for submitting transfer packets in order to receive a ruling prior to a season. It is the responsibility of the school on behalf of the student to submit all required documentation to the Office of Sports Administration. Any insufficient or incomplete documentation may delay the eligibility decision made by the Office of Sports Administration.

The Office of Sports Administration's decision will be based on the following criteria:

- A. Chicago Public Schools adheres to IHSA rules regarding the eligibility of transfer students.
- B. In all cases, the Office of Sports Administration's decision shall be given consistent with Article VI and academic eligibility standards established by the Board.
- C. In determining whether a student will be deemed eligible for participation, the Office of Sports Administration will consider whether:
 - There is evidence that the transfer was for primarily athletic reasons; or
 - There is evidence that the transfer was the result of undue influence.
- D. The decision will indicate whether a student will be deemed:
 - Immediately eligible to participate in athletics; or
 - Ineligible to participate in athletics for a period not to exceed one calendar year from the date of enrollment; or
 - Ineligible to participate in a specific sport (e.g., basketball) for a period not to exceed one calendar year from the date of enrollment.

Section 4 – Amateur Standing

Once enrolled, all students, including foreign exchange students, are designated as amateurs and must maintain their amateur status.

A. Definitions.

- a. *Amateur.* An amateur is an individual who has never used his or her knowledge of athletics or athletic skill for pay in any form, and has never played on any team on which there are paid players.
- b. *Athletic award, gift, amenity, gratuity or benefit.* An athletic award, gift, amenity, gratuity, or benefit includes, but is not limited to: money, extension of credit, meals, trips, free summer or off-season training or instructional camps for which other participants pay a fee, use of vehicles, promise of athletic scholarships, promise or receipt of anything of value in excess of \$75.00.
- c. *Media.* Media includes but is not limited to programs, commercials, promotions, or messages, whether broadcast by radio, television, videos, telephone, Internet, cable, or satellite, or published in newspapers, magazines, posters, newsletters, or books. Media does not include news coverage of any kind.
- d. *Pay.* Pay is the receipt of any athletic award, gift, amenity, gratuity, or benefit, for the student's participation in athletics not expressly permitted by these bylaws. Pay does not include an athletic scholarship or a promise of an athletic scholarship to a college or university, provided, that the scholarship is offered through a duly recognized representative of the college or university the student-athlete will attend.
- e. *Student-athlete.* For purposes of this section, a student-athlete is a student who is eligible to and participates in a particular sport at Chicago Public Schools.
- f. *Amateur Status.* All student-athletes must be amateurs.

B. Prohibited Compensation. A student shall not be eligible for competition in a particular sport if the individual:

- a. Uses his or her athletic skill, whether directly or indirectly, for pay in any form in that sport;
- b. Accepts a promise to pay even if such pay is to be received following completion of high school athletics participation;
- c. Signs a contract or commitment of any kind to play professional athletics, regardless of its legal enforceability or any consideration received;
- d. Competes on any professional athletics team and knows (or had reason to know) that the team is a professional athletics team, even if no pay or remuneration for expenses was received.

C. Investigation. An investigation will be conducted by Chicago Public Schools for any impropriety related amateur status. Violation of this section will result in the immediate revocation of a student's eligibility status.

D. Athletic Awards. These rules shall not be interpreted to prohibit the acceptance of letters, medals, cups, or trophies by participants for winning or placing in athletic meets or tournaments in which three or more high schools participate and which are limited to high school students or to participants in non-interscholastic contests on equal terms, provided that in either case the awards must be made by either the Office of Sports Administration, the school, or the organization fostering the contest or meet.

E. Prohibited Acts.

- a. No personnel may provide, directly or indirectly, or solicit others to provide, to any student-athlete any athletic award, gift, amenity, gratuity, free summer or off-season training or instructional camps for which other participants pay a fee, or benefit having a value of more than seventy-five dollars (\$75.00) as a reward for or as an encouragement to engage in athletic participation at any high school of the Chicago Public Schools.
- b. Chicago Public Schools employees determined to have violated this section will be subject to disciplinary action in accordance with Chicago Board of Education Employee Discipline and Due Process Policy as it exists now or as it may hereafter be amended.

F. Promotional Activities. After becoming a student-athlete, a student-athlete shall not be eligible for competition in a particular sport if the student-athlete:

- a. Accepts any remuneration for or permits the use of his or her name or picture to advertise, recommend, or promote directly the sale or use of a commercial product or service of any kind;

- b. Received remuneration for endorsing a commercial product or service through the individual's use of such product or service;
- c. Appears or permits the use of his or her name, picture, or likeness in any media, the purpose of which is to advance a commercial interest without the prior written authorization of the Board; or
- d. If a student-athlete's name or picture appears on commercial items or is used to promote a commercial product sold by an individual or agency without the student-athlete's knowledge or permission, the student-athlete (or the school acting on behalf of the student-athlete) is required to take steps to stop such an activity in order to retain his or her eligibility for competition in a particular sport.

Section 5 – Falsifying Statements

Any individual who knowingly and intentionally has made a false statement in answering any verbal or written questions or requests for information of any authorities of the Chicago Public Schools shall be declared ineligible to represent the school or any other Chicago public school in all sports for a period of time not to exceed one calendar year from the date the Office of Sports Administration issues its determination. In addition, interscholastic team contests in which student is engaged may be forfeited or individual team meets placement may be forfeited and awards returned.

Section 6 – Other Affiliations

While a member of a school team, an athlete shall not represent any out-of-school organizations in the sport during that sport's season.

Section 7 – Student Disciplinary Suspensions

A student-athlete serving an out-of-school suspension for an act of misconduct may not attend school-sponsored events, including athletic competitions, and may not attend activities on school grounds, including team practices, during the term of the suspension.

ARTICLE VII - INVESTIGATIONS, HEARINGS AND APPEALS:

Section 1 – Investigations

Investigations by the Office of Sports Administration of any action regarding rule interpretations, eligibility, fines, terms, conditions or other matters affecting Chicago Public Schools interscholastic athletics shall be commenced as follows:

- A. All requests for an investigation or a determination must be made in writing and directed to the attention of the Office of Sports Administration. The Office of Sports Administration may also initiate or direct the initiation of an investigation if it observes potential misconduct or any violation of athletics rules and regulations.
- B. If the Office of Sports Administration receives a proper written request for a determination or investigation of an alleged impropriety that may give rise to a violation of the Constitution or Bylaws, the Office of Sports Administration shall decide if the request reasonably warrants a determination or an investigation. If an investigation or determination is warranted, the Office of Sports Administration shall conduct an investigation or, if no investigation is required, make a determination on the issue.
- C. If deemed necessary, a hearing may be conducted by the Office of Sports Administration for the sole purpose of gathering relevant and material information concerning the issue under consideration. The Office of Sports Administration is responsible for determining appropriate attendees for the hearing given the nature of each investigation and submitting a written request to attendees, which includes the hearing procedures.
- D. The Office of Sports Administration will issue written findings from the investigation and/or hearing to the requesting party and to other persons affected by the findings as soon as practicably possible. The Office of Sports Administration retains the right to amend its written findings should further evidence arise after an investigation.

Section 2 – Appeal Hearings

Anyone affected by the Office of Sports Administration's written findings may appeal the decision. All requests for appeal must be made in writing to the Chairperson of the respective Elementary or High School Athletics Advisory Council within five school days from the date of the decision. The appellant's request must include the full factual basis and supporting evidence for the appeal. The Chairperson shall forward copies of the appeal and supporting evidence to the Athletic Advisory Council, the principals of the affected schools, the Office of Sports Administration and any other affected parties in a timely manner. Affected parties have five days to submit a written response to the appeal.

In the event that an appeal involves the Chairperson's school or a student or a coach at the school of another Athletic Advisory Council member, the Chairperson, or other Athletic Advisory Council member shall excuse him/herself from the proceedings and another Athletic Advisory Council member shall be appointed by the Chief Education Officer to preside over or participate during the appeal.

The Athletic Advisory Council shall vote on whether to grant the appellant a hearing or base its decision on the written appeal and supporting evidence. The Athletic Advisory Council will grant an appeal hearing unless a majority of all of the Council members vote against granting a hearing. The Chairperson, or presiding Athletic Advisory Council member, is responsible for communicating the council's decision on whether to conduct a hearing within five school days of receiving the written appeal. If the council decides to hear the appeal, the Chairperson, or presiding Athletic Advisory Council member, is responsible for notifying affected parties and scheduling the appeal to be conducted before a majority of the council within 10 school days.

The Chairperson, or presiding Athletic Advisory Council member, shall conduct the appeal hearing. The purpose of the appeal hearing is for the Athletic Advisory Council to gather information that will allow it to make informed, reasoned recommendations on the appeal. The student-athlete, his or her parents or guardians, or an appropriate representative of the student-athlete, or in the case of a coach who is appealing a decision to impose a penalty, the coach, must have an opportunity to present information that is relevant and material to the issue under consideration.

The Chairperson, or presiding Athletic Advisory Council member, shall arrange to have the hearing proceedings documented and made available upon request to the parties involved in the hearing.

The Chairperson shall issue the Athletic Advisory Council's written recommendations to the Office of Sports Administration. The Office of Sports Administration may choose to amend its original ruling based on the recommendation of the Athletic Advisory Council or provide the original ruling with the council's recommendation to the Chief Executive Officer or their designee within 24-hours of the appeal hearing. No later than two school days after receiving the recommendation, the Chief Executive Officer or their designee shall issue a final decision on the appeal, and notify the parties to the appeal of the decision, and also provide the parties with a written copy of the determination.

ARTICLE VIII – RETURN OF ATHLETIC EQUIPMENT:

Section 1 – Return of Athletic Equipment

At the request of school officials, student-athletes must return all athletic equipment in their possession that is school property or they must compensate or replace the equipment with equipment of commensurate kind and quality if lost, stolen or damaged.

Section 2 – Failure to Return Athletic Equipment

Failure to comply with Article VIII Section 1 shall result in a student being barred from interscholastic sports and in a withholding of athletic honors until compliance is met.

ARTICLE IX - INDIVIDUAL ATHLETIC AWARDS:

Section 1 – Determination of Individual Athletics Awards

Each school shall determine appropriate types of school athletics awards.

Each school shall determine the standards on which school athletics awards are based.

Individual awards may be given to Chicago Public League and Elementary School Sports Program championship teams as determined by the Office of Sports Administration.

ARTICLE X – CANCELLATIONS AND FORFEITURES OF CONTESTS:

Section 1 – Inclement Weather Cancellations

Cancellation decisions based on inclement weather should be made two hours before the scheduled start time of a contest between all involved parties in conjunction with the Office of Sports Administration. Contests that are cancelled in this manner do not result in a forfeiture.

Section 2 – Failure to Arrive for Scheduled Contests

A school that does not arrive for a league or non-league contest is subject to forfeit that game or contest and can be liable for all expenses incurred in providing for that contest, if notice of intention not to participate was not given in time to cancel arrangements. The Office of Sports Administration will make the final determination of the status of forfeitures and expense liability.

Section 3 – Forfeitures

A school forfeiting two or more league contests in any sport may stand suspended for the succeeding season in that sport. The Office of Sports Administration will notify the school of the impending suspension with by letter to the principal. Upon completing the suspension period, the school must apply for readmission to the Elementary Sports Program or the Chicago Public League. Teams forfeiting IHSA tournament contests will be fined by the IHSA, will reimburse the host for non-cancelable costs and expenses and may also be subject to additional sanctions at the discretion of the Office of Sports Administration. The suspension may be contested in accordance with the appeal provisions contained in Article VII Section 2.

ARTICLE XI - INFRACTIONS OR PROTESTS:

This section shall govern all protests by and/or between schools regarding an irregularity or infraction occurring during a particular game or contest.

Section 1 – Protests

A protest is a report referred to the Office of Sports Administration regarding some irregularity or infraction occurring during a particular contest.

Section 2 – Protest Procedures

This procedure should be used in situations that arise during regular season or post-season play. If the protest involves a clear violation of Chicago Public Schools Athletics Bylaws or IHSA rules and regulations and supporting evidence exists, the principal or another official representative of the protesting school may contact the Office of Sports Administration to determine if the protest procedure steps need to be followed.

The steps of the protest procedures are as follows:

1. Disagreements shall be taken up first by the school representatives, including administrators, of the involved schools. A special effort must be made not to delay the regular or post-season schedules.
2. If the schools concerned are unable to reach an agreement by 12:00 p.m. on the first school day following the game or contest under protest, the protest then must be registered by phone or in person to the Office of Sports Administration by the principal or school representative in charge of the protesting school.
3. A school representative of the protesting school will follow up Step 2 with written documentation outlining the facts of the protest. The principal or school representative of the protesting school will hand deliver a \$50.00 school check to the Office of Sports Administration by 1:00 p.m. of the same day. The Office of Sports Administration will investigate the matter and will reach a decision before the next affected game or contest.
4. If the protest is upheld, the school ruled against will forfeit the game or contest in question. In the case of a protest occurring during post-season, the school winning the protest will continue to compete in the post-season.
5. If the school ruled against disagrees with the decision, the principal or school representative of that school may request an appeal hearing before the Athletic Advisory Council by following the procedure in Article VII Section 2. Post-season contests will not be delayed. The appropriate Athletics Advisory Council will make every attempt to expedite its recommendation in the event that the final decision affects post-season contest(s).

Section 3 – Protest Fee

The \$50.00 fee will be returned to the protesting school if the protest is won. If the protest is denied, the check is deposited in the Office of Sports Administration's general fund.

Section 4 – Protests Involving Eligibility

Protests involving eligibility may be made at any time.

Section 5 – Investigation Expense

The expense of the investigation shall be borne by the Office of Sports Administration.

ARTICLE XII – SPECIAL RULINGS:

Notwithstanding anything in the Bylaws to the contrary, the following special rules shall apply.

Section 1 – Athletic Tournaments Organized by Schools

- A. Any athletic tournament organized by a school must be authorized by the school principal. The sponsoring principal or official representative should notify the Office of Sports Administration of the tournament.

- B. The individual school responsible for the athletic tournament may appoint a faculty member other than the coach to take charge of all arrangements.
- C. The tournament shall be composed entirely of schools who are members of the IHSA or an equivalent association from their home state.
- D. All IHSA and Chicago Public Schools Athletics rules and regulations shall govern eligibility and play. For all games and contests between Chicago Public League schools, the exchange of official computer-generated eligibility sheets is required.
- E. Principals are responsible for following Board rules and policy and CPS guidance regarding school facilities when organizing non-league athletic events.
- F. Principals are responsible for following Board policy and CPS guidance regarding financial accounting and reporting for non-league athletic events.
- G. Broadcasting or sponsorship or acceptance of funds from outside agencies must be in accordance with Illinois High School Association regulations and must also be authorized in accordance with Board rules and policies.

Section 2 – Football

- A. No contests or scrimmages with other schools shall be permitted before the official IHSA opening of a season.
- B. Football helmet equipment, including chin straps and face masks, must be examined every year prior to the beginning of the season for condition issues. At a minimum, football helmets must be reconditioned after every two seasons. The coach shall comply with all football helmet equipment inspection, reconditioning and documentation requirements established by the Office of Sports Administration.
- C. The Office of Sports Administration is responsible for determining which teams within the Chicago Public League will be eligible to enter into the IHSA tournament.

Section 3 – Track

A citywide indoor track and field competition shall be held during the month of March.

Section 4 – Lacrosse

Lacrosse helmet equipment must be examined every year prior to the beginning of the season for condition issues. At a minimum, Lacrosse helmets must be reconditioned after every two seasons. The coach shall comply with all helmet equipment inspection, reconditioning and documentation requirements established by the Office of Sports Administration.

ARTICLE XIII – PENALTY FOR VIOLATING BYLAWS AND RULES:

Any violation of the Chicago Public Schools Athletics Constitution and Bylaws or of any Board rule or policy by schools, administrators, coaches or students shall be reported to the Office of Sports Administration. The Office of Sports Administration shall conduct or initiate an investigation into all alleged violations of the Chicago Public Athletics Constitution and Bylaws or Board rules or policies and make appropriate findings pursuant to the procedures set forth in Article VII Section 1 of these Bylaws. The findings may include sanctions or penalties on schools, administrators, coaches or students of offending schools. Penalties may include written warnings, fines, suspensions, removal from duty, termination or a temporary or permanent ban from coaching depending on the severity and history of violations. Appeals of penalties may be taken in accordance with Article VII Section 2.

No action taken pursuant to these Bylaws shall preclude or in any way limit the authority of the Board, the Chief Executive Officer or a principal from imposing additional discipline pursuant to the Employee

Discipline and Due Process Policy or other applicable Board rules or policies which penalties may include a lifetime ban from coaching.

ARTICLE XIV – CHARTER SCHOOL PARTICIPATION AND COMPLIANCE:

Charter schools that elect to participate in Chicago Public Schools Athletics do so under the condition that the school abides by and complies with the Chicago Public Schools Athletics Constitution and Bylaws. This policy is intended to establish uniform eligibility requirements for participation in the Chicago Public League and to establish uniform standards of conduct for school administrators, students and coaches. It shall not be interpreted to require a charter school to adopt any Board policies it has not otherwise adopted. Nothing herein shall be construed to limit or prohibit the imposition of penalties or sanctions authorized under these Bylaws, such as fines, suspension from contests or temporary or permanent ban, against a charter school and their coaches and students for violation of the Bylaws and rules.

President Clark indicated that if there are no objections, Board Reports 16-1026-RS1 through 16-1026-RS4, and 16-1026-PO1 would be adopted by the last favorable roll call vote, all members voting therefore.

October 26, 2016

President Clark thereupon declared Board Reports 16-1026-RS1 through 16-1026-RS4, and 16-1026-PO1 adopted.

16-1026-CO1

COMMUNICATION RE: LOCATION OF
BOARD MEETING OF DECEMBER 7, 2016

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

This is to advise that the Regular Meetings of the Board of Education scheduled for Wednesday, November 16, 2016 and December 21, 2016 will be consolidated and Rescheduled to Wednesday, December 7, 2016 and will be held at:

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

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

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

For the December 7, 2016 Board Meeting, advance registration to speak and observe will be available beginning Monday, December 5th at 10:30 a.m. and will close on Tuesday, December 6th at 5:00 p.m. or until all slots are filled. You can advance register during the registration period by the following methods:

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

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

16-1026-CO2

COMMUNICATION RE: REAPPOINTMENT OF TRUSTEE
TO SERVE ON THE PUBLIC SCHOOL TEACHERS' PENSION
AND RETIREMENT FUND OF CHICAGO
(GAIL D. WARD)

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

I have reappointed Gail D. Ward to serve as a Trustee on the Public School Teachers' Pension and Retirement Fund of Chicago. Ms. Ward's reappointment term will commence November 2016 and will expire November 2018.

Respectfully submitted,
Frank M. Clark
President

16-1026-EX1*

TRANSFER OF FUNDS Various Units and Objects

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

1. Transfer from Early College and Career - City Wide to Disney II Magnet School

20170011300

Rationale: For purchase of software for CTE Computer Programming program

Transfer From:

13727	Early College and Career - City Wide
369	Title I - School Improvement Carl Perkins
53405	Commodities - Supplies
118035	Other Instruction Purposes - Miscellaneous
322021	Career & Technical Educ. Improvement Grant (Cte)

Transfer To:

26921	Disney II Magnet School
369	Title I - School Improvement Carl Perkins
53307	Commodities: Software Licenses (Instructional)
140006	Cte - Hospitality
322021	Career & Technical Educ. Improvement Grant (Cte)

Amount: \$1,000

2. Transfer from Grant Funded Programs Office - City Wide to Independent Schools Of Chicago

20170011489

Rationale: Transfer funds to process approved purchase order request for Private Schools Title IIA programs

Transfer From:

12625	Grant Funded Programs Office - City Wide
353	Title II - Teacher Quality
57915	Miscellaneous - Contingent Projects
228958	Federal - Nonpublic Inst (Catholic)
494059	Title Iia - Archdiocese Of Chgo. Suppl. Servc.

Transfer To:

70140	Independent Schools Of Chicago
353	Title II - Teacher Quality
54205	Travel Expense
228950	Federal - Nonpublic Inst (Independent)
494060	Title Iia - Other Private Supplementary Servc.

Amount: \$1,000

3. Transfer from Science, Technology, Engineering, and Math (STEM) programs to Sarah Goode High School

20170011500

Rationale: PD host

Transfer From:

10871	Science, Technology, Engineering, and Math (STEM) programs
115	General Education Fund
57915	Miscellaneous - Contingent Projects
241016	Instructional Administration
008011	Stem Programs

Transfer To:

46611	Sarah Goode High School
115	General Education Fund
57940	Miscellaneous Charges
241016	Instructional Administration
008011	Stem Programs

Amount: \$1,000

4. Transfer from Early College and Career - City Wide to Early College and Career - City Wide

20170013095

Rationale: Transfer funds for auto reimbursement.

Transfer From:

13727	Early College and Career - City Wide
124	School Special Income Fund
53405	Commodities - Supplies
140060	Police And Fire Training - Voc
000389	Cte Programs

Transfer To:

13727	Early College and Career - City Wide
124	School Special Income Fund
54220	Auto Reimbursement
140060	Police And Fire Training - Voc
000389	Cte Programs

Amount: \$1,000

5. Transfer from Early College and Career - City Wide to Early College and Career - City Wide

20170014290

Rationale: Transfer to open CPFTA bucket

Transfer From:

13727	Early College and Career - City Wide
124	School Special Income Fund
53405	Commodities - Supplies
140060	Police And Fire Training - Voc
000389	Cte Programs

Transfer To:

13727	Early College and Career - City Wide
124	School Special Income Fund
51320	Bucket Position Pointer
290001	General Salary S Bkt
000389	Cte Programs

Amount: \$1,000

6. Transfer from Florence Nightingale School to Education General - City Wide**20170014722**

Rationale: Transfer needed to clean conversion issue.

Transfer From:

24671 Florence Nightingale School
 362 Early Childhood Development
 52800 Career Service Salaries - Adjustments
 112501 Teacher Assistant Credentials
 510224 Headstart-Child Development

Transfer To:

12670 Education General - City Wide
 362 Early Childhood Development
 57915 Miscellaneous - Contingent Projects
 600002 Contingency For Project Expansion
 410008 Contingency For Project Expansion

Amount: \$1,000

7. Transfer from James Shields Elementary School to Education General - City Wide**20170014723**

Rationale: Transfer needed to clean conversion issue.

Transfer From:

25361 James Shields Elementary School
 362 Early Childhood Development
 52800 Career Service Salaries - Adjustments
 112501 Teacher Assistant Credentials
 510224 Headstart-Child Development

Transfer To:

12670 Education General - City Wide
 362 Early Childhood Development
 57915 Miscellaneous - Contingent Projects
 600002 Contingency For Project Expansion
 410008 Contingency For Project Expansion

Amount: \$1,000

8. Transfer from Edmund Burke Elementary School to Education General - City Wide**20170014740**

Rationale: Transfer needed to clean conversion issue.

Transfer From:

22411 Edmund Burke Elementary School
 362 Early Childhood Development
 52800 Career Service Salaries - Adjustments
 112501 Teacher Assistant Credentials
 510224 Headstart-Child Development

Transfer To:

12670 Education General - City Wide
 362 Early Childhood Development
 57915 Miscellaneous - Contingent Projects
 600002 Contingency For Project Expansion
 410008 Contingency For Project Expansion

Amount: \$1,000

2773. Transfer from Capital/Operations - City Wide to John C Dore School**20170012793**

Rationale: Funds Transfer From Award# 2017-485-00-01 To Project# 2017-23001-NSC ; Change Reason : NA

Transfer From:

12150 Capital/Operations - City Wide
 485 CIT Project
 56310 Capitalized Construction
 253544 Child Award
 000000 Default Value

Transfer To:

23001 John C Dore School
 485 CIT Project
 56310 Capitalized Construction
 009441 New School Openings
 000000 Default Value

Amount: \$1,981,044

2774. Transfer from Citywide Student Support and Engagement to Citywide Student Support and Engagement**20170014999**

Rationale: Transfer to contingency line, from which funds will be distributed based on approved grant application.

Transfer From:

10875 Citywide Student Support and Engagement
 324 Miscellaneous Federal, State & Local Grants
 54125 Services - Professional/Administrative
 119035 Other Instruction Purposes - Miscellaneous
 442157 21st Century Community Learning Centers

Transfer To:

10875 Citywide Student Support and Engagement
 324 Miscellaneous Federal, State & Local Grants
 57915 Miscellaneous - Contingent Projects
 119035 Other Instruction Purposes - Miscellaneous
 442157 21st Century Community Learning Centers

Amount: \$2,140,056

2775. Transfer from Capital/Operations - City Wide to South Loop School**20170012803**

Rationale: Funds Transfer From Award# 2017-436-00-01 To Project# 2017-23751-NSC ; Change Reason : NA

Transfer From:

12150 Capital/Operations - City Wide
 436 Miscellaneous Capital Fund
 56310 Capitalized Construction
 253544 Child Award
 000000 Default Value

Transfer To:

23751 South Loop School
 436 Miscellaneous Capital Fund
 56310 Capitalized Construction
 009441 New School Openings
 000000 Default Value

Amount: \$2,329,226

2776. Transfer from Grant Funded Programs Office - City Wide to Office of Catholic Schools

20170014283

Rationale: Transfer funds to process approved purchase order requests for Private Schools IDEA programs

Transfer From:

12625 Grant Funded Programs Office - City Wide
220 Federal Special Education IDEA Programs
57915 Miscellaneous - Contingent Projects
370004 Nonpublic Instructional & Support Services
462068 Lea Flowthru Instruction - Nonpublic

Transfer To:

69510 Office of Catholic Schools
220 Federal Special Education IDEA Programs
54125 Services - Professional/Administrative
228958 Federal - Nonpublic Inst (Catholic)
462068 Lea Flowthru Instruction - Nonpublic

Amount: \$2,737,268

2777. Transfer from Early Childhood Development - City Wide to Education General - City Wide

20170014675

Rationale: Transfer needed to clean conversion issue.

Transfer From:

11385 Early Childhood Development - City Wide
362 Early Childhood Development
51300 Regular Position Pointer
290001 General Salary S Bkt
510224 Headstart-Child Development

Transfer To:

12670 Education General - City Wide
362 Early Childhood Development
57915 Miscellaneous - Contingent Projects
600002 Contingency For Project Expansion
410008 Contingency For Project Expan

Amount: \$2,813,765

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

16-1026-EX2

**APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH
THE CHICAGO PARK DISTRICT IN SUPPORT OF THE ELEMENTARY SCHOOL SPORTS
PROGRAM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an Intergovernmental Agreement with the Chicago Park District ("Park District") to screen, hire, train and supervise Park District staff that will act as coaches and officials in support of the Chicago Public Schools' Elementary School Sports Program at an annual estimated cost set forth in the compensation section of this report. A written agreement is currently being negotiated. No services shall be provided by and no payment shall be made to the Park District prior to execution of the 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.

AGENCY: Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Alonzo Williams, Chief Program Officer
312-742-5091

USER: Sports Administration
2651 W Washington Blvd
Garfield Park Offices
Chicago, Illinois 60612
Randy Ernst, Executive Director
773-534-0700

DESCRIPTION: The Board of Education for the City of Chicago ("Board") and the Park District desire to work together to develop and implement the CPS Elementary School Sports Program for 5th through 8th grade students in Chicago Public Schools (the "Program"). The Intergovernmental Agreement will provide for cooperation between the agencies to ensure the success of the Program and to maximize the scope and quality of student involvement in interscholastic sports.

TERM: The term of the agreement shall commence upon its execution and have an initial term of three years, with the parties having two (2) automatically renewing option periods of one (1) year each. The Board and the Park District can terminate the agreement prior to the end of its term by giving proper notice.

COMPENSATION: The Park District shall be paid as set forth in the agreement. The estimated annual costs are \$2,000,000. The total amount authorized by this Board Report is \$6,000,000.

It is the Board's expectation that grants, fundraising and third-party donations will substantially offset the costs associated with this Board Report.

RESPONSIBILITIES OF PARTIES: The Board will develop, implement and raise the resources necessary to fund the Program. The Park District will provide qualified coaches and officials to the Program and provide supplemental facilities for the use of the Board. Both agencies will provide the managerial and administrative resources necessary to support the Program.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement, including terms requiring the Board to indemnify the Park District. Authorize the President and Secretary to execute the agreement. Authorize the Chief Financial 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 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 Sports Administration
Amount: Up to \$3,500,000 per Fiscal Year for duration of agreement.
Budget Classification: To Be Determined by the Chief Financial Officer
Source of Funds: Operating

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-OP1

**AMEND BOARD REPORT 16-0127-OP1
TRANSFER OF VARIOUS PROPERTIES TO
THE CITY OF CHICAGO AND THE CHICAGO PARK DISTRICT**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the City of Chicago, in Trust for Use of Schools and/or the Public Building Commission ("PBC"), as necessary, convey to the City of Chicago ("the City") and the Chicago Park District ("Parks") various properties as further described herein ("Properties"). Information pertinent to the transfers is stated below.

This October 2016 amendment corrects legal descriptions and includes release language to be included in the deeds for the Properties numbered 1 through 6 on Exhibit A attached hereto.

TRANSFEREES:

City of Chicago
Department of Housing & Economic Development
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602
Contact: Robert McKenna, Assistant Commissioner & Karen Bielarz, Senior Counsel
Phone: (312) 744-5892 / (312) 744-6910

Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Contact: Michael Kelly, CEO & Superintendent
Phone: (312) 742-4300

PROPERTY INFORMATION, LEGAL DESCRIPTIONS & PINS: See the attached Exhibit A. (Amended)

RECOMMENDATION: The Properties are not needed for school use and will be repurposed by the City and Parks. The Properties to be transferred are described in Exhibit A. The Properties described on lines five (5) and six (6) are to be transferred to Parks; the remaining Properties are to be transferred to the City. The transfer of property from CPS to other governmental agencies is pursuant to the Local Government Property Transfer Act (50 ILCS 605/0.01, et. seq.). All of the Properties on Exhibit A are to be conveyed in "AS IS-WHERE IS" condition. The deeds for Properties numbered 1 through 6 on Exhibit A shall provide that the Board is to be released and discharged from any and all future responsibility or liability with respect to the Property's physical and environmental condition.

AUTHORIZATION: Authorize the City of Chicago, in Trust for Use of Schools and/or the PBC, as necessary, to issue deeds in favor of the City and Parks. Authorize the General Counsel to take any and all actions required to effectuate these transactions. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate these transactions.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to these transactions.

FINANCIAL: None.

GENERAL CONDITIONS:

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

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

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

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

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

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EXHIBIT A

PROPERTIES

The Board reserves the right to make changes as necessary to clarify or correct property information.

	Former Facility Name or Property Type	Address	PINs	Legal Description
1	Former Attucks	3813 S Dearborn St	17-33-421-047, 17-33-421-048	<p>PARCEL 1: LOTS 1 TO 48, IN BLOCK 6 IN SCAMMONS SUBDIVISION OF BLOCK 32 OF THAT PART LYING EAST OF CHICAGO AND ROCK ISLAND AND PACIFIC RAILROAD OF BLOCK 31 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND VACATED ALLEY AND PART OF VACATED WEST 38TH STREET.</p> <p>PARCEL 2: VACATED NORTH AND SOUTH 16 FOOT ALLEY LYING WEST AND ADJOINING WEST LINE OF LOTS 1 TO 24 AND LYING EAST AND ADJOINING EAST LINE OF LOTS 25 TO 48 IN BLOCK 6 AFORESAID.</p> <p>PARCEL 3: THE SOUTH 33 FEET OF VACATED 38TH STREET NORTH AND ADJOINING PARCELS 1 AND 2 IN COOK COUNTY, ILLINOIS.</p>
2	Former Davis Developmental	9101 S Jeffery Blvd	25-01-400-065, 25-01-400-064	LOTS 38 TO 48, INCLUSIVE, IN BLOCK 8 IN SOUTH EAST GROSS CALUMET HEIGHTS ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH EAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
3	Former Powell (currently occupied by Camelot-Excel Academy)	7530 S South Shore Dr	21-30-201-020, 21-30-201-028, 21-30-201-029, 21-30-201-030, 21-30-201-031, 21-30-201-032, 21-30-201-033, 21-30-201-034, 21-30-201-035, 21-30-201-036, 21-30-201-048, 21-30-201-049	<p>LOTS 60, 61, 64 AND 65 IN DIVISION 3 IN THE SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL HALF SECTION OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A RESUBDIVISION OF LOTS 1, 2, 4, 64, 65, 126, 127 AND 128 IN DIVISION 1 OF WESTFALL'S SUBDIVISION OF 208 ACRES BEING THE EAST HALF OF THE SOUTH WEST QUARTER AND THE SOUTH EAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALL IN COOK COUNTY, ILLINOIS; ALSO,</p> <p>THE SOUTH HALF OF LOT 65 (EXCEPT THE EAST 80 FEET OF THE SOUTH 25 FEET OF SAID LOT 65) IN DIVISION 1 OF WESTFALL'S SUBDIVISION OF 208 ACRES BEING THE EAST HALF OF THE SOUTH WEST QUARTER AND THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALL IN COOK COUNTY, ILLINOIS.</p>

EXHIBIT A

PROPERTIES

The Board reserves the right to make changes as necessary to clarify or correct property information.

	Former Facility Name or Property Type	Address	PINs	Legal Description
4	Former Von Humboldt CPC (annex)	1345 N Rockwell St	16-01-218-009-0000, 16-01-218-003-0000, 16-01-218-004-0000, 16-01-218-005-0000, 16-01-218-006-0000, 16-01-218-007-0000, 16-01-218-008-0000	39 LOTS 40 TO 46 IN BLOCK 4 IN WINSLOW AND JACOBSON SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
5	Vacant Land	116th & Oakley	25-19-309-001-0000	LOTS 1 THROUGH 30 IN WALKER'S RESUBDIVISION OF BLOCKS A, B AND D IN RESUBDIVISION OF BLOCKS A, B, C, D, E, F, I, K, L, M, N, O, Q, R, S, T, U, V AND LOTS 1 TO 10 INCLUSIVE, AND LOTS 17 TO 24, INCLUSIVE, IN BLOCKS G; LOTS 1 TO 17, INCLUSIVE AND 24 TO 32, INCLUSIVE, IN BLOCK 11, ALL IN MORGAN PARK WASHINGTON HEIGHTS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14 WEST OF PROSPECT AVENUE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
6	Vacant Land	91st & Vanderpoel	25-06-405-027-0000, 25-06-405-013-0000, 25-06-405-014-0000	PARCEL 1: LOTS 1 TO 14, BOTH INCLUSIVE, IN BLOCK 1 IN BEVERLY HILLS SUBDIVISION OF BLOCKS 22, 23, 24, 25, 31, AND 32 OF HILLIARD & DOBBINS AND BLOCKS 1 TO 5 OF A. BOOTH'S SUBDIVISION OF BLOCKS 10, 11 AND 12 OF SAID HILLIARD & DOBBINS SUBDIVISION IN SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE PITTSBURGH, CINCINNATI AND ST. LOUIS RAILROAD (EXCEPT THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 6), IN COOK COUNTY, ILLINOIS. PARCEL 2: ALL THAT PART OF VANDERPOEL AVENUE (TO BE VACATED) LYING BETWEEN THE SOUTHERLY LINE OF LOT 13 IN BEVERLY HILLS SUBDIVISION AFORESAID EXTENDED EASTERLY, AND THE WESTERLY LINE OF LOT 1 IN SAID BEVERLY HILLS SUBDIVISION EXTENDED NORTHERLY, IN COOK COUNTY, ILLINOIS. PARCEL 3: ALL THAT PART OF THE EASTERLY 8 FEET OF THE PUBLIC ALLEY (TO BE VACATED) LYING WESTERLY OF LOTS 2 TO 14, BOTH INCLUSIVE, IN BEVERLY HILLS SUBDIVISION AFORESAID, LYING EASTERLY OF THE WESTERLY LINE OF LOT 1 IN SAID BEVERLY HILLS SUBDIVISION EXTENDED SOUTHERLY, AND LYING NORTHERLY OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 14 IN SAID HILLIARD AND DOBBIN'S SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 15 IN SAID HILLIARD AND DOBBIN'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

EXHIBIT A

PROPERTIES

The Board reserves the right to make changes as necessary to clarify or correct property information.

	Former Facility Name or Property Type	Address	PINs	Legal Description
7	Vacant Land	12423 Eggleston Ave	25-28-315-004-0000	LOT 4 IN BLOCK 1 IN HURD AND ANDREWS SUBDIVISION OF LOTS 5 AND 6 OF ANDREWS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 NORTH OF INDIAN BOUNDARY LINE OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 33 FEET OF SAID LOT 5) IN COOK COUNTY, ILLINOIS (COMMONLY KNOWN AS 12423 SOUTH EGGLESTON AVENUE, PERMANENT INDEX NO. 25-28-315-004).
8	Vacant Land	12333 S Parnell Ave	25-28-305-019-0000	LOT 19 IN BLOCK 3 IN HARVEY E. HURD'S ADDITION TO WEST PULLMAN SUBDIVISION OF LOTS 4 AND 5 IN ANDREW'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (COMMONLY KNOWN AS 12335 SOUTH PARNELL AVENUE, PERMANENT TAX NO. 25-28-305-019).
9	Vacant Land	12326 S Parnell Ave	25-28-304-030-0000	LOT 41 IN BLOCK 4 IN HARVEY B. HURD'S ADDITION TO WEST PULLMAN, BEING A SUBDIVISION OF LOTS 4 AND 5 IN ANDREW'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, AS PER PLAT RECORDED JANUARY 26, 1895 IN BOOK 61 OF PLATS, PAGE 42 AS DOCUMENT #2166510, IN COOK COUNTY, ILLINOIS (COMMONLY KNOWN AS 12326 SOUTH PARNELL AVENUE, PERMANENT TAX NO. 25-28-304-030).
10	Vacant Land	6523 S Langley Ave	20-22-222-009-0000, 20-22-222-010-0000	LOTS 40 AND 41 IN BLOCK 7 IN OAKWOOD SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
11	Vacant Land	25 W 113th Pl	25-21-223-034-0000	THE EAST 1/2 OF LOT 44, LOTS 45 TO 50, AND LOT 51 (EXCEPT THE EAST 10 FEET) IN THE RESUBDIVISION OF BLOCK 6 IN THE FIRST ADDITION TO PULLMAN, A SUBDIVISION OF THE EAST 775.5 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART SHOWN AS OCCUPIED BY THE CHICAGO AND WISCONSIN ILLINOIS RAILROAD), IN COOK COUNTY, ILLINOIS.
12	Vacant Land	7034 S Princeton Ave	20-21-420-031-0000	LOT 1 IN MALONEY'S SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE SOUTH 33 FEET THEREOF) IN BLOCK 12 IN NORMAL SCHOOL SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-1026-OP2

**AMEND BOARD REPORT 15-0527-OP3
APPROVE RENEWAL LEASE AGREEMENT WITH
EPIC ACADEMY CHARTER HIGH SCHOOL
FOR THE SOUTH CHICAGO SCHOOL BUILDING AT 8255 SOUTH HOUSTON AVENUE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with Epic Academy Inc., for the South Chicago School building located at 8255 South Houston Avenue in Chicago, Illinois for use as a charter school. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this amended Board Report.

This October 2016 amendment is necessary to correct the number of years for the renewal term from 5 years to 3 years to coincide with the term of the charter.

TENANT: Epic Academy Inc.
8255 South Houston Avenue
Chicago, Illinois 60617
Contact: Joshua Milberg, Board President
Phone: 773-535-7930

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall be the sole occupant of the former South Chicago School building, located at 8255 South Houston Avenue, as set forth in the lease agreement. Tenant's current Charter School Agreement was authorized by the Board on May 27, 2015.

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

ORIGINAL TERM: The original lease term, authorized by Board Report 10-0224-OP2, commenced on July 1, 2010, and ends June 30, 2015. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

RENEWAL TERM: The term of the lease renewal shall be 3 ½ years, commencing on July 1, 2015, and ending on June 30, 2018. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

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

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

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

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-OP3

**AMEND BOARD REPORT 15-0527-OP7
APPROVE RENEWAL LEASE AGREEMENT WITH
URBAN PREP ACADEMIES INC.
FOR THE MEDILL SCHOOL BUILDING, 1326 WEST 14TH PLACE**

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with Urban Prep Academies for the Medill School building located at 1326 West 14th Place for its Urban Prep Academy for Young Men Charter School – West Campus. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this amended Board Report.

This October 2016 amendment is necessary to correct the number of years for the renewal term from 5 years to 3 years to coincide with the term of the charter.

TENANT: Urban Prep Academies Inc.
420 North Wabash Avenue
Chicago, Illinois 60611
Contact: Tim King, Founder and Chief Executive Officer
Phone: 312-276-0259

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall use the former Medill School main building, located at 1326 West 14th Street, as set forth in the lease agreement. Tenant shall be the sole occupant of the former Medill School main building but shall share the school campus with Chicago Technology Academy High School, which occupies the annex building, located at 1301 West 14th Street. Tenant's current Charter School Agreement was authorized by the Board on May 27, 2015.

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

ORIGINAL TERM: The term of the lease, authorized by Board Report 12-0328-OP2 commenced on August 24, 2011, and ends on June 30, 2015. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

RENEWAL TERM: The term of the lease renewal shall be 3 5 years, commencing on July 1, 2015, and ending on June 30, 2018. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

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

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

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

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-OP4

**AMEND BOARD REPORT 15-0527-OP8
APPROVE RENEWAL LEASE AGREEMENT WITH
URBAN PREP ACADEMIES INC.
FOR THE ENGLEWOOD SCHOOL BUILDING AT 6201 SOUTH STEWART AVENUE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a renewal lease agreement with Urban Prep Academies for the Englewood School building located at 6201 South Stewart Avenue for its Urban Prep Academy for Young Men Charter School. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this amended Board Report.

This October 2016 amendment is necessary to correct the number of years for the renewal term from 5 years to 3 years to coincide with the term of the charter.

TENANT: Urban Prep Academies Inc.
420 North Wabash Avenue
Chicago, Illinois 60611
Contact: Tim King, Founder and Chief Executive Officer
Phone: 312-276-0259

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall use a portion of the Englewood School building, located at 6201 South Stewart Avenue, as set forth in the lease agreement. Tenant shall share the premises with TEAM Englewood Community Academy High School. Tenant's current Charter School Agreement was authorized by the Board on May 27, 2015.

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

ORIGINAL TERM: The term of the lease, authorized by Board Report 11-0622-OP8 commenced on July 1, 2011, and ends on June 30, 2015. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

RENEWAL TERM: The term of the lease renewal shall be 3 5 years, commencing on July 1, 2015, and ending on June 30, 2018. If Tenant's Charter School Agreement is terminated, the lease shall also terminate.

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

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

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

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-AR1

DEBARMENT OF ALBERT ANTONUCCI AND MID-CITY VENDING

THE CHIEF ADMINISTRATIVE OFFICE REPORTS THE FOLLOWING RECOMMENDATION:

That the Board of Education of the City of Chicago ("Board") permanently debar **Albert "Al" Antonucci** and **Mid-City Vending** (hereinafter "Respondents") from doing any business with the Board.

Following the Office of the Inspector General's recommendations in Report 15-00396, the Board's Chief Procurement Officer served Respondents with a Notice of Proposed Debarment ("Notice") on July 22, 2016, initiating a debarment proceeding against them, based upon Respondents' attempt to bribe a CPS employee in order to get him to convince a charter school to enter into additional vending contracts with the Respondents thereby violating sections 2(c), 2(i)(5, 6, 7 and 2(k) of the Board's Debarment Policy ("Policy"). The Respondents submitted their written response pursuant to section 4.5(d) of the Policy. The Chief Administrative Officer has reviewed the record (as defined in section 4.5(10) of the Policy), and after consideration finds that that Respondents have not met their burden of identifying mitigating factors that suggest debarment is inappropriate.

Based on the facts set forth in the record as defined in section 4.5(10) of the Policy, the CAO recommends that the Board adopt the findings of the Inspector General and permanently debar Respondents from doing any business with the Board effective immediately. Furthermore, all existing contracts between the Board and Respondents are terminated. Respondents are also ineligible to act as a subcontractor or supplier to any existing or future Board contracts.

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

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

FINANCIAL: None.

GENERAL CONDITIONS: None.

16-1026-AR2

DEBARMENT OF ERIC MCEWEN, UBS PROMOTIONALS, APEX GROUP OF ILLINOIS, INC., ETAJ WEARABLES, INC., PERFORMACE AWARDS, INC. AND BAG NATION, INC.

THE CHIEF ADMINISTRATIVE OFFICE REPORTS THE FOLLOWING RECOMMENDATION:

That the Board of Education of the City of Chicago ("Board") permanently debar **Eric McEwen**, **UBS Promotionals**, **Apex Group of Illinois, Inc.**, **ETAJ Wearables, Inc.**, **Performance Awards, Inc.** and **Bag Nation, Inc.** (hereinafter "Respondents") from doing any business with the Board.

Following the Office of the Inspector General's recommendations in Report 15-01233, the Board's Chief Procurement Officer served Respondents with a Notice of Proposed Debarment ("Notice") on July 21, 2016, initiating a debarment proceeding against them, based upon evidence that Eric McEwen was acting as five different vendors that sell the same biddable products across various vendor numbers and units so as to avoid the unit-spending limits established by Procurement thereby violating section 2(e) of the Board's Debarment Policy ("Policy"). The Chief Administrative Officer has reviewed the record (as defined in section 4.5(10) of the Policy) and recommends debarment.

Based on the facts set forth in the record as defined in section 4.5(10) of the Policy, the CAO recommends that the Board adopt the findings of the Inspector General and permanently debar Respondents from doing any business with the Board effective immediately. Furthermore, all existing contracts between the Board and Respondents are terminated. Respondents are also ineligible to act as a subcontractor or supplier to any existing or future Board contracts.

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

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

FINANCIAL: None.

GENERAL CONDITIONS: None.

16-1026-AR3

DEBARMENT OF PAWEŁ FLIS, VISION PAINTING & FLOORING, MIECZSLAW FLIS AND HARDWOOD FLOORING BY PAUL

THE CHIEF ADMINISTRATIVE OFFICE REPORTS THE FOLLOWING RECOMMENDATION:

That the Board of Education of the City of Chicago ("Board") permanently debar **Paweł Flis, Vision Painting & Flooring, Mieczslaw Flis and Hardwood Flooring by Paul** (hereinafter "Respondents") from doing any business with the Board.

Following the Office of the Inspector General's recommendations in Report 14-01202, the Board's Chief Procurement Officer served Respondents with a Notice of Proposed Debarment ("Notice") on September 1, 2016, initiating a debarment proceeding against them, based upon findings that the Respondents were engaged in stringing purchase orders thereby violating section 2(e) of the Board's Debarment Policy ("Policy"). The Chief Administrative Officer has reviewed the record (as defined in section 4.5(10) of the Policy) and recommends debarment.

Based on the facts set forth in the record as defined in section 4.5(10) of the Policy, the CAO recommends that the Board adopt the findings of the Inspector General and permanently debar Respondents from doing any business with the Board effective immediately. Furthermore, all existing contracts between the Board and Respondents are terminated. Respondents are also ineligible to act as a subcontractor or supplier to any existing or future Board contracts.

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

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

FINANCIAL: None.

GENERAL CONDITIONS: None.

16-1026-AR4

DEBARMENT OF PRASAD CHANDRA AND HITALENTS, INC.

THE CHIEF ADMINISTRATIVE OFFICE REPORTS THE FOLLOWING RECOMMENDATION:

That the Board of Education of the City of Chicago ("Board") permanently debar **Prasad Chandra and HiTalents, Inc.** (hereinafter "Respondents") from doing any business with the Board.

Following the Office of the Inspector General's recommendations in Report 09-8593, the Board's Chief Procurement Officer served Respondents with a Notice of Proposed Debarment ("Notice") in early 2014, initiating a debarment proceeding against them, based upon Respondents' involvement in a bribery scheme with a former CPS employee thereby violating sections 2(i)(3, 5) and 2(k) of the Board's Debarment Policy ("Policy"). The Chief Administrative Officer has reviewed the record (as defined in section 4.5(10) of the Policy) and recommends debarment.

Based on the facts set forth in the record as defined in section 4.5(10) of the Policy, the CAO recommends that the Board adopt the findings of the Inspector General and permanently debar Respondents from doing any business with the Board effective immediately. Furthermore, all existing contracts between the Board and Respondents are terminated. Respondents are also ineligible to act as a subcontractor or supplier to any existing or future Board contracts.

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

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

FINANCIAL: None.

GENERAL CONDITIONS: None.

16-1026-PR1

AUTHORIZE A NEW AGREEMENT WITH AMERICAN INSTITUTES FOR RESEARCH (AIR) FOR EVALUATION CONSULTATION SERVICES.

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with American Institutes for Research in the Behavioral Sciences d/b/a American Institutes for Research to provide evaluation consultation services to Chicago Public Schools' Office of Social and Emotional Learning (OSEL) under the Healing Trauma Grant at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer. Upon approval as a single source, this item was published on the Procurement website on September 30, 2016, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the October 26, 2016 meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

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

VENDOR:

- 1) Vendor # 68697
AMERICAN INSTITUTES FOR RESEARCH
IN THE BEHAVIORAL SCIENCES DBA
AMERICAN INSTITUTE FOR RESEARCH
(AIR)
1000 THOMAS JEFFERSON STRET., NW
WASHINGTON, DC 20007

Sarah Storm
202 403-5086

Ownership: Not For Profit

USER INFORMATION :

Contact: 10870 - College and Career Success Office

42 West Madison Street

Chicago, IL 60602

Mather, Mr. Alan Wesley

773-535-5100

Project
Manager: 10895 - Social and Emotional Learning

42 West Madison

Chicago, IL 60602

Smith, Ms. Mashana L

773-553-1828

TERM:

The term of this agreement shall commence on November 1, 2016 and shall end September 30, 2018.
This agreement shall have no options to renew.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

AIR will design and implement a two-year evaluation of Healing Trauma Together (HTT) as part of the proposed Promoting Student Resilience grant. AIR will conduct a formative assessment in Year 1 and a summative assessment in Year 2, using a quasi-experimental propensity-matched design to assess outcomes associated with implementing HTT in 10 treatment schools. AIR will provide project management, data collection, data analysis, and reporting services. Specifically, AIR will assess training and implementation (on usability, feasibility, and fidelity) of universal and targeted trauma supports. Data will be collected to (1) examine implementation of the HTT project, (2) assess school-level (Tier I) and student-level (Tier II and III) change in student outcomes related to student resilience, and (3) inform refinement and replication. OSEL plans to use these services to guide improvement of the HTT program in Years 1 and 2, and evaluate the effects of the program in Year 2. AIR has been strategically selected based on AIR's history of providing high quality evaluation to the district.

OUTCOMES:

Vendor's services will result in an evaluation that will ensure proper data collection and data analysis for all stated outcomes and goals. AIR will design instruments for primary data collection activities; submit an annual IRB and district research application; conduct all data collection and data analyses as detailed in the evaluation plan for this proposal; author technical and nontechnical summaries of study findings; and collaboratively disseminate the results of this study to the district and participating schools.

COMPENSATION:

Vendor shall be paid as follows:

Estimated annual costs for the twenty three (23) month term is set forth below:

\$133,510.40, FY17

\$181,954.00, FY18

\$63,675.60, FY19

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program), there were no M/WBE goals set for this agreement, since non-profit organizations are exempt. Therefore, no M/WBE goals apply.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 324 - US Department of Education Grant, Office of Social and Emotional Learning, Unit 10898

\$133,510.40, FY17

\$181,954.00, FY18

\$63,675.60, FY19

Not to exceed \$379,140.00 for the twenty three (23) month term. Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-PR2

AMEND BOARD REPORT 16-0622-PR9

AMEND BOARD REPORT 16-0127-PR3

AMEND BOARD REPORT 15-1028-PR3

AUTHORIZE THE PRE-QUALIFICATION STATUS OF AND NEW AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE PROFESSIONAL SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the pre-qualification status of and new agreements with various Vendors to provide professional services to central office management at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written master agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to the execution of their written master agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their master agreement is not executed within 120 days of the date of this amended Board Report. Information pertinent to these master agreements is stated below.

This January 2016 amendment is necessary to add five (5) new vendors to the attached list and prequalify one existing vendor in additional categories of services. Written master agreements with the new Vendors are currently being negotiated. No services shall be provided by and no payment shall be made to any new Vendor prior to execution of their master agreement.

This June 2016 amendment is necessary to i) identify the correct vendor (STV Construction, Inc. (Vendor #16673)) and ratify execution of their agreement, and ii) delete the incorrect vendor (STV Architects, Inc. (Vendor #96146)).

This October 2016 amendment is necessary to approve an increase in the not to exceed amount by \$11,500,000.00 for the remainder of the term. FY2016 identified issues, gaps, and deficient processes much more than anticipated. This is not a request for an increase in the budget; funds were included in the FY2017 budget to continue key efficiency strategies that will enable CPS in realizing \$300m needed to balance the FY2017 budget, and drive more improvement. No written amendments to the agreements are required.

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

USER INFORMATION :

Project 10710 - Executive Office
Manager: 42 West Madison Street
Chicago, IL 60602
Holloway, Mr. Andreil T.
773-553-1500

TERM:

The term of this pre-qualification period and each master agreement shall commence on November 1, 2015 and shall end on October 31, 2018. The term for the five new vendors will commence upon execution and shall end on October 31, 2018.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendors will provide professional services and/or staff augmentation correlated to the categories for which they submitted and won pre-qualification status. Categories of services include: (1) Construction and Facilities Management, (2) Data Analytics, (3) Finance, (4) Information Technology, (5) Internal Audit, (6) Organization and Management Consulting, (7) Project Management, and (8) Risk Management. The category for which each Vendor is pre-qualified is identified on the attached list. A summary of the forecasted category spend for the first year is attached to this Board Report as Appendix A.

DELIVERABLES:

The vendors will provide, on an as needed basis, to central office management, qualified individuals to perform professional services and/or staff augmentation, allowing the Board needed resources to meet strategic, operational, financial, and compliance objectives.

OUTCOMES:

Vendors' services will result in the attainment of strategic, operational, financial, and compliance objectives such as cost savings, efficiencies, improved internal controls, and improve financial and budget management processes.

COMPENSATION:

Vendors shall be paid at a maximum hourly rate negotiated per project, which may be reduced on a project basis. The sum of payments to all pre-qualified vendors for the term shall not exceed ~~\$14,000,000~~ \$25,500,000.00, subject to annual spend limits per category set forth on Appendix A, and the costs associated with actual and forecasted pool utilization shall be reported to the Board on a quarterly basis pursuant to Board Rule 7-8.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written master agreements. Authorize the President and Secretary to execute the master agreements. Authorize the Chief Internal Auditor, Senior Vice President of Finance, Chief Administrative Officer, Chief of Staff to the Chief Executive Officer, or the designee of any one of these individuals to execute all ancillary documents, including scopes of work, required to administer or effectuate the agreements. Authorize the President to execute all scopes of work that have projected spend over \$750,000.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement were set at 30% total MBE and 7% total WBE participation. Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various funds and units will be authorized to use this board report across central and network offices. Spend across the four fiscal years may vary dependent upon need of services.
Not to exceed ~~\$14,000,000~~ \$25,500,000.00 for the three (3) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- | | |
|--|--|
| <p>1)</p> <p>Vendor # 36659
ACCENTURE LLP
161 N CLARK ST
CHICAGO, IL 60601
Robert Freiss
877 226-5659</p> <p>Categories: 1, 2, 3, 4, 6, 7 Ownership: No Shareholder Holds More Than 10% Interest</p> | <p>5)</p> <p>Vendor # 31413
BENFORD BROWN & ASSOCIATES LLC
8334 S. STONY ISLAND AVE.
CHICAGO, IL 60617
Timothy Watson
773 731-1300</p> <p>Category: 5 Ownership: 52.5% Kimi L. Ellen, 37.5% Timothy S. Watson, 10% Alyssia Benford</p> |
| <p>2)</p> <p>Vendor # 16662
AMD BUSINESS SOLUTIONS
1921 RIDGE ROAD
HOMewood, IL 60430
Lisa M . Harrell
708 377-2950</p> <p>Categories: 3, 5, 6, 7 Ownership: 51% Lisa Harrell, 49% Douglas Harrell</p> | <p>6)</p> <p>Vendor # 96356
BRAILSFORD & DUNLAVEY INC
444 NORTH MICHIGAN AVENUE
CHICAGO, IL 60611
Greg Wachalski
312 799-4600</p> <p>Category: 7 Ownership: 60% Paul A Brailsford, 40% Christopher S. Dunlavey</p> |
| <p>3)</p> <p>Vendor # 16553
ANALYTIC INNOVATIONS LLC
211 W WACKER DRIVE
CHICAGO, IL 60606
Stuart Taylor
312 803-5655</p> <p>Categories: 2, 4, 6, 7 Ownership: 100% Owned By Stuart Taylor li</p> | <p>7)</p> <p>Vendor # 96159
BRONNER GROUP, LLC
120 NORTH LASALLE STREET
CHICAGO, IL 60602
Don Davis
312 759-5101</p> <p>Categories: 3, 5, 6, 7 Ownership: 100% Gila J. Bronner</p> |
| <p>4)</p> <p>Vendor # 31341
B2B STRATEGIC SOLUTIONS INC
150 N MICHIGAN AVE
CHICAGO, IL 60601
Donna Bryant
312 368-1700</p> <p>Category: 6 Ownership: 100% Donna C. Bryant</p> | <p>8)</p> <p>Vendor # 29230
CATALYST CONSULTING GROUP, INC
211 W WACKER DRIVE
CHICAGO, IL 60606
Timothy Smith
312 629-0750</p> <p>Categories: 4, 6, 7 Ownership: 100% Arvind K. Talwar</p> |

- 9) Vendor # 16663
CHICAGO ADVISORS LLC
1440 SHERIDAN ROAD
WILMETTE, IL 60091
Baruna Singh
310 691-0503

Categories: 2, 4 Ownership: 51% Baruna Singh, 49% Satyajit Singh
- 10) Vendor # 63035
CLARITY PARTNERS, LLC
20 N. CLARK ST, STE 3600
CHICAGO, IL 60602
Rodney Zech
312 920-0550

Categories: 4, 6, 7 Ownership: 51% David. C. Namkung, 49% Rodney S. Zech
- 11) Vendor # 91172
CROWE HORWATH LLP
225 W WACKER DRIVE
CHICAGO, IL 60606
Bert Neuhring
310 899-8346

Categories: 3, 4 Ownership: No Shareholder Holds More Than 10% Interest
- 12) Vendor # 29159
ERNST & YOUNG U.S. LLP
5 Times Square
New York, NY 10036
Gaurav Malhotra
212 773-2716

Categories: 1, 2, 3, 5, 6, 7, 8 Ownership: No Shareholder Holds More Than 10% Interest
- 13) Vendor # 16547
EXPERIS US INC
525 W MONROE STREET
CHICAGO, IL 60661
Bernard Brainin
312 730-1857

Categories: 2, 3, 4, 5, 6 Ownership: 100% Owned By Manpowergroup
- 14) Vendor # 27991
GLOBETROTTERS ENGINEERING CORPORATION
300 S WACKER DRIVE
CHICAGO, IL 60606
Ajay Shah
312 922-6400

Category: 4 Ownership: 53.3% Niranjan S. Shah, 46.7% Trust A C/U Shah 2011 Gift Trust - Trustee: Pratima Shah, Beneficiary: Ajay Shah
- 15) Vendor # 34970
GLOBETROTTERS INTERNATIONAL INC
300 S WACKER DRIVE
CHICAGO, IL 60606
Michael J. McMurray
312 922-6400

Category: 3 Ownership: 51% Niranjan S. Shah, 30% Trust A C/U Shah 201 Gift Trust (Trustee: Pratima Shah, Beneficiary: Ajay Shah), 19% Trust A C/U Shah 2011 Gift Trust (Trustee: Pratima Shah, Beneficiary: Smita Shah)
- 16) Vendor # 16664
HEERY INTERNATIONAL INC
999 PEACHTREE STREET NE
ATLANTA, GA 30309
Ron Marsh
312 663-4704

Category: 7 Ownership: 100% Balfour Beatty, Llc

- | | |
|---|--|
| <p>17) Vendor # 95011
INFORMITY NETWORK LTD
333 N MICHIGAN AVE
CHICAGO, IL 60601
Edita Arambulo
312 361-6524</p> <p>Category: 5 Ownership: 100% Edita Arambulo</p> | <p>21) Vendor # 38626
LEVEL-1 GLOBAL SOLUTIONS LLC
233 S WACKER DRIVE
CHICAGO, IL 60606
Thomas McElroy
312 202-3300</p> <p>Category: 4 Ownership: 100% Thomas McElroy, 15% Angela O'Banion</p> |
| <p>18) Vendor # 23326
KPMG LLP
200 E RANDOLPH STREET
CHICAGO, IL 60601
James Czamecki
312 665-3428</p> <p>Categories: 1, 2, 3, 4, 5, 6, 7, 8 Ownership: No Shareholder Holds More Than 10% Interest</p> | <p>22) Vendor # 46685
MCKISSACK & MCKISSACK MIDWEST INC
205 NORTH MICHIGAN AVE
CHICAGO, IL 60601
Hansel Whiteurst
312 751-9800</p> <p>Categories: 1, 7 Ownership: 100% Deryl Mckissack</p> |
| <p>19) Vendor # 94758
KRISTINE FALLON ASSOCIATES INC
11 E ADAMS ST
CHICAGO, IL 60603
Kristine K. Fallon
312 360-9600</p> <p>Category: 7 Ownership: 100% Kristine K. Fallon</p> | <p>23) Vendor # 87711
MIRAGE SOFTWARE INC DBA BOURNTEC SOLUTIONS INC
1701 EAST WOODFIELD RD
SCHAUMBURG, IL 60173
Sri Surya
224 232-5090</p> <p>Categories: 4, 7 Ownership: 100% Srujana Gudur</p> |
| <p>20) Vendor # 16573
LARRY F BRANNON CPA LLC
540 E 168TH STREET
SOUTH HOLLAND, IL 60473
Larry F Brannon
312 286-8859</p> <p>Category: 5 Ownership: 100% Larry Brannon</p> | <p>24) Vendor # 16667
PLANTE MORAN PLLC
27400 NORTHWESTERN HWY
SOUTHFIELD, MI 48034
Judy Wright
248 223-3304</p> <p>Categories: 3, 4, 5, 6, 7 Ownership: No Shareholder Holds More Than A 10% Interest</p> |

- 25) Vendor # 63093
POINT B, INC
200 SOUTH WACKER DRIVE
CHICAGO, IL 60606
Michael Roberts
312 962-1410

Categories: 6, 7 Ownership: 100% Point B Esop
- 26) Vendor # 26818
PRADO & RENTERIA CPAS PROF CORP
1837 S MICHIGAN AVENUE
CHICAGO, IL 60616
Maria de J. Prado
312 567-1330

Categories: 3, 5 Ownership: 50% Maria De J. Prado, 50% Hilda S. Renteria
- 27) Vendor # 16669
PRICEWATERHOUSECOOPERS PUBLIC SECTOR LLP
1800 TYSONS BOULEVARD
MCLEAN, VA 22102
Kevin Sanders
571 766-9220

Categories: 1, 2, 3, 4, 5, 6, 7 Ownership: 99% Pricewaterhousecoopers Llp, 1% Pricewaterhousecoopers Holding Llc
- 28) Vendor # 16668
PUBLIC SERVICES PS INC
111 W WASHINGTON ST
CHICAGO, IL 60601
Paul L Stepusin
312 405-0239

Categories: 1, 2, 3, 4, 5, 6, 7 Ownership: 100% Paul L. Stepusin
- 29) Vendor # 68985
RINGOLD FINANCIAL MANAGEMENT SERVICES, INC
850 SOUTH WABASH AVENUE
CHICAGO, IL 60605
Michelle Ringold
312 566-9705

Categories: 3, 5, 6 Ownership: 51% Michelle Ringold, 49% Rick Ringold
- 30) Vendor # 22804
SENRYO TECHNOLOGIES INC
387 SHUMAN BOULEVARD
NAPERVILLE, IL 60563
Jose Blanco
630 355-7429

Categories: 2, 4, 6, 7 Ownership: 100% Dinkar Karumuri
- 31) Vendor # 16441
SIKICH LLP
123 N WACKER DRIVE
CHICAGO, IL 60606
Mary O'Connor
312 648-6666

Category: 5 Ownership: No Shareholder Holds More Than 10% Interest
- 32) Vendor # 85402
SOFBANG, LLC
17 N STATE STREET
CHICAGO, IL 60602
AI Pomerantz
312 279-0430

Category: 4 Ownership: 51% Rajinder Duggal, 49% Manmohan Duggal

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|--|--|
| <p>33) Vendor # 16673
STV CONSTRUCTION INC
200 WEST MONROE STREET
CHICAGO, IL 60606
Jan Turner
312 553-4167</p> <p>Categories: 1, 7 Ownership: 100% Owned By
Stv Group Incorporated</p> | <p>37) Vendor # 90597
VIVA USA, INC
3601 ALGONQUIN., STE 425
ROLLING MEADOWS, IL 60008
Jacob Verghese
847 368-0860</p> <p>Categories: 2, 4 Ownership: 70% Vasanthi
Ilangoan, 30% Ilango Radhakrishnan</p> |
| <p>34) Vendor # 16670
UCG ASSOCIATES INC
409 WEST HURON
CHICAGO, IL 60654
Danielle Holmes
312 988-3360</p> <p>Category: 3 Ownership: 24.64% Yovette Drake,
34.34% Anthony Drake, 15.57% Sharon
Sarmiento, All Other Shareholders Hold Less
Than A 10% Interest</p> | <p>38) Vendor # 63090
WYNN DALCO ENTERPRISES, LLC
55 W. WACKER DRIVE
CHICAGO, IL 60601
David R. Andalcio
312 256-9090</p> <p>Categories: 7 Ownership: 100% David R.
Andalcio</p> |
| <p>35) Vendor # 31259
VANTAGE SOLUTIONS, LLC
430 WEST ERIE ST
CHICAGO, IL 60654
Vanessa Smith
312 440-0602</p> <p>Category: 6 Ownership: 100% Vanessa L.
Smith</p> | <p>39) Vendor # 90339
THE BOSTON CONSULTING GROUP INC
300 N LASALLE STREET
CHICAGO, IL 60654
Kedra Newson
312 627-2617</p> <p>Categories: 2,3,6,7 Ownership: No Shareholder
Holds More Than 10% Interest</p> |
| <p>36) Vendor # 16671
VERSIFIT TECHNOLOGIES LLC
103 W COLLEGE AVE
APPLETON, WI 54911
Michael Restle
920 882-1904</p> <p>Categories: 2, 4 Ownership: 100% Atomic
Holdings, One Llc</p> | <p>40) Vendor # 35971
ELECTRIC KNOWLEDGE INTERCHANGE
COMPANY
33 W MONROE
CHICAGO, IL 60603
Robert Blackwell Jr
312 236-0903</p> <p>Categories: 2, 3, 6, 7 Ownership: 100% Robert
Blackwell Jr</p> |

- 41) Vendor # 17117
KELEHER & ASSOCIATES LLC
3220 N ST NW
WASHINGTON, DC 20007
Julie Keleher
202 309-8595

Categories: 6,7 Ownership: 100% Julie Keleher
- 42) Vendor # 34134
NAVIGANT CONSULTING INC
30 S WACKER DRIVE
CHICAGO, IL 60606
Kevin McHugh
646 227-4701

Categories: 1, 2, 3, 6, 7, 8 Ownership: No
Shareholders Holds More Than A 10% Interest
- 43) Vendor # 17118
TEMBO INC
1639 N HANCOCK
PHILADELPHIA, PA 19122
Meg Towle
215 427-3608

Category: 2 Ownership: 100% David Stewart

Appendix A

Forecasted Pre-qualified Pool Spend for the First Year:

Category #	Category	Estimated Spend
1	Construction / Facilities Management	-\$300,000
2	Data Analytics	-\$350,000
3	Finance	-\$2,000,000
4	Information Technology	-\$500,000
5	Internal Audit	-\$1,250,000
6	Organization & Management Consulting	-\$1,000,000
7	Project Management	-\$350,000
8	Risk Management	-\$250,000

Board Member Ward abstained on Board Report 16-1026-PR2.

16-1026-PR3

AMEND BOARD REPORT 15-1028-PR2

AUTHORIZE A NEW AGREEMENT WITH GEMCAP INC DBA HAYES SOFTWARE SYSTEMS FOR AN ASSET MANAGEMENT SOLUTION

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Gemcap Inc dba Hayes Software Systems to provide an Asset Management Solution to all departments and schools at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this amended Board Report. Information pertinent to this agreement is stated below.

This October 2016 amendment is necessary to 1) revise the contract term and budget to align with the implementation timeline and 2) increase the compensation amount for additional services including physical inventory for IT assets and to provide RFID tags and barcodes as needed.

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

VENDOR:

- 1) Vendor # 36706
GEMCAP INC DBA HAYES SOFTWARE
SYSTEMS
12007 RESEARCH BLVD
AUSTIN, TX 78759
Matt Winebright
512 219-7610

Ownership: 45% Eugene M Hayes, 55%
Michael J Hayes

USER INFORMATION :

Contact: 14010 - Chief Administrative Officer
42 West Madison Street
Chicago, IL 60602
De Hoyos-Acosta, Mr. Jose Alfonso
773-553-4224

Project 12410 - Accounting
Manager: 42 West Madison Street
Chicago, IL 60602
Fraze, Mr. Larry
773-553-2710

TERM:

The term of this agreement shall commence on December 1, ~~2015~~ 2016 and shall end November 30, ~~2020~~ 2021. This agreement shall have two (2) options to renew for periods of two (2) years each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will complete an initial inventory of the district's instructional materials, IT Assets and facility assets. Vendor will manage the tracking, compliance and reporting of inventory for the district's instructional materials, facility and technological assets. Vendor will also supply RFID tags and barcodes as needed.

DELIVERABLES:

Vendor will provide TIPWeb-IM and TIPWeb-IT software licenses to all CPS schools and departments, as well as ongoing hosting and software maintenance. Vendor will also manage the initial physical inventory at all CPS schools, to be completed within 18 months of contract execution. Vendor will provide ongoing project management personnel, systems integration personnel and will guide the creation of policies and procedures for the project.

OUTCOMES:

Vendor's services will result in the following:

- Maximizing usage of existing resources, through reduction of loss and ability to locate and transfer assets
- Reduction of staff time and labor needed to manually track inventory with decentralized systems
- Ability to accurately report on current assets
- Increased compliance with Grant requirements to track and locate assets

COMPENSATION:

Vendor shall be paid in accordance with the prices contained in the agreement.

Estimated annual costs for the five (5) year term are set forth below:

~~\$2,660,000, FY16~~ ~~\$2,740,000, FY17~~ ~~\$3,190,000, FY18~~
~~\$3,245,000, FY19~~
~~\$1,055,000, FY20~~
~~\$645,000, FY21~~

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This agreement is in full compliance with the ~~25%~~ 30% MBE and ~~5%~~ 7% WBE goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts.

The Vendor has scheduled the following:

Total MBE - ~~28%~~ 30%
ProBar
621 Admiral Drive, Suite 408
Annapolis, MD 21401
Contact: Michael Moss
Ownership: Carol Bondurant 100%

Total WBE - ~~5%~~ 7%
Integrated Asset Management, Inc.
43 Redwood Road
Severna Park, MD 21146
Contact: Marla Williams
Ownership: Marla Williams 100%

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Funds and Units will be authorized to use this board report across central and network offices.

~~\$2,660,000, FY16~~

~~\$2,740,000,~~ \$3,190,000, FY17

~~\$900,000,~~ \$3,245,000, FY18

~~\$500,000,~~ \$1,055,000, FY19

~~\$600,000,~~ \$645,000, FY20

~~\$645,000, FY21~~

Not to exceed ~~\$7,300,000~~ \$8,780,000 for the five (5) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-PR4

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

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

This report details the award of Capital Improvement Program construction contracts in the total amount of \$821,056.72 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of \$681,873.74 as listed in the attached October Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

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

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

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

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482, 483, 484
will be used for all Change Orders (October Change Order Log); Funding source for new contracts is so indicated on Appendix A

Funding Source: Capital Funding

GENERAL CONDITIONS:

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

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

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

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

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

Appendix A
October 2016

SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM.	ACTION	PROJECT SCOPE AND NOTES				REASONS FOR PROJECT
Courtenay	BUCKEYE CONSTRUCTION CO INC	3205043	VT	\$ 63,700.00	8/22/2016	10/15/2016	2016	AA	H N/A	A	WBE	Convert existing toilet room into accessible unisex restroom. Including full renovation for accessibility, with mechanical, electrical and plumbing improvements. Relocate existing mural at CPC building to the Main Language Arts Center.	6	
Juarez	BUCKEYE CONSTRUCTION CO INC	3205972	VT	\$ 183,100.00	8/24/2016	10/30/2016	2016	0	0	0	78	Tree, shrub and brush removal, clearing and grubbing, strip lawn and topsoil, earth excavation and disposal at a approved waste facility, non-woven geotextile fabric, compacted aggregate base material, fencing removal and replacement, and concrete bollards.	2	
Lindblom	TYLER LANE CONSTRUCTION INC	3210218	JOC	\$ 300,000.00	9/2/2016	10/30/2016	2016	0	44	0	0	This is a life safety issue requiring an emergency JOC project. The SOW is emergency masonry and roof repairs to stop water infiltration in numerous locations at the roof, parapets and structural elements of the building. Interior scope includes the mitigation and plaster repair of both lead and and non-lead painted surfaces impacted by water leaks.	2	
Schurz	PH PASCHE	3210220	JOC	\$ 222,000.00	9/2/2016	10/30/2016	2016	20	5	0	0	Remediate environmental concerns with the pigeon population at Schurz.	2	
Tanner	KR MILLER CONTRACTORS INC	3205900	JOC	\$ 52,256.72	8/24/2016	9/30/2016	2017		N/A			The scope of work for this emergency JOC project is to replace the plumbing (3) risers servicing the drinking fountains in the classroom wing. The cold water main in the crawl space servicing the classroom wing will also be replaced as part of this scope. Four new drinking fountains will be installed at the South riser. Four new drinking fountains will be installed at the North riser. New Pre-K and Elementary height drinking fountains will be installed in the 1 North hallway. Work may include expedited lead and ACM mitigation. Work is to be completed, flushed and tested prior to the return of teachers.	2	
				\$ 821,056.72										

Reasons:

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

CPS

Chicago Public Schools
Capital Improvement Program

October 2016

These change order approval cycles range from
08/01/2016 to 08/31/201610/18/16
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CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Ernst Prussing									
2016 Prussing BLR 2016-25031-BLR									
Friedler Construction Co.			\$1,146,800.00	7	\$34,485.39	\$1,181,285.39	3.01%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
08/24/16	08/26/16	Contractor to provide labor and material for abatement of lead paint in the vestibule.					School Request	3117362	\$4,446.70
08/24/16	08/25/16	Contractor to provide labor and material for installing proper sealing and pressurization at new door locations.					Omission – AOR		\$1,693.70
									Project Total: \$6,140.40
Cesar E Chavez Multicultural Academic Center									
2016 Chavez NPL 2016-25151-NPL									
Friedler Construction Co.			\$224,800.00	4	\$76,981.95	\$301,781.95	34.24%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
08/03/16	08/11/16	Contractor to provide labor and material to remove the pavement between the proposed concrete sidewalk along the west side, provide expansion joints around the perimeter of each existing fence foundation and against the existing right-of-way sidewalk.					Owner Directed	3118449	\$2,106.00
									Project Total: \$2,106.00
Jonathan Y Scammon School									
2015 Scammon ROF-1 2015-25241-ROF-1									
K.R. Miller Contractors, Inc			\$6,647,700.00	5	\$110,487.23	\$6,758,187.23	1.66%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
08/09/16	08/15/16	Contractor to provide labor and material to remove unsuitable soil and debris and properly backfill area.					Discovered Conditions	3083919	\$37,905.02
08/09/16	08/15/16	Contractor to provide labor and material to install required electric flush valve devices.					Error - Architect		\$4,562.24
08/09/16	08/11/16	Contractor to provide labor and material for removal of concrete debris in basement area of school.					Discovered Conditions		\$1,683.49
									Project Total: \$44,150.75

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

CPS

Chicago Public Schools
Capital Improvement Program

October 2016

These change order approval cycles range from
08/01/2016 to 08/31/2016

10/18/16

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CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Stephen F Gale Community Academy									
2016 Gale FAS 2016-31081-FAS									
Broadway Electric			\$129,600.00	2	-\$3,800.00	\$125,800.00	-2.93%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
08/09/16	08/11/16	Contractor to provide a credit related to the City tie fire alarm box.				Allowance Credit		3050201	-\$7,360.00
								Project Total: -\$7,360.00	

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

October 26, 2016

CPSChicago Public Schools
Capital Improvement Program**October 2016**These change order approval cycles range from
08/01/2016 to 08/31/2016

10/18/16

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CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Jose De Diego Community Academy									
2016 De Diego MCR 2016-31261-MCR									
Madison Construction Company			\$10,940,540.00	21	\$172,484.71	\$11,113,024.71	1.58%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>							
07/25/16	08/04/16	Contractor to provide labor and material to demolish two existing deteriorated skylights and provide metal decking and insulation; provide new or repair skylight framing at select locations.						3093138	\$16,140.31
08/02/16	08/23/16	Contractor to provide labor and material to install extended lighting fixture at façade cornice for proper exterior lighting.							\$669.92
08/09/16	08/15/16	Contractor to provide credit for not installing parapet wall blocking due to current roofing system.							-\$5,962.50
08/09/16	08/15/16	Contractor to provide labor and material for installing additional blocking at select skylight openings.							\$4,699.62
08/02/16	08/03/16	Contractor to provide credit for no steel lintel installation required at arched window heads.							-\$53,406.76
08/04/16	08/10/16	Time and Materials work to remove additional clay tile structure discovered at skylights to be demolished.							\$33,126.59
08/12/16	08/15/16	Contractor to provide labor and material to remove and replace modified bitumen flashing membrane at select locations, and provide copper coping and cornice to match adjacent cornice system.							\$13,988.82
08/02/16	08/03/16	Contractor to provide labor and material to remove existing skylight and curb and seal roof drain, provide wood framing to span skylight opening, extend metal roofing system, and provide metal flashing drip edge.							\$17,030.72
07/25/16	08/04/16	Contractor to provide labor and material for additional electrical line shielding by ComEd on east façade restoration work for safety reasons.							\$19,342.46
08/01/16	08/15/16	Contractor to provide labor and material for repair on masonry and brick cracks.							\$17,025.27
08/09/16	08/15/16	Contractor to provide labor and material for repairing existing roof cupola.							\$5,445.33
Project Total: \$68,099.78									

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

CPS

Chicago Public Schools
Capital Improvement Program

October 2016

These change order approval cycles range from
08/01/2016 to 08/31/2016

10/18/16
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CHANGE ORDER LOG									
School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Roald Amundsen High School									
2016 Amundsen CAR 2016-46031-CAR									
Reliable & Associates			\$322,300.00	5	\$18,285.39	\$340,585.39	5.67%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
07/25/16	08/08/16	Contractor to provide labor and material for the relocation of wiring service through new raceway at select classrooms.				Discovered Conditions		3116997	\$2,493.13
								Project Total: \$2,493.13	

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

CPS

Chicago Public Schools
Capital Improvement Program

October 2016

These change order approval cycles range from
08/01/2016 to 08/31/2016

10/18/16

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CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Albert G Lane Technical High School									
2015 Lane Tech MCR 2015-46221-MCR									
Tyler Lane Construction, Inc.			\$50,164,330.00	101	\$1,939,909.49	\$52,104,239.49	3.87%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
							2867615 / 3002938 / 3060061	11-0525-PR8	
07/27/16	08/03/16	Contractor to provide labor and material to replace all glass at transom windows with impact resistant laminated glazing.					Discovered Conditions	\$29,784.00	
07/20/16	08/01/16	Contractor to provide labor and material to remove the existing east skylight including trim, and curb in room 154, provide new steel support and metal decking, and provide new steel supports for exhaust fan.					Discovered Conditions	\$22,735.00	
08/03/16	08/04/16	Contractor to provide labor and material to hand excavate and expose pipe in unfinished pipe space, verify condition of pipe, and install new pipe as necessary.					Discovered Conditions	\$9,684.00	
08/03/16	08/04/16	Contractor to provide labor and material to install new motor starter for new exhaust fan, and two cover mounted pilot lights.					Discovered Conditions	\$1,163.00	
07/27/16	08/01/16	Contractor to provide labor and material to remove, patch interior finishes to match at the existing exterior door in room 153.					Discovered Conditions	\$797.00	
08/15/16	08/17/16	Contractor to provide labor to scrape, prep, prime and paint the existing railings, posts and associated components at the school entrances.					Owner Directed	\$16,274.00	
07/13/16	08/01/16	Contractor to provide labor and material to install a new manual switch tied into the Fire Alarm System to bypass the damper activation.					Code Compliance	\$8,763.00	
07/20/16	08/01/16	Contractor to provide labor and material to remove and dispose of asbestos containing materials, as required to complete the flooring scope at select classrooms.					Discovered Conditions	\$56,624.00	
07/27/16	08/03/16	Contractor to provide labor and material to supply an additional batten for the existing stage equipment electric line					Discovered Conditions	\$3,873.00	
08/11/16	08/15/16	Contractor to provide labor and material to remove the deteriorated transom windows and associated frames, and provide new aluminum frame windows at select locations.					Discovered Conditions	\$5,910.00	
08/11/16	08/15/16	Contractor to provide labor and material to furnish and install new doors and aluminum tubing framing at existing masonry opening.					Discovered Conditions	\$6,336.00	

CPS

Chicago Public Schools
Capital Improvement Program

October 2016

These change order approval cycles range from
08/01/2016 to 08/31/2016

10/18/16

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CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
08/03/16	08/04/16	Contractor to remove and re-install intrusion detection door contacts at exterior doors and roof access points.				Discovered Conditions			\$9,314.00
08/17/16	08/18/16	Contractor to provide labor and material to replace worn and damaged guiderails, rods and hardware, center the arbor and curtain to hang and travel plumb between the guiderails, and provide a functional fire curtain.				Discovered Conditions			\$15,228.00
08/03/16	08/08/16	Contractor to provide labor and material re-attach the existing loose counter tops and back splashes in select classrooms.				Discovered Conditions			\$6,912.00
08/03/16	08/11/16	Contractor to provide labor and material to remove existing sealant and debris at copings, grind and provide epoxy at joints and cracks, level and prime deck surface, and install liquid applied waterproofing roof system.				Discovered Conditions			\$11,945.00

Project Total: \$205,342.00

Dunbar Vocational Career Academy

2016 Dunbar CAR 2016-53021-CAR
Wight & Company

\$3,409,000.00

18

-\$2,691.56

\$3,406,308.44

-0.08%

Change Date

App Date

Change Order Descriptions

Reason Code

3084166 / 3200462

07/26/16

08/04/16

Contractor to provide labor and material for additional steel plate to be welded to existing steel beam, provide new paint for the metal panels above the door opening.

Discovered Conditions

\$4,826.23

Project Total: \$4,826.23

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

155

October 26, 2016

CPS**Chicago Public Schools
Capital Improvement Program****October 2016**These change order approval cycles range from
08/01/2016 to 08/31/2016**10/18/16
Page 7 of 8****CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Dyett High School									
2016 Dyett CSP 2016-66021-CSP									
Wight & Company			\$11,050,000.00	38	\$1,155,139.93	\$12,205,139.93	10.45%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
07/28/16	08/26/16	Contractor to provide labor and material to provide generator rental for temporary power during ComEd shut-down.				Owner Directed		3078956	\$16,090.80
08/17/16	08/23/16	Contractor to provide labor and material to replace two failed condenser fans, thermal expansion valve powerhead, gas valve and modulating regulator, and leaking plug valves.				Discovered Conditions			\$11,241.62
07/28/16	08/04/16	Contractor to provide labor and material to relocate pull stations from select locations, and revise fire alarm and detection system per City of Chicago Fire Prevention Bureau requirements.				Permit Code Change			\$10,425.48
07/29/16	08/23/16	Contractor to provide labor and material to repair damaged terrazzo floor, install new re-circulating pump and associated piping in Kitchen and remove and replace conduit, wiring, transformers and panels in Kitchen				Omission – AOR			\$154,020.39
07/25/16	08/04/16	Contractor to provide labor and material to provide sheet metal cover to conceal baseboard radiation actuators at select locations.				Other			\$2,179.73
07/11/16	08/15/16	Contractor to provide labor and material to add electrostatic painting for new and existing factory-finish lockers.				Omission – DM			\$98,423.31
08/04/16	08/08/16	Contractor to provide labor and material to install a new fire suppression leak-proof storage tank and nozzles, provide stainless steel splash guard for three compartment sink and prep table with sink, and provide all connections necessary for proper operation for additional hand sink.				Site Inspect Direction			\$9,616.05
08/23/16	08/26/16	Contractor to provide labor and material to remove and replace and repair existing ductwork, conduit, and piping for access of the shear head scope of work.				Omission – AOR			\$22,662.63
07/28/16	08/04/16	Contractor to provide labor and material to remove and re-install existing finned tube radiation (FTR) and localized valving on top of new elevated flooring in select rooms, add a manual air vent in each elevated section, and reinstall covers, remove and replace existing floor grilles in select rooms, and provide adapter floor transition.				Omission – AOR			\$19,311.27
Project Total: \$343,971.28									

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

CPS

Chicago Public Schools
Capital Improvement Program

October 2016

These change order approval cycles range from
08/01/2016 to 08/31/2016

10/18/16

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CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number of Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Walter Payton College Preparatory HS									
2016 Payton PKG 2016-70020-PKG									
Elanar Construction			\$768,000.00	6	\$17,684.67	\$785,684.67	2.30%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
07/28/16	08/24/16	Contractor to provide labor and material to install new ballast and lamps at two existing wall mounted light fixtures on the south side of the school.					School Request	3000886	\$3,958.57
06/24/16	08/23/16	Contractor to provide labor and material to install conduit from the building to the area north of the outfield fence and PVC sleeve under the sidewalk.					Owner Directed		\$8,145.60
								Project Total: \$12,104.17	

Total Change Orders for this Period \$681,873.74

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

October 26, 2016

16-1026-PR5

AUTHORIZE THE PRE-QUALIFICATION STATUS OF AND NEW AGREEMENTS WITH VARIOUS CONTRACTORS TO PROVIDE GENERAL CONTRACTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the pre-qualification status of and new agreements with various contractors to provide general contracting services at an estimated annual aggregate cost set forth in the Compensation Section of this report and authorize a written master agreement with each vendor. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written master agreements for vendors are currently being negotiated. No services shall be provided by and no payment shall be made to any vendor prior to the execution of their written master agreement. The pre-qualification status approved herein for each vendor shall automatically rescind in the event such vendor fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to this master agreement is stated below.

Specification Number : 16-350036

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

USER INFORMATION :

Contact:
11860 - Facility Operations & Maintenance
42 West Madison Street
Chicago, IL 60602
De Runtz, Ms. Mary
773-553-2960

TERM:

The term of this pre-qualification period and each master agreement is for three (3) years, effective January 1, 2017 and ending December 31, 2019. The Board shall have the right to renew the pre-qualification period and each master agreement for two (2) additional one (1) year periods.

SCOPE OF SERVICES:

Contractors shall perform the following services:
Perform general construction contracting services required by the scope of work identified in the bid solicitation in compliance with applicable laws, rules, codes and regulations;
Procure all permits, licenses, and approvals;
Plan, coordinate, administer, and supervise the work;
Procure all materials, equipment, labor and vendor services required for each awarded project in accordance with the Board's Multi-Project Labor Agreement;
Provide required documents for the required insurance and provide the payment and performance bonds required for each awarded project;
Perform change order, corrective work and closeout completion;
Comply with Board directives, and policies regarding each project;
Prepare and submit timely status and progress reports and update project completion schedules when requested by the Board;
Meet with Board representative(s) regularly as required to discuss work in progress and other matters;
and
Provide all required M/WBE documentation when responding to a specific bid solicitation.

COMPENSATION:

Contractors shall be paid based upon projects awarded as agreed to in their master services agreements. Estimated amounts for the sum of payments to all pre-qualified vendors for the three (3) year pre-qualification term shall not exceed \$350,000,000, FY17, FY18, FY19, FY20.

USE OF POOL:

The Board is authorized to receive services from the pre-qualified pool as follows: the Board shall solicit sealed bids for each project from the pre-qualified pool of contractors. The pre-qualified contractors will be requested to furnish a lump-sum quotation in response to an invitation to bid for a defined scope of work. Each project shall be awarded to the lowest responsible, responsive bidder. A notice of award for each project shall be issued by the Chief Procurement Officer and such award shall be ratified by the Board at the Board meeting immediately following such award. All awards and any change orders will be subsequently presented to the Board for approval.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Business Enterprise participation in Construction Projects (M/WBE Program), the M/WBE goals for this contract include 30% total MBE and 7% total WBE. Aggregated compliance with the Contractors in the pool will be reported on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: Various Capital Funds

Charge to Facilities: Parent Unit 12150

FY17, FY18, FY19, FY20 not to exceed \$350,000,000 in the aggregate.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

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|----|---|----|--|
| 1) | Vendor # 23048

A.G.A.E Contractors, Inc
4549 NORTH MILWAUKEE AVE.
CHICAGO, IL 60630

Robert C. Miezio

773 777-2240

Ownership: Julie Peric - 100% | 4) | Vendor # 89364

BULLEY & ANDREWS, LLC
1755 WEST ARMITAGE AVE.
CHICAGO, IL 60622

Tim Puntillo

773 235-2433

Ownership: Allan E. Bulley li - 50%, Allan E.
Bulley lii- 25% And Susan Bulley - 25% |
| 2) | Vendor # 81957

ALL-BRY CONSTRUCTION COMPANY
145 TOWER DRIVE
BURR RIDGE, IL 60527

Thomas W. Girouard

630 655-9567

Ownership: Thomas W. Girouard- 100% | 5) | Vendor # 59564

CMM GROUP, INC
17704 PAXTON AVE.
LANSING, IL 60438

Michael D. Bergin

708 251-5910

Ownership: Michael E. Bergin - 34%, Robert
R. Gates - 33% And Brenda L. Bergin - 33% |
| 3) | Vendor # 31784

BLINDERMAN CONSTRUCTION CO., INC
224 N DESPLAINES ST
CHICAGO, IL 60661

Steven Blinderman

312 982-2602

Ownership: Steven Blinderman - 50% And
David Blinderman - 50% | 6) | Vendor # 12083

Cornerstone Contracting Inc
831 Oakton St Suite A
Elk Grove Village, IL 60007

Christian D. Blake

847 593-0010

Ownership: John R. Oehler - 79% And
Christian D. Blake - 21% |

- | | |
|---|---|
| <p>7)</p> <p>Vendor # 17543</p> <p>DEVELOPMENT SOLUTIONS INC
20 NORTH STREET, SUITE 2550
CHICAGO, IL 60602</p> <p>James J. Karcz</p> <p>312 629-2800 x:1012</p> <p>Ownership: Craig Maska - 40%, Daniel Mazeiro - 40%, Ivan Katlan - 10%, Michael Nolan - 5% And Martin Moran - 5%</p> | <p>10)</p> <p>Vendor # 41829</p> <p>FRIEDLER CONSTRUCTION COMPANY
1001 N. MILWAUKEE AVE. STE 402
CHICAGO, IL 60642</p> <p>Eric M. Friedler</p> <p>773 661-5720</p> <p>Ownership: Eric M. Friedler - 100%</p> |
| <p>8)</p> <p>Vendor # 64950</p> <p>ELANAR CONSTRUCTION COMPANY
6620 WEST BELMONT AVE.
CHICAGO, IL 60634-3934</p> <p>Ross Burns</p> <p>773 628-7011</p> <p>Ownership: Ross M. Burns - 100%</p> | <p>11)</p> <p>Vendor # 13288</p> <p>IDEAL HEATING COMPANY
9515 SOUTHVIEW AVE
BROOKFIELD, IL 60513</p> <p>Charles M. Usher Jr</p> <p>708 680-5000</p> <p>Ownership: Charles M. Usher Jr. - 52%, Andrew L. Usher - 24%, And Edward M. Usher - 24%</p> |
| <p>9)</p> <p>Vendor # 76326</p> <p>F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES., LLC
5515 N. EAST RIVER RD.
CHICAGO, IL 60656</p> <p>Robert F. Zitek</p> <p>773 444-3474</p> <p>Ownership: Fhp Tr Trust No 1 - 65%, James V. Blair - 18%, James J. Habschmidt - 5%, And 3 Other Members With Less Than 4% Interest.</p> | <p>12)</p> <p>Vendor # 23996</p> <p>K.R. MILLER CONTRACTORS, INC.
1624 COLONIAL PARKWAY
INVERNESS, IL 60067</p> <p>Keith R. Miller</p> <p>847 358-6400</p> <p>Ownership: Keith R. Miller - 100%</p> |

- 13) Vendor # 17538
KEE CONSTRUCTION LLC
11002 S WHIPPLE
CHICAGO, IL 60655

Greta Keranen
773 809-3118

Ownership: Greta Keranen - 100%
- 14) Vendor # 45621
MURPHY & JONES CO INC
4040 N. NASHVILLE AVENUE
CHICAGO, IL 60634

Ed Latko
773 794-7900

Ownership: Ed Latko - 100%
- 15) Vendor # 65706
MZI BUILDING SERVICES INC
1937 W FULTON ST
CHICAGO, IL 60612

Arthur Miller
312 492-8740

Ownership: Arthur Miller - 100%
- 16) Vendor # 37757
OAKLEY CONSTRUCTION CO, INC.
7815 SOUTH CLAREMONT AVENUE
CHICAGO, IL 60620

Augustine Afriyie
773 434-1616

Ownership: Augustine Afriyie - 50% And Mary Kwateng - 50%
- 17) Vendor # 31792
OCA CONSTRUCTION, INC
8434 CORCORAN RD
WILLOW SPRINGS, IL 60480

Kelly Heneghan
708 839-5605

Ownership: Kelly Heneghan - 51% And John O'Connor - 49%
- 18) Vendor # 11067
OLD VETERAN CONSTRUCTION, INC
10942 SOUTH HALSTED STREET
CHICAGO, IL 60628

Jose Maldonado
773 821-9900

Ownership: Jose Maldonado - 100%

- 19) Vendor # 69883
POWERS & SONS CONSTRUCTION
COMPANY, INC
2636 WEST 15TH AVE.
GARY, IN 46404

Kelly Powers Baria
219 949-3100

Ownership: Mamon Powers Jr - 50% And
Claude Powers - 50%
- 20) Vendor # 68006
R.J. OLMEN COMPANY
3200 WEST LAKE AVE
GLENVIEW, IL 60026

Stan Olmen
847 724-0994

Ownership: Stanley J. Olmen - 41%, Wendy L.
Olmen - 41% And Patricia M. Olmen - 18%
- 21) Vendor # 27686
RELIABLE & ASSOCIATES CONSTRUCTION
COMPANY
4106 S EMERALD AVE
CHICAGO, IL 60609

Mark Giebelhausen
312 666-3626

Ownership: Linval J. Chung - 100%
- 22) Vendor # 12831
REYES GROUP LTD.
15515 S. CRAWFORD AVENUE
MARKHAM, IL 60428

Marcos G Reyes
708 596-7100

Ownership: Marcos G. Reyes - 100%
- 23) Vendor # 16324
SIMPSON CONSTRUCTION CO.
701 25TH AVENUE
BELLWOOD, IL 60104

Robert E. Hansen
708 544-3800

Ownership: Robert E. Hansen - 67% And
Company Owned Stock - 33%
- Vendor # 20152
THE GEORGE SOLLITT CONSTRUCTION
COMPANY
790 N CENTRAL AVE
WOOD DALE, IL 60191

John Pridmore
630 860-7333

Ownership: The George Sollitt Construction
Company Employee Stock Ownership Plan -
100%

- | | |
|--|--|
| <p>25)</p> <p>Vendor # 13330</p> <p>THE LOMBARD COMPANY
4245 W. 123RD STREET
ALSIP, IL 60803</p> <p>Daniel J. Lombarg
708 389-1060</p> <p>Ownership: Lombard Investment Co - 100%</p> | <p>28)</p> <p>Vendor # 97145</p> <p>WIGHT CONSTRUCTION SERVICES, INC
2500 N FRONTAGE RD
DARIEN, IL 60561</p> <p>Kenneth Osmun
312 261-5700</p> <p>Ownership: Mark Wight - 100%</p> |
| <p>26)</p> <p>Vendor # 15399</p> <p>TYLER LANE CONSTRUCTION, INC.
999 EAST TOUHY AVENUE
DES PLAINES, IL 60018</p> <p>Larry Vacala
847 813-6820</p> <p>Ownership: Larry Vacala - 100%</p> | |
| <p>27)</p> <p>Vendor # 41437</p> <p>UJAMAA CONSTRUCTION INC
7744 S. STONY ISLAND AVE.
CHICAGO, IL 60649</p> <p>Jimmy Akintonde
773 602-1100</p> <p>Ownership: Jimmy Akintonde - 100%</p> | |

16-1026-PR6

**AUTHORIZE A NEW AGREEMENT WITH THE CONCORD CONSULTING GROUP OF ILLINOIS, INC.
FOR COST ESTIMATING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with The Concord Consulting Group of Illinois, Inc. to provide cost estimating services to the Department of Facilities at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 16-350037

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

VENDOR:

- 1) Vendor # 46678
CONCORD CONSULTING GROUP OF
ILLINOIS INC, THE
55 EAST MONROE STREET
CHICAGO, IL
Eamon Ryan
312 424-0250
Ownership: Edward Strich - 80%, Eamon
Ryan - 10% And John Duggan - 10%

USER INFORMATION :

Contact:
11860 - Facility Operations & Maintenance
42 West Madison Street
Chicago, IL 60602
De Runtz, Ms. Mary
773-553-2960

TERM:

The term of this agreement shall commence on January 1, 2017 and shall end December 31, 2019. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide cost estimating services for all work associated with school construction projects, whether by Operations and Maintenance, Capital or Public Building Commission including, but not limited to the following:

Provide on-screen and digitizer take-offs and pricing including escalation rates/factors.

Derive material quantities and productivity units from Building Information Modeling (BIM) design environment.

Provide estimates at various milestones of design life cycle, such as transfer estimates, 75% design, 100% design, and out-to-bid ("OTB") estimates.

Provide assessment and costing tables to supplement the CPS biannual assessment tool to assist with long term capital plan.

Review Job Order Costing Proposal for accuracy.

Provide accurate estimates including statistical analysis with respect to construction trends, material price changes, Leadership in Energy and Environmental Design ("LEED") requirements, environmental, labor disputes, and other influences in the market place.

Provide Schedule of Values ("SOV") for bid estimates and identify areas that might require increased project control efforts to mitigate front-end loading and over expenditures.

Review all change order using Oracle Contracts Manager.

DELIVERABLES:

Vendor will provide cost estimating services for demolition, renovation, new construction and utilities for entirety of the Board's portfolio, as required during various phases of design and during construction to review and validate cost implications associated with the base work and change management. The estimates will be organized by the 2010 Construction Standards Institute ("CSI") Master Format. Vendor's services will be delivered in a client focused manner, seamlessly and within a web-based integrated program management environment.

OUTCOMES:

Vendor's services will result in accurate cost data and analysis which will enable the effective and efficient management of the Board's Capital Improvement Program and Operations and Maintenance Program.

COMPENSATION:

Vendor shall be paid as agreed upon in the agreement. Estimated annual costs for the three (3) year term are set forth below: \$600,000, FY17, FY18 and FY19.

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 Facilities Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program) in Goods and Services Contracts, this contract is in full compliance with the proposed goals of 30% MBE and 7% WBE and will be monitored on a quarterly basis.

The vendor has scheduled the following firms:

Total MBE: 30%
Spaan Tech, Inc.
311 S. Wacker Dr., Suite 2400
Chicago, IL 60606
Ownership: Smita N. Shah

Total WBE: 7%
Coordinated Construction Project Control Services
18W140 Butterfield Road
Oakbrook Terrace, IL 60181
Ownership: Jacqueline Doyle

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Capital Funds
Unit numbers 12150, 11880
\$600,000 FY17, FY18, FY19
Not to exceed \$1,800,000 for the three (3) year term.
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-PR7

AUTHORIZE THE SECOND RENEWAL AGREEMENT WITH TRIMARK MARLINN, LLC FOR THE PURCHASE OF FOOD SERVICE EQUIPMENT AND RELATED INSTALLATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the second renewal agreement with Trimark Marlinn, LLC for the purchase of food service equipment and related installation services to Nutrition Support Services and Early College and Career at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Trimark Marlinn, LLC during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

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

VENDOR:

- 1) Vendor # 94592
TRIMARK MARLINN, LLC
6100 WEST 73RD STREET
BEDFORD PARK, IL 60638

Debbie Moutry
708 496-5772

Ownership: Trimark Usa, LLC - Majority, For
Profit Company - No Shareholder Has More
Than 10% Interest

USER INFORMATION :

Project
Manager: 12010 - Nutrition Support Services

42 West Madison Street

Chicago, IL 60602

Fowler, Mrs. Leslie A.

773-553-2830

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 13-0925-PR11) in the amount of \$7,300,000 was for a term commencing December 3, 2013 and ending December 2, 2015 with the Board having 3 options to renew for 1 year terms. The agreement was renewed (authorized by Board Report 15-1028-PR17) in the amount of \$1,500,000.00 for a term commencing December 3, 2015 and ending December 2, 2016. The first renewal agreement was amended (authorized by Board Report 16-0525-PR14) to increase the not to exceed from \$1,500,000.00 to \$3,000,000.00. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for 1 year commencing December 3, 2016 and ending December 2, 2017.

OPTION PERIODS REMAINING:

There is 1 option period for a 1 year term remaining.

SCOPE OF SERVICES:

Vendor will continue to provide food service and culinary lab equipment on an as-needed basis. Goods are as follows: Category 1 - Refrigeration Equipment, Category 2 - Heating and Serving Equipment, Category 3 - Cooking Preparation Equipment, Category 4 - Oven and Holding Equipment, Category 5- Steamers and Pans, Category 6 - Shelving, and Category 7 - Culinary Lab Equipment.

DELIVERABLES:

Vendor will continue to provide food service equipment and related installation services.

OUTCOMES:

These purchases will result in standardization across the district and have the potential to realize volume discounts.

COMPENSATION:

Vendor shall be paid during this option period as specified in the agreement; total cost not to exceed \$3,000,000.00. Estimated annual costs for this option period are set forth below:

FY17: \$1,750,000.00

FY18: \$1,250,000.00

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 Chief Procurement Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement include 30% total MBE and 15% total WBE participation.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 312 - Nutrition Support Services - City Wide, Unit 12050:

FY17: \$1,633,333.33

FY18: \$1,116,666.66

Not to exceed \$2,800,000 for the one year term.

Fund 312 - Early College and Career Education - City Wide, Unit 13727:

FY17: \$100,000

FY18: \$100,000

Not to exceed \$200,000 for the one year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-PR8

AUTHORIZE A NEW AGREEMENT WITH BSN SPORTS LLC FOR THE PURCHASE OF PHYSICAL EDUCATION SUPPLIES AND EQUIPMENT

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with BSN Sports LLC for the purchase of physical education supplies and equipment to all schools and departments at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to a Request for Proposal (#16-07) issued by Region 4 Education Service Center (ESC) as the Lead Public Agency, with the assistance of The Purchasing Cooperative Network (TCPN). Subsequently, BSN Sports LLC entered into a Vendor Contract with Region 4 ESC and TCPN (#R160701). The Board desires to purchase physical education supplies and equipment based upon that Vendor Contract pursuant to Board Rule 7-2.7, which authorizes the Board to purchase non-biddable and biddable items through government purchasing cooperative contracts. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

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

VENDOR:

- 1) Vendor # 22464
BSN SPORTS LLC FORMERLY KNOWN
AS BSN SPORTS INC
1901 DIPLOMAT DRIVE
FARMERS BRANCH, TX 75234

Brad Ciesielski
972 884-7210

Ownership: 100% Owned By Varsity Brands
Holdings Co., Inc

USER INFORMATION :

Project
Manager: 12210 - Procurement and Contracts Office

42 West Madison Street

Chicago, IL 60602

Norgren, Mrs. Leslie

773-553-2280

TERM:

The term of this agreement shall commence on November 1, 2016 and shall end on October 31, 2019. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

OUTCOMES:

This agreement will result in the District-wide purchase of physical education supplies and equipment.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; Estimated annual costs for the three (3) year term are set forth below:

FY17 \$1,333,333.33

FY18 \$2,000,000.00

FY19 \$2,000,000.00

FY20 \$666,666.67

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 Procurement Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation, the goals for this award are 18% MBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to various schools and departments.

FY17 \$1,333,333.33

FY18 \$2,000,000.00

FY19 \$2,000,000.00

FY20 \$666,666.67

Not to exceed \$6,000,000.00 for the three (3) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-PR9

AUTHORIZE A NEW AGREEMENT WITH FIT KIDS, INC DBA STRETCH AND GROW NORTH INC FOR RECESS SERVICES AT ARMSTRONG, DISNEY AND HIBBARD ELEMENTARY SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Fit Kids, Inc. DBA Stretch-N-Grow North Inc. to provide recess services to Armstrong, Disney and Hibbard elementary schools at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Hubbard, Ms. Carisa Ann / 773-553-2280
CPOR Number : 16-0926-CPOR-1799

VENDOR:

- 1) Vendor # 55040
FIT KIDS, INC DBA STRETCH-N-GROW
NORTH, INC
1737 N. PAULINA., STE 112
CHICAGO, IL 60622

Michelle Glick
773 486-3540

Ownership: Michelle Glick - 100%

USER INFORMATION :

Project
Manager: 14050 - Office of Student Health & Wellness

42 West Madison Street

Chicago, IL 60602

Declemente, Mrs. Tarrah K.

773-553-1886

PM Contact:

12010 - Nutrition Support Services

42 West Madison Street

Chicago, IL 60602

Fowler, Mrs. Leslie A.

773-553-2830

TERM:

The term of this agreement shall commence on November 1, 2016 and shall end June 30, 2017. This agreement has one (1) option to renew for a period of twelve (12) months.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide an unstructured recess program representative of developmentally appropriate play, order, fun, choice, and well-being. Vendor's coaches will work with lunch staff and security staff to ensure a safe and effective lunch recess program.

DELIVERABLES:

The Vendor will provide coaches to ensure that students practice appropriate behavior while transitioning, standing in lunch lines, walking in the hallway, and while interacting at recess. Coaches will communicate daily with school staff to ensure student safety and well-being.

OUTCOMES:

Vendor's services will result in schools increased capacity and provide critical services for daily recess.

COMPENSATION:

Vendor shall be paid as follows: Estimated annual cost not to exceed \$161,806.00, FY17

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 Executive Director of Nutrition Support Services to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation, the goals for this award are 100% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Funds
28801, William G Hibbard School
22081, George Armstrong Elementary School
29401, Walt Disney Magnet School

\$161,806.00, FY17
Not to exceed \$161,806.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-PR10

AUTHORIZE A NEW AGREEMENT WITH BLAIDA AND ASSOCIATES, LLC FOR LOBBYING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Blaida and Associates, LLC to provide lobbying services to the Public Policy Department at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This request was presented to the Non-Competitive Procurement Review Committee and approved by Chief Procurement Officer. Upon approval as a single source, this item was published on the Procurement website on October 12, 2016, found here: <http://csc.cps.k12.il.us/purchasing/>. The item will remain on the Procurement website until the October 26, 2016 meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

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

VENDOR:

- 1) Vendor # 16062
Blaida and Associates LLC
30 North LaSalle St Suite 2800
Chicago, IL 60602

Derek Blaida
312 714-5172

Ownership Information: 100% Derek Blaida

USER INFORMATION :

Project
Manager: 10450 - Intergovernmental Relations

42 West Madison Street

Chicago, IL 60602

Bilecki, Mr. Francis William

773-535-5100

TERM:

The term of this agreement shall commence on November 1, 2016 and shall end October 31, 2017. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

- Lobby to pass legislation that allows the state to contribute \$215 million to the Chicago Teachers' Pension Fund.
- Lobby to pass legislation to restore the Chicago Teachers' Pension Fund property tax, outside of Property Tax Extension Law Limit (PTELL) tax caps.
- Lobby to pass legislation to revise the Illinois Charter School Commission.
- Lobby to pass legislation that adjusts the state's funding formula for public education to ensure students in high poverty and high need receive the necessary funds.

OUTCOMES:

Vendor's services will result in accomplishing CPS' legislative agenda items for veto session, occurring in November and December. Given significant budget pressures and anticipated heavy legislative lifts, we require regular advice and assistance.

COMPENSATION:

Vendor shall be paid as follows:
\$8,000.00 per month over the one (1) year term
FY17, \$64,000.00
FY18, \$32,000.00
Not to exceed: \$96,000.00

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program), there are no M/WBE goals set for this, scope is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

10450 - Intergovernmental Relations Fund 115
FY17 \$32,000.00
FY18 \$64,000.00
Not to exceed: \$96,000.00
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-PR11

AMEND BOARD REPORT 16-0928-PR5

AMEND BOARD REPORT 16-0427-PR12

AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH SEVERIN INTERMEDIATE HOLDINGS, LLC DBA POWERSCHOOL GROUP LLC (AS SUCCESSOR-IN-INTEREST TO MAXIMUS K-12 EDUCATION, INC. DBA MAXIMUS INC.) FOR LICENSE AND MAINTENANCE OF STUDENT SERVICES MANAGEMENT SOFTWARE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with Severin Intermediate Holdings, LLC DBA PowerSchool Group LLC, (as successor-in-interest to MAXIMUS K-12 Education, Inc. DBA MAXIMUS, Inc.) to provide maintenance and support for the Student Services Management (SSM) solution at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. No payment shall be made to Powerschool Group LLC during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this amended Board Report. Information pertinent to this extension is stated below.

This September 2016 amendment is necessary to i) increase the compensation amount by \$25,000 and ii) approve the assignment of the original software maintenance and support agreement as extended to PowerSchool Group LLC.

This October 2016 amendment is necessary to increase the compensation amount by \$50,000.00 to accommodate a paraprofessional justification form and process.

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

- 2) Vendor # 16589
SEVERIN INTERMEDIATE HOLDINGS, LLC
DBA POWERSCHOOL GROUP LLC
P O BOX 398408
SAN FRANCISCO, CA 94139-8408
Jim Swaney
888 265-7641

Ownership: Pn Holdings, Inc. - 100%
(Publicly Traded)

USER INFORMATION :

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

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #09-1028-PR9) in the amount of \$540,000.00 was for a term commencing November 1, 2009 and ending October 31, 2011, with the Board having three (3) options to renew for one (1) year each. The original agreement was renewed (authorized by Board Report #11-1026-PR3) in the amount of \$300,000.00 for a term commencing November 1, 2011 and ending October 31, 2012. Board Report #11-1026-PR3 was amended by Board Report #12-0627-PR23 to increase the amount to \$321,000.00. The agreement was further renewed (authorized by Board Report #12-0925-PR6) in the amount of \$325,000.00 for a term commencing November 1, 2012 and ending October 31, 2013 and again renewed (authorized by Board Report #13-0925-PR9) for a term commencing November 1, 2013 and ending October 31, 2014. The agreement was further renewed (authorized by Board Report #14-0924-PR8) for a term commencing November 1, 2014 and ending June 30, 2016. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

EXTENSION PERIOD:

The term of this agreement is being extended for 12 months commencing July 1, 2016 to June 30, 2017.

SCOPE OF SERVICES:

Vendor will continue to provide unlimited licenses to the Board to use the Student Services Management software module for tracking clinical services and special education case management. Vendor will provide maintenance and support for this licensed software.

DELIVERABLES:

Vendor will continue to provide maintenance which consists of program corrections and enhancements that Vendor may develop during this renewal term as long as the Board's annual maintenance fee is current. Maintenance will also include any changes required by the Board as a result of new or modified State or Federal requirements regarding special education. Vendor will also provide support on this licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, and knowledge transfer. In addition, Vendor will provide:

Continued development and customization of special education and health service electronic documents, including the Individualized Education Program, 504 Plan, Health Care Plan, and Placement;

Enhanced calendar and communication modules to facilitate staff-parent meetings;

Enhanced clinician service capture module to facilitate reporting of reimbursement for services provided by clinicians;

Enhanced calendar and communication modules to facilitate staff-parent meetings;

Enhanced technical support tools, allowing help desk agents to log in as a user and identify the issue; and Upgrade to TieNet version 16.0 (2016).

OUTCOMES:

Vendor's services will result in enhancing educational opportunities and overall education processes, enabling new application development, and allowing for future growth. The database and enterprise software program will further automate the Board's Individualized Education Program process and will enhance the Board's ability to effectively educate students.

COMPENSATION:

Vendor shall be paid during this option period as follows:

Estimated annual costs for the 12 month term are set forth below:

~~\$414,717.00, FY17~~ \$464,717.00, FY17

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to Section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE Program), there were no MWBE goals set for this solicitation which is proprietary software, scope is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115

Information Technology Services, Unit 12510

Diverse Learner Supports and Services, Unit 11670

~~\$414,717.00, FY17~~

\$464,717.00, FY17

Not to Exceed: ~~\$414,717.00~~ \$464,717.00

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-PR12

AMEND BOARD REPORT 16-0824-PR13

AUTHORIZE A NEW AGREEMENTS WITH BLUE CROSS BLUE SHIELD OF ILLINOIS FOR HMO AND PPO HEALTHCARE ADMINISTRATIVE SERVICES MEDICAL AND ANCILLARY MEDICAL SERVICES AND AUTHORIZE FUNDING OF HEALTH SAVINGS ACCOUNTS AND AGREEMENT WITH WEBSTER BANK, N.A. (HSA BANK, A DIVISION OF WEBSTER BANK, NA.)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreements with Blue Cross Blue Shield of Illinois (BCBSIL) to provide HMO and PPO healthcare administrative services for CPS medical plans and ancillary medical plans and authorize funding of health savings accounts and agreement with Webster Bank, N.A. (HSA Bank, a Division of Webster Bank, N.A.) at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A. Written agreements for Vendor's services is are currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreements. The authority granted herein shall automatically rescind in the event a the written agreements is are not executed within 90 days of the date of this Board Report. Information pertinent to this the agreements is stated below.

This October 2016 amendment is necessary to clarify that there are separate contracts for the PPO and HMO administrative services and to authorize funding of employee health savings accounts at Webster Bank, N.A. (HSA Bank, a Division of Webster Bank, N.A.).

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

VENDOR:

- 1) Vendor # 36410
HEALTH CARE SERVICE CORPORATION
D/B/A BLUE CROSS BLUE SHIELD OF ILLINOIS
300 E. RANDOLPH
CHICAGO, IL 60601
Miles Dean
312 653-4581
Ownership: Mutual Legal Reserve Company
(Hcsc) There Are No Owners With Greater Than 10% Ownership

- 2) Vendor # 17792
WEBSTER BANK NA HSA BANK A
DIVISION OF WEBSTER BANK NA
605 N. 8TH ST
SHEBOYGAN, WI 53081
Sarah Oomen
920 803-4197
Ownership: Owned By Webster Bank

USER INFORMATION :

Project 11010 - Talent Office
Manager: 42 West Madison Street
Chicago, IL 60602
Lyons, Mr. Matthew A

PM Contact: 11010 - Talent Office
42 West Madison Street
Chicago, IL 60602
Fairhall, Ms. Gail A

TERM:

The term of this each BCBSIL agreement shall commence on January 1, 2017 and shall end December 31, 2019. This The BCBSIL agreements shall have three (3) options to renew for periods of twelve (12) months each. The agreement with Webster Bank, N.A. (HSA Bank, a Division of Webster Bank, N.A.) will be for a term to be negotiated.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide the administrative services for the following CPS medical plans and ancillary medical plans in support of Board employees and their families: Preferred Provider Organization (PPO), Health Maintenance Organization (HMO), Health Savings Plan (HSA), Wellness Program, Disease Management, Utilization Management, Mental Health, Substance Abuse, and Employee Assistance Program (EAP).

DELIVERABLES:

Vendor will provide the administrative services for the following CPS medical plans and ancillary medical plans in support of Board employees and their families: Preferred Provider Organization (PPO), Health Maintenance Organization (HMO), Health Savings Plan (HSA), Wellness Program, Disease Management, Utilization Management, Mental Health, Substance Abuse, and Employee Assistance Program (EAP).

OUTCOMES:

Vendor's services will result in comprehensive and affordable healthcare for the Board's self-insured medical benefits program for Chicago Public Schools employees. By consolidating CPS' medical and healthcare provider pool, it will provide cost-savings on administrative fees and lower the costs for the district while maintaining "best in class" healthcare services for CPS employees and their families. Since the implementation of the Affordable Healthcare Act (ACA), medical insurance carriers are mandated to provide mental health parity and utilization services. Hence, medical insurance carriers now have the expertise in providing ancillary plans at a reduced cost which are bundled with medical insurance plans.

COMPENSATION:

Vendor shall be paid as follows: Estimated annual costs for the three (3) year term are set forth below. The amounts below are aggregate amounts for all contracts with Vendor. Webster Bank, N.A. (HSA Bank, a Division of Webster Bank, N.A.) will provide services at no cost to the Board. Webster Bank, N.A. (HSA Bank, a Division of Webster Bank, N.A.) will be paid fees from participating employee savings accounts.

\$37,160,092 FY17

\$74,320,184 FY18

\$74,320,184 FY19

\$37,160,092 FY20

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements, including any indemnification to be provided to Webster Bank, N.A. (HSA Bank, a Division of Webster Bank, N.A.). Authorize the President and Secretary to execute the agreements. Authorize Chief Officer of Talent to execute all ancillary documents required to administer or effectuate this the agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract method for M/WBE participation will be utilized. Thus, vendor will adhere to the required goals of 30% MBE and 7% WBE participation.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115 Pension & Liability-City Wide, Unit 12470

\$37,160,092 FY17

\$74,320,184 FY18

\$74,320,184 FY19

\$37,160,092 FY20

Future year funding is contingent upon appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

16-1026-PR13

AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR DEFINED CONTRIBUTION RETIREMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with various vendors to provide Defined Contribution Retirement services to the Talent Office at no cost to the Board. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

Specification Number : 15-350035

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

VENDOR:

- 1) Vendor # 69802
GREAT-WEST LIFE & ANNUITY
INSURANCE COMPANY
8515 EAST ORCHARD RD
GREENWOOD VILLAGE, CO 80111

Daniel Morrison
303 737-6992

Ownership: No Shareholder Owns Shares
Equal Or In Excess Of 10%
- 2) Vendor # 23624
VARIABLE ANNUITY LIFE INSURANCE
COMPANY (VALIC)
2929 ALLEN PARKWAY, STE L6-30
HOUSTON, TX 77019

Tom Goodwin
713 831-4070

Ownership: No Shareholder Owns Shares
Equal Or In Excess Of 10%
- 3) Vendor # 91417
Voya Retirement Insurance and Annuity
Company
ONE ORANGE WAY
WINDSOR, CT 06095

Carol B. Keen
860 580-1651

Ownership: No Shareholder Owns Shares
Equal Or In Excess Of 10%

USER INFORMATION :

Contact:

11010 - Talent Office
42 West Madison Street
Chicago, IL 60602
Lyons, Mr. Matthew A
773-553-2520

**Project
Manager:**

12440 - Treasury
42 West Madison Street
Chicago, IL 60602
Bennett, Ms. Jennie H
773-890-8790

TERM:

The term of each agreement shall commence on January 1, 2017 and shall end December 31, 2019. The agreements shall have two (2) options to renew for periods of two (2) years each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendors shall provide comprehensive defined contribution retirement services which include:

- Management of investment options (either proprietary, non-proprietary or a combination)
- Participation Communication
- Administration/Record keeping
- Participant Education
- Vendors shall only provide those products and services within the product line for which they were originally selected.

DELIVERABLES:

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

OUTCOMES:

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

COMPENSATION:

Vendors shall be paid through service fee deductions from the investment accounts of participating Board Employees with no cost to the Board.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, it has been determined that the goals for this agreement are 15% total MBE and 5% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Vendors shall be paid through service fee deductions from the investment accounts of participating 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 May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

President Clark indicated that if there are no objections, Board Reports 16-1026-EX1, 16-1026-EX2, 16-1026-OP1 through 16-1026-OP4, 16-1026-AR1 through 16-1026-AR4, and 16-1026-PR1 through 16-1026-PR13, with the noted abstention, would be adopted by the last favorable roll call vote, all members voting therefore.

President Clark thereupon declared Board Reports 16-1026-EX1, 16-1026-EX2, 16-1026-OP1 through 16-1026-OP4, 16-1026-AR1 through 16-1026-AR4, and 16-1026-PR1 through 16-1026-PR13 adopted.

16-1026-EX3

REPORT ON PRINCIPAL CONTRACTS (NEW)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

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

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

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

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Patricia Brekke	Interim Principal Back of Yards	Contract Principal Back of Yards Network: 8 P.N. 488233 Commencing: 9/1/16 Ending: 8/31/20
Rhonda Butler	Interim Principal Black	Contract Principal Black Network: 12 P.N. 299917 Commencing: 8/1/16 Ending: 7/31/20
Kelly Dean	ISL Network 3 Office	Contract Principal Spencer Network: 3 P.N. 117132 Commencing: 8/8/16 Ending: 8/7/20

Sherisse Freerney	Assistant Principal Kellman	Contract Principal Kellman Network: 5 P.N. 141538 Commencing: 9/2/16 Ending: 9/1/20
Kevin Gallick	Contract Principal Washington H.S.	Contract Principal Washington H.S. Network: 13 P.N. 479003 Commencing: 7/29/16 Ending: 7/28/20
Wayne Issa	Interim Principal Sayre	Contract Principal Foreman Network: 3 P.N. 118379 Commencing: 8/8/16 Ending: 8/7/20
Shannae Jackson	Interim Principal Brooks H.S.	Contract Principal Brooks H.S. Network: 13 P.N. 125933 Commencing: 8/3/16 Ending: 8/2/20
Mary Beth Padezanin	Assistant Principal Claremont	Contract Principal Claremont Network: 10 P.N. 131014 Commencing: 8/16/16 Ending: 8/15/20
Armando Rodriguez	Interim Principal Goode	Contract Principal Goode Network: 10 P.N. 471786 Commencing: 7/25/16 Ending: 7/24/20
Brian Tennison	Assistant Principal Taft H.S.	Contract Principal Lane H.S. Network: 4 P.N. 119995 Commencing: 8/22/16 Ending: 8/21/20
Paulette Williams	Interim Principal Colemon	Contract Principal Network: 13 P.N. 127648 Commencing: 8/2/16 Ending: 8/1/20

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

AFFIRMATIVE ACTION STATUS: None.

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

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2016-2017 school budget.

16-1026-EX4

REPORT ON PRINCIPAL CONTRACTS (RENEWAL)**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

Accept and file copies of the contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #09-0722-EX5 and #14-0624-EX12.

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

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contract and terminates on the date specified in the contract.

NAME	FROM	TO
Scott Ahlman	Contract Principal Hibbard	Contract Principal Hibbard Network: 1 P.N. 117631 Commencing: 7/1/17 Ending: 6/30/21
Dawn Caetta	Contract Principal Kinzie	Contract Principal Kinzie Network: ISP Commencing: 7/1/17 Ending: 6/30/21
Patrick MacMahon	Contract Principal Barnard	Contract Principal Barnard Network: 10 P.N. 17400 Commencing: 2/8/17 Ending: 2/7/21
Patricia Davis McCann	Contract Principal Mays	Contract Principal Mays Network: 11 P.N. 121053 Commencing: 7/1/17 Ending: 6/30/21
Antonio Ross	Contract Principal Hyde Park H.S.	Contract Principal Hyde Park H.S. Network: 9 P.N. 113065 Commencing: 7/1/17 Ending: 6/30/21

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

AFFIRMATIVE ACTION STATUS: None.

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

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2016-2017 school budgets.

16-1026-AR5

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. **Extend the rescission date of October 26, 2016 for the following Board Reports to December 7, 2016, because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:**
 1. 11-0928-OP1: Reaffirm Board Report 11-0727-OP4: Authorize Entering into a Lease Agreement with the Chicago Park District for Gately Stadium.
User Group: Office of Real Estate
Services: Lease Agreement
Status: In negotiations
 2. 11-1214-OP1: Amend Board Report 10-1215-OP1: Amend Board Report 10-0825-OP1: Approve Entering into an Intergovernmental Agreement to Exchange Land, an Amendment to the Lease Between the Public Building Commission and the Board, a Shared Use and Temporary License Agreement with the Chicago Park District Each in Connection with an Addition to the Edgebrook School.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
 3. 15-0527-OP2: Approve Renewal Lease Agreement with Academy for Global Citizenship Charter School for the Hearst Annex School Building at 4941 W. 46th Street.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
 4. 15-0527-OP4: Approve Renewal Lease Agreement with Legacy Charter School for the Mason School Building at 4217 West 18th Street.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
 5. 15-0527-OP5: Approve Renewal Lease Agreement with Northwestern University Settlement Association for the Use of The Lozano School Building at 1424 North Cleaver Street.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
 6. 15-0527-OP6: Approve Renewal Lease Agreement with Urban Prep Academies Inc. for the Doolittle West School Building, 521 East 35th Street, and A Portion of the Doolittle East Building, 535 East 35th Street.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
 7. 15-0527-OP7: Approve Renewal Lease Agreement with Urban Prep Academies Inc. for the Medill School Building, 1326 West 14th Place.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
 8. 15-0527-OP8: Approve Renewal Lease Agreement with Urban Prep Academies Inc. for the Englewood School Building, 6201 South Stewart Avenue.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
 9. 15-1118-PR5: Amend Board Report 14-0326-PR13: Authorize The Final Renewal Agreement with Oracle America, Inc. to Provide Talent Acquisition and On-Boarding Implementation Services.
Services: On-Boarding Implementation Services
User Group: Information & Technology Services
Status: In negotiations
 10. 16-0127-PR14: Authorize the Third Renewal Agreement with Recall Total Information Management, Inc. for Offsite Record Storage Services.
Services: Offsite Record Storage Services
User Group: Law Department
Status: In negotiations

11. 16-0323-PR5: Authorize the First Renewal Agreement with Constellation Newenergy, Inc. for The Supply of Electricity.
Services: Supply of Electricity
User Group: Facility Operations & Maintenance
Status: In negotiations
12. 16-0323-PR8: Authorize the Second Renewal Agreement with Constellation Energy Services – Natural Gas, LLC to Supply Natural Gas.
Services: Supply Natural Gas
User Group: Facility Operations & Maintenance
Status: In negotiations
13. 16-0323-PR13: Authorize New Agreements with Various Vendors for Teacher Referral and Support Services.
Services: Teacher Referral and Support
User Group: Talent Office
Status: 2 of 3 agreements have been fully executed; the remainder is in negotiations
14. 16-0427-EX6: Authorize Renewal of the LEARN Charter School Agreement with Conditions.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
15. 16-0427-EX7: Authorize Renewal Agreement with Banner Learning Corp, - Chicago with Conditions for Alternative Learning Opportunities Program Services.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
16. 16-0427-EX9: Amend Board Report 15-0527-EX27: Amend Board Report 14-0723-EX4: Amend Board Report 14-0528-EX16; Amend Board Report 13-0724-EX3: Amend Board Report 13-0522-EX3: Approve Entering into Agreements with Various Providers for Alternative Learning Opportunities Program Services.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
17. 16-0427-EX11: Amend Board Report 15-0527-EX17; Amend Board Report 14-0528-EX5: Amend Board Report 13-0424-EX14: Amend Board Report 13-0227-EX10: Approve the Renewal of the Charter School Agreement with UNO Charter School.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
18. 16-0427-EX12: Amend Board Report 15-0527-EX11: Authorize Renewal of the Rowe Elementary Charter School Agreement.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
19. 16-0427-EX10: Amend and Ratify Board Report 15-1216-EX2: Amend Board Report 15-0527-EX22: Amend Board Report 14-1022-EX4: Amend Board Report 12-0328-EX11: Approve the Renewal of the Charter School Agreement with Chicago Charter School Foundation (Chicago International Charter School.)
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
20. 16-0427-EX13: Amend Board Report 14-0528-EX11: Amend Board Report 14-0226-EX11: Approve the Renewal of the School Management and Performance Agreement with Chicago High School for the Arts, and Illinois Not-For-Profit Corporation.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
21. 16-0427-EX14: Amend Board Report 15-1028-EX7: Amend Board Report 15-0624-EX7: Amend Board Report 14-0423-EX9: Amend Board Report 14-0226-EX9: Approve the Renewal of the Charter School Agreement with Noble Network of Charter Schools.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations

22. 16-0427-EX15: Amend Board Report 14-0528-EX6: Amend Board Report 13-0522-EX102: Amend Board Report 11-0223-EX2: Approve the Granting of a Charter and Entering into a Charter School Agreement with the Montessori Network, Inc., an Illinois Not For Profit Corporation.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
23. 16-0427-EX18: Amend Board Report 15-0527-EX28: Amend Board Report 14-0924-EX3: Amend Board Report 14-0528-EX14: Authorize the Establishment of Excel Academy and Woodlawn (Now Known as Excel Academy of South Shore) and Entering into a School Management and Performance Agreement with Camelot Alt Ed-Illinois, LLC, an Illinois Liability Company
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
24. 16-0427-EX19: Amend Board Report 15-0527-EX12: Authorize Renewal of the Legacy Charter School Agreement.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
25. 16-0427-EX20: Amend Board Report 15-0527-EX18: Amend Board Report 12-0328-EX12: Approve the Renewal of the Charter School Agreement with Perspectives Charter School.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
26. 16-0427-EX21: Amend Board Report 15-0929-EX5: Amend Board Report 15-0527-EX24: Authorize Renewal of the Youth Connection Charter School Agreement.
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
27. 16-0427-EX22: Amend Board Report 15-1028-EX6: Amend Board Report 15-0624-EX6: Amend Board Report 14-0122-EX7: Amend Board Report 13-0522-EX104: Amend Board Report 13-0424-EX7: Amend Board Report 12-0328-EX9: Amend Board Report 12-0125-EX3: Approve the Renewal of the Charter School Agreement with Academy of Communications and Technology Charter School/KIPP Chicago Schools (KIPP Chicago Charter Schools).
Services: Charter School
User Group: Office of Innovation and Incubation
Status: In negotiations
28. 16-0525-OP1: Renew Lease Agreement with Messiah Lutheran Church and School for Space at 6200 W. Patterson Ave. for Smyser Elementary.
Services: Lease Agreement
User Group: Office of Real Estate
Status: In negotiations
29. 16-0525-OP3: Renew License Agreement with the Boys & Girls Club for Space at 2950 W. 25th St. for Spry Community Links High School.
Services: License Agreement
User Group: Office of Real Estate
Status: In negotiations
30. 16-0525-PR2: Authorize the First Renewal Agreements with Vendors to Provide Supplemental In-School Arts Education Services.
Services: In-School Arts Education Services
User Group: Teaching and Learning Office
Status: 36 of 58 agreements have been executed; the remaining agreements are in negotiations.
31. 16-0525-PR3: Authorize the Final Renewal Agreement with the College Board for Advanced Placement Exam Services.
Services: Advanced Placement Exam Services
User Group: Teaching and Learning Office
Status: In negotiations
32. 16-0525-PR4: Authorize the Extension of the Agreement with Northwest Evaluation Association for Adaptive Growth Assessment,
Services: Adaptive Growth Assessment
User Group: Teaching and Learning Office
Status: In negotiations

33. 16-0525-PR5: Authorize A New Agreement with Amplify Education Inc. and Northwest Evaluation Association for the Purchase of an Early Grades Assessment System.
Services: Early Grades Assessment System
User Group: Teaching and Learning Office
Status: In negotiations
34. 16-0525-PR11: Authorize the Second Renewal Agreement with True North Logic to Provide Software and Support Services.
Services: Software Products and Support Services
User Group: Information & Technology Services
Status: In negotiations
35. 16-0525-PR12: Authorize the Third Renewal Agreement with Various Vendors for the Purchase of Chromebook Computing Devices.
Services: Purchase of Chromebook Computing Devices
User Group: Information & Technology Services
Status: 1 of 2 agreements have been executed; the remaining agreement is in negotiations
36. 16-0727-OP1: Approve Entering into an Intergovernmental Agreement with the County of Cook for the Lease of the Hanson Park Fieldhouse Site Located at Approximately 5501 W. Fullerton Avenue and Authorize Public Building Commission to Convey Title of the Hanson Park Property to the City of Chicago in Trust for Use of Schools.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
37. 16-0727-PR1: Authorize a New Software License Agreement with Faria Systems for International Baccalaureate Managebac Software.
Services: Software License Agreement
User Group: Teaching and Learning Office
Status: In negotiations
38. 16-0727-PR2: Authorize a New Agreement with Illinois Institute of Technology for Testing Administration.
Services: Testing Administration
User Group: Access and Enrollment
Status: In negotiations
39. 16-0727-PR3: Amend Board Report 15-1028-PR14: Authorize New Agreements with Various Vendors for Integrated Pest Management Services.
Services: Integrated Pest Management
User Group: Facility Operations & Maintenance
Status: In negotiations
40. 16-0727-PR4: Authorize the First Renewal Agreement with Canon Business Process Services, Inc. for Central Office Mail/Receiving Room Management Services.
Services: Central Office Mail/Receiving Room Management
User Group: Facility Operations & Maintenance
Status: In negotiations
41. 16-0727-PR5: Authorize the First Renewal Agreement with CBRE, Inc. for Real Estate Brokerage Services.
Services: Brokerage Services
User Group: Facility Operations & Maintenance
Status: In negotiations
42. 16-0727-PR8: Authorize a New Agreement with Simpexgrinnell, LP for the Fire Alarm Testing and Repair Services.
Services: Fire Alarm Testing and Repair Services
User Group: Facility Operations & Maintenance
Status: In negotiations
43. 16-0727-PR10: Ratify Second Renewal Agreement with Autoclear, LLC for the Purchase of Portable X-Ray Machines and Related Installation, Maintenance and Training Services.
Services: Purchase of Portable X-Ray Machines and Related Installation, Maintenance and Training Services.
User Group: School Safety and Security Office
Status: In negotiations
44. 16-0727-PR13: Authorize New Agreements with Office Depot and CDW-G for the Purchase of Audio Visual and Interactive Whiteboard Equipment.
Services: Purchase of Audio Visual and Interactive Whiteboard Equipment
User Group: Information & Technology Services
Status: In negotiations

45. 16-0727-PR14: Authorize a New Agreement with Payflex Systems USA, Inc. for Cobra Administration Services.
 Services: Cobra Administration Services
 User Group: Talent Office
 Status: In negotiations

II. Extend the rescission date of November 16, 2016 for the following Board Reports to January 25, 2017, because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:

1. 13-0626-OP8: Approve Renewal Lease Agreement With North Lawndale College Preparatory Charter High School for a Portion of Collins High School, 1313 S. Sacramento Drive.
 User Group: Real Estate
 Services: Rental of school facilities
 Status: In negotiations

2. 14-0827-PR23: Authorize a New Agreement with Caremark PCS Health LLC for Pharmacy Benefit Management (PBM) Services
 Services: Pharmacy Benefit Management (PBM) Services
 User Group: Talent Office
 Status: In negotiations

3. 15-0527-EX26: Amend Board Report 14-0528-EX15: Amend Board Report 13-0522-EX2: Approve Entering into an Alternative Safe School Program Agreement with Camelot Alt Ed-Illinois, LLC.
 Services: Charter School
 User Group: Innovation and Incubation
 Status: In negotiations

4. 15-0624-OP1: Approve New Lease Agreement with KIPP Chicago Schools for a Portion of Penn School, 1616 South Avers Avenue.
 Services: Rental of school facilities
 User Group: Real Estate
 Status: In negotiations

5. 15-0624-OP2: Amend Board Report 12-0627-OP2: Approve Renewal of Lease Agreement with Chicago Charter School Foundation (Chicago International Charter School) Chicagoquest for Lease of a Portion of the Truth School.
 Services: Rental of school facilities
 User Group: Real Estate
 Status: In negotiations

6. 15-0624-OP5: Authorize Lease Agreements with the Catholic Bishop of Chicago.
 Services: Rental of Chicago Archdiocese school sites
 User Group: Real Estate
 Status: In negotiations

7. 15-0826-PR12: Authorize New Agreements with Aetna Life Insurance Company and Cannon Cochran Management Services, Inc. for Third Party Claims Administration Services and Life Insurance.
 Services: Claims Administration Services
 User Group: Talent Office
 Status: The agreement with Cannon Cochran Management Services, Inc. has been executed; the remaining agreement is in negotiations.

8. 16-0127-PR4: Authorize Third Renewal Agreement with Aramark Educational Services, LLC d/b/a Aramark Education K-12 for Food Services Management Services.
 Services: Food Services Management Services
 User Group: Nutrition Support Services
 Status: Business terms are being developed; agreement will be drafted after business terms are negotiated.

9. 16-0224-PR2: Authorize the First Renewal Agreement with Various Vendors for the Purchase of Specialized Adapted Equipment, Testing Materials, Maintenance, Training and Warranty Services.
 Services: Purchase of Specialized Adapted Equipment, Testing Materials, Maintenance, Training and Warranty Services
 User Group: Diverse Learner Supports & Services
 Status: 8 of 13 agreements are signed. The remaining agreements are with the respective vendors for signature.

10. 16-0224-PR6: Authorize New Agreements with Various Vendors for General Repair and Preventive Maintenance of Kitchen Equipment and Culinary Labs.
Services: for General Repair and Preventive Maintenance of Kitchen Equipment and Culinary Labs.
User Group: Nutrition Support Services
Status: In negotiations
11. 16-0323-PR2: Authorize New Agreements with Various Vendors for Arts and Cultural Enrichment (Out-of-School), Academic Support (Out-of-School), and Student Health and Wellness (In-School, Out-of-School, Recess) Services.
Services: Recess and Out of School Time Services
User Group: Student Support and Engagement
Status: 9 of 39 agreements are signed. The remaining agreements are with the respective vendors for signature.
12. 16-0323-PR3: Authorize The Final Renewal Agreements with Various Vendors for Social Emotional Learning Services.
Services: Social Emotional Learning Services
User Group: Social Emotional Learning
Status: 43 of 69 agreements are signed. The remaining agreements are with the respective vendors for signature.
13. 16-0427-OP1: Approve Renewal Lease Agreement with Architecture, Construction and Engineering Charter School ("ACE Tech") for the Former Terrell Building at 5410 South State Street.
Services: Charter School Lease
User Group: Real Estate
Status: In negotiations
14. 16-0427-OP2: Approve Renewal Lease Agreement with Lawndale Educational Regional Network ("L.E.A.R.N.") Charter School, Inc. for A Portion of the Thorp School Building at 8914 South Buffalo Avenue.
Services: Charter School Lease
User Group: Real Estate
Status: In negotiations
15. 16-0427-OP3: Approve New Lease Agreement with KIPP Chicago Schools for the Orr School Building at 730 North Pulaski Road.
Services: Charter School Lease
User Group: Real Estate
Status: In negotiations
16. 16-0427-PR1: Amend Board Report 15-0225-PR6: Authorize New Agreements with Various Vendors for College and Career Readiness Services.
Services: College and Career Readiness Services
User Group: College and Career Success Office
Status: In negotiations
17. 16-0427-PR4: Authorize A New Agreement with International Baccalaureate Americas to Provide Professional Development, Student Assessments and Related School Services.
Services: Professional Development, Student Assessments and Related School Services
User Group: Teaching and Learning Office
Status: In negotiations
18. 16-0525-OP2: Approve Renewal of Intergovernmental Agreement with City Colleges for Use of the Building Located at 3400 N. Austin Ave.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations
19. 16-0525-PR2: Authorize the First Renewal Agreements with Vendors to Provide Supplemental In-School Arts Education Services.
Services: Arts Education Services
User Group: Teaching and Learning Office
Status: 35 of 58 are signed. The remainder are in negotiations
20. 16-0622-OP1: Approve Renewal of Lease Agreement with Noble Network of Charter Schools for Lease of a Portion the Truth School and Annex, Located at 1409 and 1443 N. Ogden Ave.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations

21. 16-0622-OP2: Approve New Lease Agreement With the Montessori Network, Inc. for the John's School Building at 6936 S. Hermitage.
Services: Lease Agreement
User Group: Real Estate
Status: In negotiations

22. 16-0622-PR3: Authorize a New Agreement with National Charter Schools Institute for a School Oversight System.
Services: School Oversight System
User Group: Network Support
Status: Business terms are being developed; agreement will be drafted after business terms are negotiated.

23. 16-0622-PR6: Authorize Annual Renewal Agreement with Oracle America, Inc.
Services: Technical Support
User Group: Information & Technology Services
Status: In negotiations

24. 16-0622-PR7: Authorize a New Agreement with Sentinel Technologies, Inc. for Virtual Private Networking Replacement Services.
Services: Virtual Private Networking Replacement Services
User Group: Information & Technologies Services
Status: In negotiations

25. 16-0622-PR8: Authorize a New Agreement with Kerry's Autobody, Inc. for Vehicle Maintenance and Service Services
Services: Vehicle Maintenance and Service
User Group: Student Transportation
Status: In negotiations

26. 16-0727-EX5: Ratify The Renewal of School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at William T. Sherman School of Excellence.
Services: School Turnaround Services
User Group: Chief Network Office
Status: In negotiations

27. 16-0727-PR6: Authorize Second and Final Renewal Agreements for Pre-Qualification Status with Various Contractors to Provide Mechanical, Electrical, and Plumbing (MEP) Engineering Services.
Services: Mechanical, Electrical, and Plumbing (MEP) Engineering Services
User Group: Facility Operations & Maintenance
Status: In negotiations

28. 16-0824-AR1: Authorize Entering into Agreements for Qualified Independent Hearing Officers
Services: Independent Hearing Officers
User Group: Law Department
Status: In negotiations

29. 16-0824-PR1: Authorize A New Agreement with AARP Foundation for School Based Tutoring and Mentoring Services.
Services: Mentoring Services
User Group: Network Support
Status: In negotiations

30. 16-0824-PR2: Authorize New Agreements with Various Vendors for Personalized Learning Professional Development Services.
Services: Personalized Learning Professional Development Services
User Group: Talent Office
Status: In negotiations

31. 16-0824-PR3: Authorize the Final Renewal Agreement with LEAP Innovations for Personalized Learning Research and Development Services
Services: Personalized Learning and Development Services
User Group: Talent Office
Status: In negotiations

32. 16-0824-PR4: Amend Board Report 16-0622-PR1: Amend Board Report 16-0427-PR2: Amend Board Report 15-0624-PR17: Authorize the Pre-Qualification Status of and New Agreements with Various Vendors to Provide Educational Products.
Services: Provide Educational Products
User Group: Teaching and Learning Office
Status: 13 of 19 agreements have been executed; the remaining agreements are in negotiations.

33. 16-0824-PR10: Authorize the First Renewal Agreement with Premier Facility Solutions for Cleanliness Audit Services at Various Schools.
Services: Cleanliness Audit Services
User Group: Facility Operations & Maintenance
Status: In negotiations

34. 16-0824-PR11: Authorize the First Renewal Agreement with T and J Plumbing, Inc. for Backflow Device Maintenance and Testing
Services: Backflow Device Maintenance and Testing
User Group: Facility Operations & Maintenance
Status: In negotiations

35. 16-0824-PR12: Ratify New Agreement with Buzz Sawyer for Consulting Services
Services: Consulting Services
User Group: Finance
Status: In negotiations

III. Extend the rescission date of October 26, 2016 for the following Board Reports to December 31, 2016:

1. 13-0925-PR13: Authorize New Agreement with Health Care Service Corporation d/b/a Blue Cross Blue Shield of Illinois for (PPO) Medical Plan Services.
Services: PPO Medical Plan Services
User Group: Office of Human Capital --
Action: The initial term will expire as of December 31, 2016. Rescind authority in part as to requirement for written agreement; the authorization for payments under the Board Report remains in effect through December 31, 2016.

2. 15-0929-PR7: Authorize a New Agreement with Health Care Service Corporation d/b/a Blue Cross Blue Shield of Illinois for HMO Medical Plan Services.
Services: HMO Medical Plan Services
User Group: Talent Office
Action: This Board Report authorized an agreement for a term commencing January 1, 2016 and ending December 31, 2018. The Board subsequently awarded a global agreement to vendor that encompasses both PPO and HMO services. The new agreements comprising that global award were authorized under Board Report 16-0824-PR13 and will be for a term commencing January 1, 2017 and ending December 31, 2019. As a result, the authority under Board Report 15-0929-PR7 is rescinded in part as to the requirement for a written agreement; authorization for payments under that Board Report remains in effect through December 31, 2016.

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

None.

President Clark thereupon declared Board Reports 16-1026-EX3, 16-1026-EX4, and 16-1026-AR5 accepted.

OMNIBUS

At the Regular Board Meeting held on October 26, 2016 the foregoing motions, reports and other actions set forth from number 16-1026-MO1 through 16-1026-MO3 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Board Member Ward abstained on Board Report 16-1026-PR2.

ADJOURNMENT

President Clark moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Clark thereupon declared the Board Meeting adjourned.

October 26, 2016

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting held on October 26, 2016 held at the CPS Loop Office, 42 W. Madison Street, Garden Level, Board Room, Chicago, Illinois, 60602.

Estela G. Beltran
Secretary

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