



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

**Regular Meeting-Wednesday, September 28, 2011
10:30 A.M.
(125 South Clark Street)**

Published by the Authority of the Chicago Board of Education

**David J. Vitale
President**

**Estela G. Beltran
Secretary**

ATTEST:


Secretary of the Board of Education
of the City of Chicago

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

PRESENT: Mr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and
President Vitale – 7

ABSENT: None

ALSO PRESENT: Jean Claude Brizard, Chief Executive Officer, Ms. Noemi Donoso, Chief
Education Officer, and Mr. Patrick J. Rocks, General Counsel.

Mr. Jean Claude Brizard, Chief Executive Officer, Ms. Noemi Donoso, Chief Education
Officer, and Ms. Jennifer Cheatham, Chief Instructional Officer, gave presentations on the Chief
Education Officer's Re-Design, Longer School Day, and Curriculum Alignment with Common Core
State Standards.

Ms. Melanie Shaker, Interim Chief Financial Officer, gave a presentation on the
Amendment to the Procurement Card Policy [11-0928-PO1]. Mr. Patrick J. Rocks, General Counsel,
gave a presentation on Policies Impacted by the Requirements of Public Act 97-0474 in Board
Report 90-0919-PO1, 05-1221-PO1 and 07-0523-PO2 [11-0928-PO2], and the Board Report on the
Implementation of Public Act 97-0474 (Senate Bill 630) [11-0928-RS3].

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

Dr. Hines presented the following Motion:

11-0928-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; and
- (6) pending litigation and litigation which is probable or imminent involving the Board pursuant to
Section 2(c)(11) of the Open Meetings Act.

Mr. Sierra moved to adopt Motion 11-0928-MO1.

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

Yeas: Mr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 7

Nays: None

President Vitale thereupon declared Motion 11-0928-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 September 28, 2011, beginning at 1:22 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6th Floor, and Chicago Illinois 60603.
- (2) PRESENT: Mr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 7
- (3) ABSENT: None
 - A. Other Reports
 - B. Warning Resolutions
 - C. Terminations
 - D. Personnel
 - E. Collective Bargaining
 - F. Real Estate
 - G. Security

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Mr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 7

Members absent after Closed Session: None

11-0928-AR3

**AUTHORIZE RETENTION OF THE LAW OFFICE
OF SABRINA L. HAAKE**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize retention of The Law Office of Sabrina L. Haake

DESCRIPTION: Authorize retention of The Law Office of Sabrina L. Haake. The firm will provide legal advice to the Board relating to litigation matters including *Jacobson et al. v. Board of Education*, 94L5360 and other matters. Authorization is requested for the firm's services in the amount of \$90,000. 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 \$90,000.00 to Law Department - Professional Services:
Budget Classification Fiscal Year 2012..... 10455-115-54125-231101-000000

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 member during the one year period following expiration or other termination of their terms of office.

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

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

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

President Vitale thereupon declared Board Report 11-0928-AR3 accepted.

11-0928-AR4

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
NATALIA PAPCIAK – 06 WC 55658**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Natalia Papciak Case No. 06 WC 55658 and subject to the approval of the Illinois Commission, in the amount of **\$54,557.36**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2012..... **\$54,557.36**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

11-0928-AR5

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
ROBERT RATH – CASE NOS. 06 WC 13301 and 08 WC 23855**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Robert Rath Case Nos. 06 WC 13301 and 08 WC 23855 and subject to the approval of the Illinois Commission, in the amount of **\$117,089.93**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2012 \$117,089 93

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

11-0928-AR6

**PERSONAL INJURY - AUTHORIZE PAYMENT OF SETTLEMENT FOR
MIGUEL RIVERA - CASE NO. 08 L 006473**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the personal injury suit of Miguel Rivera v Board of Education City of Chicago and Chicago Park District, Case No. 08 L 006473 for **\$90,000.00**.

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 #12470-210-54530-231112-000000 \$90,000 00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

11-0928-AR7

**PERSONAL INJURY - AUTHORIZE PAYMENT OF SETTLEMENT FOR
REGINA THURSTON, MOTHER OF JASON THURSTON, A DISABLED PERSON
CASE NO. 09 L 009773**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the personal injury suit of Regina Thurston, mother of Jason Thurston, a disabled person vs. Chicago Board of Education, Case No. 09 L 009773 for **\$150,000.00**

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 #12470-210-54530-231112-000000
\$150,000.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

11-0928-AR8

**APPROVE PAYMENT OF JUDGMENT IN BOARD OF EDUCATION OF THE CITY OF CHICAGO v.
NAOMI WALKER AND SETTLEMENT OF CLAIM OF ATTORNEYS' FEE (CASE NO. 09 C 6571)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING JUDGMENT and SETTLEMENT:

DESCRIPTION: Pursuant to the judgment entered by Judge Castillo dated July 25, 2011 in Case No. 09 C 6571, Board of Education of the City of Chicago v. Naomi Walker et al., in which Walker claimed attorneys' fees in connection with a due process complaint under the Individuals with Disabilities Education Act, as well as fees for litigating the appeal, the Board is ordered to pay Walker's attorney \$84,227.95 plus prejudgment interest, for a total amount of \$88,543.45.

Law Department attorneys have reached a settlement of the attorneys' fees for litigating the motion for attorneys' fees in the amount of \$3,262.50.

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

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

FINANCIAL: Charge \$91,805.95 to Law Department
Budget Classification Fiscal Year 2012..... 12470-115-54530-231122-000000

AUTHORIZATION: Authorize the General Counsel to execute the Judgment Order, 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.

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

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

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

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

Yeas: Mr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Pritzker, Mr. Sierra, Ms. Zopp, and President Vitale – 7

Nays: None

President Vitale thereupon declared Board Reports 11-0928-AR4 through 11-0928-AR8 adopted.

11-0928-EX7

**APPOINT CHIEF OF STAFF TO THE CHIEF EDUCATION OFFICER
(Todd Connor)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Appoint Todd Connor to the position of Chief of Staff to the Chief Education Officer September 26, 2011

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Todd Connor	New Employee	Functional Title: Officer External Title: Chief of Staff to the Chief Education Officer Position No.: TBD Base Salary: \$145,000 Pay Band: A09 Budget Classification:

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

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

11-0928-EX8

**TRANSFER AND APPOINT OFFICER FOR PATHWAYS TO COLLEGE AND CAREER
(Akeshia Craven)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Akeshia Craven to the position of Officer for Pathways to College and Career effective September 5, 2011:

DESCRIPTION:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Akeshia Craven	External Title: Chief Area Officer Functional Title: Officer Position No.: 401013 Base Salary: \$151,131.43 Pay Band: A09	External Title: Officer for Pathways to College and Career Functional Title: Officer Position No.: TBD Base Salary: \$151,131.43 (0% Increase) Pay Band: A09 Budget Classification: TBD

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

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

11-0928-EX9

**TRANSFER AND APPOINT CHIEF OF SCHOOLS FOR THE SOUTHWEST HIGH SCHOOL NETWORK
(Elizabeth Kirby)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Elizabeth Kirby to the position of Chief of High Schools for the Southwest High School Network effective October 31, 2011:

DESCRIPTION:

NAME	FROM	TO
Elizabeth Kirby	External Title: Principal Functional Title: n/a Position No.: 133533 Base Salary: \$143,504.21 Pay Band: A70	External Title: Chief of High Schools Functional Title: Officer Position No.: TBD Base Salary: \$151,131.43 (5.3% Increase) Pay Band: A09 Budget Classification: TBD

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

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

President Vitale indicated that if there were no objections, Board Reports 11-0928-EX7 through 11-0928-EX9 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 11-0928-EX7 through 11-0928-EX9 adopted.

11-0928-EX10

**WARNING RESOLUTION - NHATHONG AN
TENURED TEACHER, ASSIGNED TO ORR ACADEMY HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

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

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline Policy (Board Report No. 04-0728-PO1), a Warning Resolution be adopted and issued to tenured teacher, Nhathong An, 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 Nhathong An, 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.

11-0928-EX11

**WARNING RESOLUTION - CAROL D'ANDRADE
TENURED TEACHER, ASSIGNED TO ROBESON HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education adopt a Warning Resolution for Carol D'Andrade and that a copy of the Board Report and Warning Resolution be served upon Carol D'Andrade.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline Policy (Board Report No. 04-0728-PO1), a Warning Resolution be adopted and issued to tenured teacher, Carol D'Andrade, 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 Carol D'Andrade, 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.

11-0928-EX12

**WARNING RESOLUTION – DANYEL FITZGERALD DONAHUE,
TENURED TEACHER, MAYO 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 Danyel Fitzgerald Donahue and that a copy of this Board Report and Warning Resolution be served upon Danyel Fitzgerald Donahue

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Danyel Fitzgerald Donahue, 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 Danyel Fitzgerald Donahue, 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.

11-0928-EX13

**WARNING RESOLUTION – CRYSTAL GILES,
TENURED TEACHER, CHICAGO MILITARY 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 Crystal Giles and that a copy of this Board Report and Warning Resolution be served upon Crystal Giles.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Crystal Giles, 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 Crystal Giles, 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.

11-0928-EX14

**WARNING RESOLUTION – CONSTANCE HEIMANN
TEACHER, ASSIGNED TO LARA ACADEMY**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline Policy (Board Report No. 04-0728-PO1), a Warning Resolution be adopted and issued to tenured teacher, Constance Heimann, 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 Constance Heimann, 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.

11-0928-EX15

**WARNING RESOLUTION – SUSAN JASUTIS
TENURED TEACHER – WILLIAM T. SHERMAN 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 Susan Jasutis and that a copy of this Board Report and Warning Resolution be served upon Susan Jasutis.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No. 04-0728-PO1, a Warning Resolution be adopted and issued to Susan Jasutis, 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 Susan Jasutis 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 Susan Jasutis.

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.

11-0928-EX16

**WARNING RESOLUTION – CAROL KENDRICK,
TENURED TEACHER, JAMES WELDON JOHNSON 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 Carol Kendrick and that a copy of this Board Report and Warning Resolution be served upon Carol Kendrick.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Carol Kendrick, 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 Carol Kendrick, 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.

11-0928-EX17

**WARNING RESOLUTION – NATALIE MAZUREK
TENURED TEACHER – BRIAN PICCOLO SPECIALTY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

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

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Natalie Mazurek 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.

11-0928-EX18

**WARNING RESOLUTION – ERIC STUMMER,
TENURED TEACHER, STEINMETZ 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 Eric Stummer and that a copy of this Board Report and Warning Resolution be served upon Eric Stummer.

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

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

11-0928-EX19

**WARNING RESOLUTION – ALONZO WALKER
TENURED TEACHER - CONSUELLA B. YORK ALTERNATIVE 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 Alonzo Walker and that a copy of this Board Report and Warning Resolution be served upon Alonzo Walker.

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

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Alonzo Walker 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 Alonzo Walker.

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.

11-0928-EX20

**WARNING RESOLUTION – GERRI WILLIAMS
TENURED TEACHER, ASSIGNED TO MILTON BRUNSON MATH & SCIENCE SPECIALTY
SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report No 04-0728-PO1, a Warning Resolution be adopted and issued to Gerri Williams, 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 Gerri Williams, 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.

11-0928-EX21

**WARNING RESOLUTION – HILLERY TAYLOR - YOUNG
TENURED TEACHER, DOUGLASS HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Hillery Taylor-Young and that a copy of this Board Report and Warning Resolution be served upon Hillery Taylor-Young.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and the Employee Discipline and Due Process Policy, Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Hillery Taylor-Young, 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 Hillery Taylor-Young pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

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

AFFIRMATIVE ACTION REVIEW: None.

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

PERSONNEL IMPLICATIONS: None.

President Vitale indicated that if there were no objections, Board Reports 11-0928-EX10 through 11-0928-EX21 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 11-0928-EX10 through 11-0928-EX21 adopted.

11-0928-RS11

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE DISMISSAL OF CYNTHIA HERN, TENURED TEACHER,
ASSIGNED TO ROBERTO CLEMENTE COMMUNITY ACADEMY HIGH SCHOOL**

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

WHEREAS, after the conclusion of the dismissal hearing that was afforded to Cynthia Hern, the Hearing Officer made written findings of fact and conclusions of law, and recommended the dismissal of Cynthia Hern; 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 Alexander regarding the dismissal charges preferred against Cynthia Hern; 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 Alexander's recommendation, and

WHEREAS, the Board of Education of the City of Chicago finds that the facts found by the Hearing Officer constitute cause and grounds dismissal of Cynthia Hern;

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

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

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

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

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on September 28, 2011.

11-0928-RS12

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING
THE DISMISSAL OF ALVARO RIVERO, TENURED TEACHER,
ASSIGNED TO GEORGE WASHINGTON HIGH SCHOOL**

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

WHEREAS, after the conclusion of the dismissal hearing that was afforded to Alvaro Rivero, the Hearing Officer made written findings of fact and conclusions of law, and recommended the dismissal of Alvaro Rivero; and

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

WHEREAS, the Board of Education of the City of Chicago finds that the facts found by the Hearing Officer constitute cause and grounds dismissal of Alvaro Rivero.

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 memorandum of law submitted by the Petitioner and the Respondent, the Board of Education of the City of Chicago accepts the Hearing Officer's findings of fact and legal conclusions, with the exceptions noted in the Appendix to this Resolution.

Section 2: Alvaro Rivero is hereby dismissed from his employment with the Board of Education of the City of Chicago.

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

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on September 28, 2011.

11-0928-RS13

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE DISMISSAL OF KATHRYN TOREN, TENURED TEACHER,
ASSIGNED TO JOHN HAY ELEMENTARY SCHOOL**

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

WHEREAS, after the conclusion of the dismissal hearing that was afforded to Kathryn Toren, the Hearing Officer made written findings of fact and conclusions of law, and recommended the dismissal of Kathryn Toren; 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 Cohen regarding the dismissal charges preferred against Kathryn Toren; 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 finds that the facts found by the Hearing Officer constitute cause and grounds dismissal of Kathryn Toren,

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

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

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

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

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on September 28, 2011.

11-0928-RS14

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

WHEREAS, on September 13, 2011 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Policy 04-0728-PO1:

Name	School	Effective Date
Albert Allen	Julius Rosenwald Br - Carroll	September 28, 2011
Patricia Eskridge	Ronald H Brown Community Academy	September 28, 2011
Anthony Myers	Haines Elementary School	September 28, 2011
Joanne Regan	Julius Rosenwald Br - Carroll	September 28, 2011
Thurman Roberson	School of Entrepreneurship High School	September 28, 2011

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

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

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

NOW, THEREFORE, BE IT RESOLVED

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

11-0928-RS15

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

WHEREAS, on September 14, 2011, 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 4-7b 2(b) and 105 ILCS 5/34-84:

<u>Name</u>	<u>School</u>	<u>Effective Date</u>
Donald Bibly	Chicago Academy High School	September 28, 2011
Miisha Drummond	George W Curtis School	September 28, 2011
Doretha Miller	Julia C Lathrop School	September 28, 2011
Virgilio Santos	North Grand High School	September 28, 2011

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 4-7b.2(b) 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 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 September 14, 2011, the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. His recommendation included the names of the Teachers affected and the reasons. He also noted that the Teachers affected will be notified of the dismissal after adoption of the resolution.

11-0928-RS16

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

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

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

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

WHEREAS, the Board, pursuant to the above articulated powers, promulgated its Policy Regarding Reassignment and Layoff of Regularly Appointed and Certified Teachers ("Reassignment Policy") on July 23, 1997 and amended from time to time thereafter, including in Board Report 07-1219-PO1; and

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

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

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

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

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

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

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

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

ATTACHMENT A

REASSIGNED TEACHERS SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Joseph	Jackson	September 30, 2011
June	Jones	October 5, 2011
Jacqueline	Branson-Johnson	October 6, 2011
Matthew	Johnson	October 6, 2011
Marjorie	McCullough	October 6, 2011
Aldrienna	Joiner	October 13, 2011
Gloria	Kasey	October 13, 2011

President Vitale indicated that if there were no objections, Board Reports 11-0928-RS11 through 11-0928-RS16 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 11-0928-RS11 through 11-0928-RS16 adopted.

11-0928-RS17

AMEND BOARD REPORT 11-0824-RS12**AMEND BOARD REPORT 09-0923-RS13**

RESOLUTION AUTHORIZING THE CONVEYANCE OF LAND, THE ACCEPTANCE OF AN EASEMENT REGARDING THE DEVELOPMENT OF THE LAND ADJACENT TO AND UPON THE DONOGHUE SCHOOL, A SHARED PARKING LOT EASEMENT AGREEMENT AND TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHICAGO TO RECEIVE FUNDING FOR IMPROVEMENTS TO THE DONOGHUE SCHOOL

WHEREAS, the Board of Education of the City of Chicago (the "Board") desires to cooperate with the City of Chicago (the "City") and a private development team consisting of Granite Development and The Community Builders (collectively, the "Developer"), in the development of the land adjacent to and upon the Donoghue School (the "School"), such development resulting in ownership and improvements as detailed herein; and

WHEREAS, The Developer proposes to develop the land adjacent to the School with a medical building and 48 housing units (the "Project"), and in so doing, various transfers of property ownership must occur and certain consents regarding zoning and other legal matters pertinent to such Project will be required, and

WHEREAS, pursuant to the Local Government Property Transfer Tax Act (50 ILCS 605/2), the Board shall transfer certain property (the "Property") consisting of approximately 10,199 square feet (as more fully described on Exhibit A attached hereto) to the City subject to the City's prior passage of an ordinance declaring that it is necessary or convenient for the City to acquire such property for a public use and the City and/or Developer shall grant to the Board an easement for ingress and egress (as more fully described in Exhibit B attached hereto) to a newly constructed shared parking lot to be constructed by the Developer on Donoghue School Property at no cost to the Board; and

WHEREAS, at no cost to the Board, the Board shall receive an easement from the City, and/or Developer, which easement shall provide the Board with ingress and egress to the shared parking lot to be used by the Board to provide additional parking for the School staff and by the occupants in the Project, and the Board shall also receive from the Developer and the City \$350,000 for improvements to be made to Donoghue School after payment of the \$350,000; and

WHEREAS, the \$350,000 for the Shared Parking Lot Easement shall be paid to the Board as follows \$150,000 from the Developer upon the transfer of the deed to the City for the Property described on Exhibit A attached hereto and \$200,000 from the City pursuant to an Intergovernmental Agreement with the City to be negotiated by the Chief Administrative Officer or Chief Operating Officer with review and approval by General Counsel; and

WHEREAS, the Board controlled Property involved in this Project is legally held in the name of the PBC for the Board's benefit.

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

1. The preambles of this Resolution are hereby incorporated into this section as if fully set forth herein.
2. It is desirable, useful, advantageous, and in the best interests of the Board to cooperate with the City and the Developer to develop the land adjacent to and upon the School.

3. The Chief Administrative Officer or the Chief Operating Officer, with review and approval of the General Counsel are authorized and directed to negotiate with the City, on behalf of the Board, all agreements and documents in furtherance of this Board Report. The Board hereby authorizes the Chief Administrative Officer to execute such agreements and all documents required for the development of the Project which are, in the opinion of the Chief Administrative Officer and the Chief Operating Officer, in the best interest of the Board, specifically including, but not limited to, the following: (a) the consent to any zoning changes necessary for the Project; (b) the establishment of a permanent easement to allow School staff ingress and egress to a portion of the newly constructed shared parking lot; (c) the transfer of 10,199 square feet of land (legal title held by the PBC) to the City; (d) determining what improvements the School shall receive; (e) negotiating and entering into a construction and Shared Use Agreement for the Shared Parking Lot to be constructed by the Developer on Donoghue School Property; and (f) an Intergovernmental Agreement with the City securing \$200,000 in TIF funding to pay for the improvements to be made to Donoghue School after receipt of said funds.
4. In all instances where necessary and as so directed by the General Counsel, the Board hereby authorizes the PBC to execute any and all documents to effectuate these matters.
5. The General Counsel is authorized to attach any and all legal descriptions for all properties involved in these transactions pursuant to professionally generated title reports and surveys and to negotiate and approve indemnification provisions in the Shared Parking Lot and Access Agreements as may be necessary.
6. The Board hereby approves accepting that certain easement from the City and/or Developer in the name of the PBC for the Board's benefit and use at no cost to the Board.
7. This Resolution is effective immediately upon its adoption

EXHIBIT A

PROPERTY TO BE CONVEYED BY THE PBC TO THE CITY (Subject to final survey and title)

That part of lots 6, 13 and 14, in assessor's division of lots 63, 64 and 65 in Ellis' east addition to Chicago, taken as a tract, in the southeast quarter of section 34 and fractional section 35 township 39 north, range 14 east of the third principal meridian, described as follows: commencing at the point of intersection of the north line of east 38th street, being also the north line of Madden Wells subdivision, with the east line of the 80 foot wide South Cottage Grove Avenue; thence north 69°56'33" east, along the north line of east 38th Street, aforesaid, 169.28 feet to the easterly line of the westerly half of said lot 66 in Ellis' east addition to Chicago, aforesaid; thence north 21°01'32" west, along the last mentioned easterly line, 82.40 feet to the north line of said lot 66; thence north 21°47'27" west, along the easterly line of lots 10, 11 and in assessor's division of lots 63, 64 and 65, aforesaid, 82.21 feet to the southeasterly corner of said lot being also the point of beginning; thence south 69°07'52" west, along the southerly line of said lot 13, a distance of 165.16 feet to the east line of South Cottage Grove Avenue, aforesaid; thence north 19°58'00" west, along the last mentioned east line, 58.35 feet, thence north 69°56'33" east, 337.50 feet to the west line of the 66 foot wide South Ellis Avenue, thence south 22°04'47" east, 3.36 feet to the southeasterly corner of said lot 6; thence south 69°06'12" west, along the southerly line of lot 6, aforesaid, 174.10 feet to the northeast corner of said lot 13; thence south 21°47'27" east, 50.13 feet to the point of beginning, in Cook County, Illinois.

Containing 10,199 square feet or 0.2341 acres, more or less.

EXHIBIT B

EASEMENT TO BE GRANTED TO THE PBC, FOR THE BENEFIT OF THE BOARD, FROM THE CITY (Subject to final survey and title)

That part of lot 66 in Ellis' east addition to Chicago together with that part of lots 6, 7, 13 and 14, in assessor's division of lots 63, 64 and 65 in Ellis' east addition to Chicago, taken as a tract, in the southeast quarter of section 34 and fractional section 35 township 39 north, range 14 east of the third principal meridian, described as follows: commencing at the point of intersection of the north line of east 38th Street, being also the north line of Madden Wells subdivision, with the east line of the 80 foot wide South Cottage Grove Avenue; thence north 69°56'33" east, along the north line of east 38th Street, aforesaid, 260.00 feet, thence north 19°58'00" west, 196.58 Feet to the point of beginning; thence north 69°56'33" east, 78.39 feet to the west line of the 66 foot wide South Ellis Avenue; thence north

22°04'47" west, along the west line of South Ellis Avenue, aforesaid, 20.66 feet to the bend therein, being the southeast corner of said lot 6; thence north 22°04'47" west, along the west line of South Ellis Avenue, aforesaid, 3.36 feet; thence south 69°56'33" west, 337.50 feet to the east line of South Cottage Grove Avenue, aforesaid; thence south 19°58'00" east, 24.00 feet; thence north 69°56'33" east, 260.00 feet to the point of beginning, in Cook County, Illinois.

President Vitale indicated that if there were no objections, Board Report 11-0928-RS17 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 11-0928-RS17 adopted.

11-0928-RS1

**RESOLUTION RE: ROBERT W. RUNCIE
CHIEF OF STAFF TO THE CHICAGO BOARD OF EDUCATION**

WHEREAS, Arne Duncan, former Chief Executive Officer of Chicago Public Schools, appointed Robert Runcie to serve as Chief Information Officer for Chicago Public Schools in 2003;

WHEREAS, Robert Runcie left his role as the president of Advanced Data Concepts, which he founded in 1998, to serve the students and families of the City of Chicago;

WHEREAS, during his tenure as Chief Information Officer, Robert Runcie lead a team of 150 professionals to implement the largest web-based student information system in the country, IMPACT, which gives additional time for instruction, and the Parent Portal which allows parents to monitor their children's academic performance;

WHEREAS, Robert Runcie, also created district-wide programs to allow local schools to increase the student to computer ratio by 200% over three years during his tenure as Chief Information Officer.

WHEREAS, Ron Huberman, former Chief Executive Officer of Chicago Public Schools, appointed Robert Runcie to serve as Chief Administrative Officer for Chicago Public Schools in 2009;

WHEREAS, during his tenure as Chief Administrative Officer, Robert Runcie sought to align operational resources to support strategies for improving student achievement in the district, and to provide leadership to administrative units that served the entire district;

WHEREAS, Robert Runcie also managed community based back-to-school initiatives, the first Safe Haven program which provided a safe and educational environment for students during school breaks, created the Family and Community Engagement unit and initiated the Community Action Council Pilot.

WHEREAS, that vision, which calls for a focus on parental and community engagement has served as a foundation for the new Board of Education and executive team to expand the District's strategy for engagement;

WHEREAS, Terry Mazany, former Interim Chief Executive Officer of Chicago Public Schools, appointed Robert Runcie to serve as Chief Area Instructional Officer for Chicago Public Schools in 2010.

WHEREAS, during his tenure as Chief Area Instructional Officer, Robert Runcie lead faculty, parents and community stakeholders in conversations focused on increasing student achievement, eliminating achievement gaps, ensuring elementary students are high school ready, increasing high school graduation rates, decreasing high school dropout rates and, increasing the number of high school graduates who attend college;

WHEREAS, during his tenure, Robert Runcie continued his ongoing support of strategic use of technology for district-wide business and educational practices;

WHEREAS, Robert Runcie has honorably served the students and families of Chicago;

NOW, THEREFORE, BE IT RESOLVED, that the Chicago Board of Education hereby extends to Robert Runcie the district's gratitude for his contributions to the education, welfare and development of the children of Chicago.

President Vitale thereupon declared Board Report 11-0928-RS1 accepted.

11-0928-RS2

**RESOLUTION TO RECOGNIZE THE NEW CHIEF OF SCHOOLS POSITION IN
BOARD RULES, POLICIES, GUIDELINES AND CONTRACTS**

WHEREAS, the Chicago Public Schools is undergoing restructuring of its organizational units; and

WHEREAS, the Chief Executive Officer has created the Chief of Schools position as a successor classification to the Chief Area Officer position;

WHEREAS, the Chief Area Officer position was the successor classification to the Area Instruction Officer position as specified under Board Resolution 09-0826-RS3;

WHEREAS the Area Instruction Officer position was the successor classification to the Region Education Officer position;

WHEREAS, the Board wishes to ensure that any references to the Chief Area Officer position, the Area Instruction Officer position or the Region Education Officer position in Board Rules, Policies, Resolutions guidelines or contracts are deemed to constitute reference to the Chief of Schools position

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

1. Effective August 1, 2011, any reference to the Chief Area Officer, Area Instruction Officer or Region Education Officer in a Board Rule, Policy, Resolution, guideline or contract is deemed to constitute reference to the Chief of Schools for the applicable school Network.

11-0928-RS3

RESOLUTION ON THE IMPLEMENTATION OF PUBLIC ACT 97-0474

WHEREAS, Senate Bill 630 was enacted into law on August 22, 2011 as Public Act 97-0474 (the "Act");

WHEREAS, the Act requires the Chicago Public Schools (the "District") to undertake various measures related to school actions, capital improvements and facility master planning;

WHEREAS, the Act defines School Action as any (a) school closing, (b) school consolidation, (c) co-location, (d) boundary change that requires reassignment of students, unless the reassignment is to a new school with an attendance boundary and is made to relieve overcrowding, or (e) phase-out.

WHEREAS, the Act requires the Chief Executive Officer to publish draft School Action Guidelines by November 1, 2011 and to permit a 21-day public comment period,

WHEREAS, the Act requires the General Counsel to publish a list of qualified independent hearing officers who may conduct School Action public hearings by November 1, 2011,

WHEREAS, the Act requires the Chief Executive Officer to announce all proposed School Actions to be taken at the close of 2011-2012 school year on or before December 1, 2011,

WHEREAS, the Act requires the District to conduct one public hearing at Central Office and two additional public community meetings for each proposed School Action prior to submitting the School Action to the Board for approval;

WHEREAS, the Act requires the Chief Executive Officer or his designee to establish school transition plans for each approved School Action that identify available student support services, options to enroll in higher performing schools, informational briefings for parents/guardians and, where practicable, transportation;

WHEREAS, the Act requires the District to establish Space Utilization Standards by January 1, 2012 and to publish space utilization reports for each school by December 31 of each year,

WHEREAS, the Act requires the Chief Executive Officer to issue proposed Facility Performance Standards by January 1, 2012. Before issuing final Facility Performance Standards, the Chief Executive Officer shall conduct at least one public hearing on the proposed standards and also submit the proposed standards to local school councils and the Public Building Commission for their review and comment

WHEREAS, the Act requires the Chief Executive Officer or his designee to establish a Capital Needs Review Process by January 1, 2012;

WHEREAS, the Act requires the District to publish on a website a list of the District's owned and leased properties, including, for each property, a list of any pending or planned capital improvement projects and projects completed during the previous two year period and copies of the District's active lease agreements by January 1, 2012;

WHEREAS, the Act requires the Chief Executive Officer to publish a One-Year Capital Improvement Plan and a Five-Year Capital Improvement Plan on or before May 2, 2012, with the final One-Year Capital Improvement Plan adopted by the Board within 45 days after adopting the annual budget;

WHEREAS, the Act requires the Chief Executive Officer to provide the Board, and publish, a Fiscal Year 2012 Capital Expenditure Report on or before September 28, 2012 and an annual Capital Expenditure Report thereafter;

WHEREAS, the Act requires the Chief Executive Officer or his designee to establish a Ten-Year Educational Facility Master Plan which will include community area level plans and individual school master plans on or before July 1, 2013, following a six-month period for review and comment by the District's sister City agencies and each attendance center and charter school; and

WHEREAS, various Board policies are not consistent with the provisions of the Act and should be rescinded or modified.

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

1. Each Officer identified in the Act as having responsibility to take certain actions is directed to take those actions by the dates specified in the Act, or earlier as practicable
2. The Chief Administrative Officer, the Chief Portfolio Officer and the Chief Officer for Community and Family Relations are directed to provide appropriate assistance to the Chief Executive Officer to enable him to take the actions required of him under the Act
3. The Chief Administrative Officer is directed to develop the Space Utilization Standards and the Facility Performance Standards as required by the Act.
4. The Chief Administrative Officer is directed to publish or cause to be published on the District's website a list of the District's owned and leased properties, including, for each property, a list of any pending or planned capital improvement projects and projects completed during the previous two year period and copies of the District's active lease agreements as required by the Act
5. The General Counsel is directed to retain qualified independent hearing officers who may conduct School Action public hearings and shall publish a list of such hearing officers by November 1, 2011.

11-0928-RS4

**AMEND BOARD REPORT 09-1123-RS1
AMEND BOARD REPORT 08-0423-RS20
RESOLUTION**

**REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE
THE DESIGN AND CONSTRUCTION OF SOUTHSORE REPLACEMENT HIGH SCHOOL**

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

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

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

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

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

WHEREAS, the estimated total cost of this Project is anticipated not-to-exceed ~~\$99,607,174~~ \$100,147,174 of which the Board has or will incur approximately \$4,900,553 of Project-related costs directly while the portion of the Project to be undertaken by the PBC is anticipated to be ~~\$94,706,621~~ \$95,246,621.

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

1. The PBC is hereby requested to complete the design of and then to construct a new school called Southshore Replacement High School on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. The Board is in the process of negotiating an IGA with the Chicago Park District regarding the land for the Southshore Replacement High School. The Board has completed the programming for the new school. The PBC is directed to provide any and all site preparation (including enrollment in the Site Remediation Plan, if necessary), to complete architectural design of the school, to bid the Project to its pre-qualified pool of general contractors, to award the Project to the lowest responsible bidder and to oversee construction of the Project

3. This Project is part of the Modern Schools Across Chicago Program, a five-year program funded jointly between the City of Chicago and the Board. Funding for the Project is identified in the IGA between the City of Chicago and the Board and may be combination of City bond proceeds, Board Capital Funds, and PBC Surplus Funds. The Board, in accordance with the terms of the IGA, will transfer to the PBC the funds necessary to complete the Project identified above. The Project will be funded with capital funds generated in Fiscal Year 2009 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost for the Project to be undertaken by the PBC shall not exceed ~~\$94,706,624~~ \$95,246,621. This dollar amount is necessary to cover all project costs, including environmental, site preparation, construction, contingency, architecture fees, and management fees.
4. No cost may be incurred in excess of the level set forth in paragraph 3 above without prior Board approval.
5. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer.
6. This resolution is effective immediately upon its adoption.

11-0928-RS5

**AMEND BOARD REPORT 11-0126-RS6
AMEND BOARD REPORT 10-0428-RS2 RESOLUTION
REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE VARIOUS
CAPITAL PROJECTS**

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

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

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

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

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

WHEREAS, the estimated total cost of the projects is anticipated not-to-exceed ~~\$71,252,466~~ \$72,072,858 of which the Board has or will incur approximately \$3,919,099 of Project-related costs directly while the portion of the Projects to be undertaken by the PBC is anticipated to be ~~\$67,333,367~~ \$68,153,759.

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

1. The PBC is hereby requested to complete the design and installation of the projects listed on Attachment A on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA"). These Projects will be subject to the terms of the forthcoming PBC/Board IGA.
2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital funds generated in Fiscal Year 2010 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost for the Projects to be undertaken by the PBC shall not exceed ~~\$67,333,367~~ \$68,153,759. This dollar amount is necessary to cover all project costs, including environmental, site preparation, construction, contingency, architecture fees and management fees.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.

4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

Attachment A

1. Air Force Academy
 - a. PBC - \$6,500,000
 - b. CPS - \$419,000
2. Burroughs Artificial Turf
 - a. PBC - \$496,650
3. Chicago Arts High School
 - a. PBC - \$7,200,000
 - b. CPS - \$409,000
4. Collins High School Renovation
 - a. PBC - \$9,700,000
 - b. CPS - \$480,000
5. Holmes Elementary School Lunchroom Addition
 - a. PBC - \$2,900,000
 - b. CPS - \$60,000
6. Tilden High School
 - a. PBC - \$30,000,000
 - b. CPS - \$105,000
7. Wellington Elementary School (formerly known as Notre Dame High Schools for Girls)
 - a. PBC - ~~\$10,636,747~~ \$11,357,109
 - b. CPS - \$2,446,099

11-0928-RS6

**RESOLUTION
REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE
VARIOUS FY12 HIGH SCHOOL CAMERA INSTALLATION PROJECTS**

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

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

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

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

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

WHEREAS, the estimated total cost of the project to be undertaken by the PBC is anticipated not-to-exceed \$7,292,143 including planning, design and construction.

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

1. The PBC is hereby requested to complete the design and installation of an Internet Protocol security surveillance camera system at High Schools listed in Attachment A on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated September 16, 2011 (the "IGA").
2. These Projects are not part of the Modern Schools Across Chicago Program. These Projects will be funded with capital and grant funds generated in Fiscal Year 2012. To the extent that other funds become available, the Board reserves the right to supplant with other funding sources. The total cost for the Project to be undertaken by the PBC shall not exceed \$7,292,143. This dollar amount is necessary to cover all project costs, including environmental, site preparation, construction, security risk assessment, architecture fees and management fees. The Board in accordance with the terms of the IGA, will transfer to the PBC the funds necessary to complete the Projects identified herein.

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

Attachment A

The projects listed below are completely funded by the Board.

1. Clemente High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53
2. Senn High School
 - a) Planning, Design, Implementation and Construction - \$500,000.00 (Grant)
3. Juarez High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53
4. Hyde Park High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53
5. Morgan Park High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53
6. Orr High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53
7. Marshall High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53
8. Dunbar High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53
9. Bogan High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53
10. Wells High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53
11. Tilden High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53
12. Julian High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53
13. Farragut High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53
14. Sullivan High School
 - a) Planning, Design, Implementation and Construction - \$522,472.53

11-0928-RS7

**RESOLUTION PROVIDING FOR THE ISSUE OF UNLIMITED TAX
GENERAL OBLIGATION BONDS (DEDICATED REVENUES), SERIES 2011, OF
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$500,000,000
FOR THE PURPOSE OF PAYING PART OF THE COST OF CERTAIN
CAPITAL IMPROVEMENTS IN AND FOR SAID BOARD AND
THE COST OF REFUNDING CERTAIN OUTSTANDING BONDS OF SAID BOARD**

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 "**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 and of refunding certain obligations of or issued on behalf of the Board and in accordance with the provisions of the Local Government Debt Reform Act, as amended, of the State of Illinois (the "**Act**"), the School Board, on July 22, 2009, adopted a resolution (the "**2009 Authorization**") authorizing the issuance of general obligation bonds payable from any and all of the following revenue sources ("**Alternate Bonds**") in an aggregate principal amount not to exceed \$2,300,000,000 (the "**2009 Authorization Bonds**"): (i) not more than \$300,000,000 of the 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, (ii) amounts allocated and paid to the Board from the Personal Property Tax Replacement Fund of the State of Illinois pursuant to Section 12 of the State Revenue Sharing Act of the State of Illinois, as amended, or from such successor or replacement fund or act as may be enacted in the future, (iii) 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 Article 34 of the School Code, (iv) any monies lawfully available to and validly accepted by the Board pursuant to any intergovernmental agreement by and between the School District and the City (including, but not limited to, tax increment financing), (v) school construction project or debt service grants to be paid to the Board pursuant to the School Construction Law of the State of Illinois or such successor or replacement act as may be enacted in the future, (vi) investment returns and earnings from funding obligations or investments of the Board and the investment of any of the foregoing sources, (vii) rental income derived from Board property, and (viii) grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof (collectively, the "**Pledged Revenues**"); and

WHEREAS, pursuant to and in accordance with the Act and the 2009 Authorization, the Board has caused to be published on July 28, 2009 in the *Chicago Sun Times*, a newspaper of general circulation within the School District, a copy of the 2009 Authorization and a notice that the 2009 Authorization Bonds are subject to a "*back-door referendum*" under the Act; and

WHEREAS, no petition asking that the issuance of the 2009 Authorization Bonds be submitted to referendum has ever been filed with the Secretary of the Board and the 2009 Authorization Bonds are authorized to be issued; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, the Board called a public hearing (the "**Hearing**") for August 26, 2009, concerning the intent of the Board to sell up to \$2,300,000,000 of the 2009 Authorization Bonds, 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 *Chicago Sun-Times*, the same being a newspaper of general circulation in the School District, 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 26, 2009 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 26, 2009; and

WHEREAS, the Board has previously issued its: (i) Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2010A, in the original aggregate principal amount of \$48,910,000; (ii) its Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2010B, in the original aggregate principal amount of \$157,055,000; (iii) its Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series 2010C (Taxable Qualified School Construction Bonds - Direct Payment), in the original aggregate principal amount of \$257,125,000, (iv) its Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series 2010D (Taxable Build America Bonds - Direct Payment), in the original aggregate principal amount of \$125,000,000, (v) its Tax-Exempt Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2010F, in the original aggregate principal amount of \$183,750,000; and (vi) its Taxable Unlimited Tax General Obligation Refunding Bonds (Dedicated Revenues), Series 2010G, in the original aggregate principal amount of \$72,915,000 pursuant to the 2009 Authorization (the "**Prior 2009 Authorization Bonds**"), and

WHEREAS, the bonds authorized hereunder together with the Prior 2009 Authorization Bonds will not exceed \$2,300,000,000; and

WHEREAS, the Board desires at this time, pursuant to the 2009 Authorization, to adopt this Resolution providing for the issuance of Alternate Bonds in a principal amount not to exceed \$500,000,000 for the purpose of paying (i) all or a portion of the costs of the Project and of refunding certain obligations of or issued on behalf of the Board, which costs may include the payment of any settlement, breakage or termination amount payable by the Board as the result of the termination, amendment or modification of any interest rate hedge agreement in connection with the refunding, (ii) capitalized interest on such bonds, and (iii) costs of issuance of such 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 to be issued pursuant to this Resolution in accordance with the 2009 Authorization are herein referred to as the "**Bonds**"; and

WHEREAS, the Bonds may be issued from time to time in one or more series (each, a "**Series**"), and

WHEREAS, the Bonds of each such Series will be payable from (i) such of the Pledged Revenues as shall be determined by a Designated Official (as hereinafter defined) at the time of sale of such 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 Pledged Revenues and investment earnings thereon to pay the principal of and interest on the Bonds; 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 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 Pledged Revenues, with the possible exception of the rental income derived from Board property and of certain grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof as described above, constitute a "governmental revenue source" pursuant to the Act; and

WHEREAS, the Board has determined that the Pledged Revenues, together with estimated investment earnings thereon and moneys held in the funds and accounts pursuant to the Indenture, will provide in each year an amount not less than 1.10 times annual debt service on the Bonds to be paid from such governmental revenue sources and 1.25 times annual debt service on the Bonds to be paid from any rental income derived from Board property and from certain grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof that do not constitute a governmental revenue source as described in the prior paragraph, which determination is supported either by the audit of the School District for the most recent fiscal year ending not earlier than 18 months previous to the time of issuance of the Bonds, currently the fiscal year ended June 30, 2010 (the "**Audit**") or is alternatively 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 Revenues to provide the School District with revenues, including without limitation amounts available to the School District in later years and estimated investment earnings thereon and moneys held in the funds and accounts pursuant to the Indenture, in an amount not less than 1.10 times annual debt service on the Bonds to be paid from governmental revenue sources and 1.25 times annual debt service on the Bonds to be paid from rental income derived from Board property or from certain grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof that do not constitute a governmental revenue source, which Audit the Board has heretofore accepted and approved and which Feasibility Report shall be accepted and approved on behalf of the Board by the Chief Financial Officer (as defined herein) prior to the issuance of any Bonds supported by a revenue source not supported by the Audit; 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 Chief Financial Officer including any interim Chief Financial Officer of the Board (the "**Chief Financial Officer**") 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 Chief Financial Officer (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 Chief Financial Officer 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:

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 \$500,000,000 for the purpose of paying (i) all or a portion of the costs of the Project and of refunding certain obligations of or issued on behalf of the Board, (ii) capitalized interest on the Bonds (but only as and to the extent permitted by applicable law), and (iii) costs of issuance of the Bonds, including the cost of bond insurance or other credit enhancement, and the Bonds may be issued from time to time, in one or more Series, in said aggregate principal amount, or such lesser aggregate principal amounts, as may be determined by either the President of the School Board or the Chief Financial Officer (each, a "**Designated Official**") The Bonds of each Series shall be designated "*Unlimited Tax General Obligation [Refunding] Bonds (Dedicated Revenues), Series 2011_,*" with such additions, modifications or revisions as shall be determined to be necessary by either of the Designated Officials at the time of the sale of such Bonds to reflect the year in which such Bonds are issued, 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 either 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 of Alternate Bonds secured by some or all of the Pledged Revenues, 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 the Bonds as described in the notification of sale of such Bonds delivered by a Designated Official pursuant to **Section 4(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 Bonds, the Board hereby pledges the Pledged Revenues 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 each Indenture, to the payment of the Bonds and the Prior 2009 Authorization Bonds and the provision of an additional .10 times annual debt service, in the case of Bonds to be paid from a governmental revenue source or an additional .25 times annual debt service in the case of Bonds to be paid from rental income derived from Board property or from certain grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof that do not constitute a governmental revenue source. The determination of the sufficiency of the Pledged Revenues and estimated investment earnings pursuant to this paragraph (b) is supported by the Audit or the Feasibility Report, as applicable, and acceptance of the Audit by the Board and of the Feasibility Report by the Chief Financial Officer, on behalf of the Board, 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 Revenues to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of each 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) hereof 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 Pledged Revenues and investment earnings as described herein, from the levy of the Pledged Taxes as provided in the Act and as set forth below

(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 (i) as may be necessary to cause such Bonds to be remarketable from time to time at a price equal to their principal amount or (ii) by means of an auction process (collectively, 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 October 1, 2011, 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, 2011, and not later than December 1, 2041.

Any Bonds issued as Current Interest Bonds, Capital Appreciation Bonds or Convertible Bonds shall either bear interest (computed upon the basis of a 360-day year of twelve 30-day months) payable semiannually on each June 1 and December 1, commencing on or after December 1, 2011, or bear interest payable only at the maturity thereof, at a rate or rates not to exceed 9 percent per annum, 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, (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)** hereof. 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 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. Redemption prices are to be expressed as a percentage of the principal amount of such Bonds being redeemed, plus accrued interest to the date of redemption. 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 reach final maturity not later than the date set forth in **Section 2(c)** hereof.

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 shall 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 School Board and attested by the Secretary of the Board by the manual or duly authorized facsimile signature of the Secretary of the Board and prepared in the respective forms as provided in the applicable Indenture.

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 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
2011	\$ 31,000,000
2012	28,000,000
2013	28,000,000
2014	28,000,000
2015	28,000,000
2016	28,000,000
2017	28,000,000
2018	28,000,000
2019	28,000,000
2020	28,000,000
2021	28,000,000
2022	28,000,000
2023	28,000,000
2024	28,000,000
2025	28,000,000
2026	28,000,000
2027	28,000,000
2028	28,000,000
2029	28,000,000
2030	28,000,000
2031	29,000,000
2032	70,000,000
2033	71,000,000
2034	87,000,000
2035	101,000,000
2036	124,000,000
2037	103,000,000
2038	103,000,000
2039	94,000,000
2040	148,000,000

provided, that in connection with the issuance of any 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** 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, 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)** hereof 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 paid by the Purchaser shall not be 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. The Chief Financial Officer is 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 Chief Financial Officer, such approval to be evidenced by such Chief Financial Officer's execution thereof, and 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 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 Indenture, any escrow or similar agreement executed and delivered pursuant to **Section 5** 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, either or both of the 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, and redemption provisions for the Bonds 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 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, together with determinable investment earnings from the investment of moneys held in the funds and accounts pursuant to the Indenture, demonstrating that the Pledged Revenues and said investment earnings and moneys held in the funds and accounts pursuant to the Indenture, are expected to be in an amount sufficient to provide the debt service coverage described in **Section 2(b)** hereof, (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** hereof with respect to the Bonds, (xiii) the identification of any obligations of the Board being refunded with proceeds of the Bonds and the applicable redemption date (if any) of the obligations being refunded, (xiv) if an escrow or other similar agreement is to be executed and delivered as authorized in **Section 5** hereof, 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, 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 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)** 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. 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)** hereof 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)** hereof 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)** hereof, 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 that reflect the refunding of any obligations of the Board.

(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 any 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 (i) all or a portion of the costs of the Project and of refunding certain obligations of or issued on behalf of the Board, (ii) such interest to become due, either on such Series of Bonds or on another Series of

Bonds issued pursuant to this Resolution, 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 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, Credit Providers or remarketing, auction or other agents retained in connection with the issuance of Variable Rate Bonds, 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 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. Except as authorized by Board Rule or other Board action, the capital improvements comprising the Project and the capital improvement program, including, without limitation, the Project, approved by the Board on the date hereof (the "**Program**") shall not be amended or revised, additional capital improvements shall not be added to the Program, and capital improvements shall not be deleted from the Program.

(h) The Chief Financial Officer of the Board 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.

(i) Either of the Designated Officials is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by either of the Designated Officials, the purpose of which is to provide to the Board an interest rate basis, cash flow basis or other basis from that provided in the Bonds for the payment of interest. The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of the Bonds issued hereunder (net of offsetting transactions entered into by the Board). For purposes of the immediately preceding sentence, "offsetting transactions" shall include any transaction which is intended to hedge, modify or otherwise affect another outstanding transaction or its economic results. The offsetting transaction need not be based on the same index or rate option as the related Bonds or the transaction being offset and need not be with the same counterparty as the transaction being offset. Examples of offsetting transactions include, without limitation, a floating-to-fixed rate interest rate swap being offset by a fixed-to-floating rate interest rate swap, and a fixed-to-floating rate interest rate swap being offset by a floating-to-fixed rate interest rate swap or an interest rate cap or floor or a floating-to-floating interest rate swap.

Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency-Single Jurisdiction version or the Multicurrency-Cross Border version of the current ISDA Master Agreement accompanied by the U.S. Municipal Counterparty Schedule published by the International Swap Dealers Association (the "**ISDA**") or any successor form published by the ISDA, and in the appropriate confirmations of transactions governed by that agreement, with such insertions,

completions and modifications thereof as shall be approved by the appropriate Designated Official executing the same, such execution to constitute conclusive evidence of Board's approval of such insertions, completions and modifications thereof. Amounts payable by the Board under any such agreement shall (i) be payable solely and only from the sources actually pledged to the payment of the Bonds as described in Section 2(b) of this Resolution, or (ii) constitute operating expenses of the Board payable from any moneys, revenues, receipts, income, assets or funds of the Board available for such purpose, as shall be determined by the Designated Official executing the same. Nothing contained in this Section 4(i) shall limit or restrict the authority of any officer of the Board to enter into such agreements pursuant to prior or subsequent authorization of the Board. Each of the Designated Officials is hereby authorized to take all actions necessary to terminate, amend or modify all or a portion of any interest rate hedge agreements relating to any Outstanding Bonds to be refunded upon a determination that such termination, amendment or modification is in the best financial interest of the Board. Any resultant termination payment due from the Board may be paid from the proceeds of the sale of the Bonds or any other lawfully available funds of the Board.

(j) Either of the Designated Officials is hereby authorized to determine which obligations, if any, of or issued on behalf of the Board are to be refunded, in whole or in part on any date, at such times and at such prices as shall be determined by a Designated Official as being in the best financial interests of the Board. For the purpose of providing for the refunding of certain obligations of or issued on behalf of the Board, 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 Agreement 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 the Refunding Escrow 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)** 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** 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 directed to file a certified copy of this Resolution with each of the County Collectors within ten (10) days of the passage hereof.

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 Code, and to effectuate the issuance and delivery of the Bonds, including but not limited to the execution and delivery of a Tax Agreement.

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 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.

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.

The President of the School Board is hereby authorized to approve the selection of legal counsel and financial or other professional services providers to be engaged by the Board in connection with the issuance and sale of the Bonds.

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.

11-0928-RS8

**RESOLUTION RE:
APPOINTMENT TO AN APPOINTED LOCAL SCHOOL COUNCIL
TO FILL A VACANCY FOR THE TERM OF OFFICE ENDING JUNE 30, 2012**

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

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

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

WHEREAS, Infinity Math, Science and Technology High School operates with an ALSC.

WHEREAS, the Governance Policy authorizes ALSCs to recommend candidates to fill community representative vacancies;

WHEREAS, pursuant to the Governance Policy, community representative recommendations are to be forwarded to the Network Chiefs and the Chief Executive Officer.

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

WHEREAS, pursuant to the Governance Policy, the Chief Executive Officer has recommended the candidate named below to the Board for its consideration in its exercise of absolute discretion in making an appointment to the Infinity High School ALSC to fill a community representative vacancy for the current term of office, ending June 30, 2012:

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

1. The candidate named below is appointed to serve as a member of the Appointed Local School Council of Infinity High School in the specified category
2. This Resolution is effective immediately upon adoption.

<u>APPOINTEE</u>	<u>REPLACING</u>	<u>CATEGORY</u>
Cristina Alvarez	Loretta Scott	Community Representative

11-0928-RS9

**RESOLUTION RE:
APPOINTMENT OF NON-TEACHING STAFF REPRESENTATIVES
TO ELECTED LOCAL SCHOOL COUNCILS
FOR THE TERM OF OFFICE ENDING JUNE 30, 2012**

WHEREAS, the Illinois School Code, 105 ILCS 5/34-2.1(l), authorizes the Chicago Board of Education to appoint 1 representative of a school's non-teaching staff to each elected Local School Council after considering the preferences of the school's staff as ascertained through a non-binding advisory poll and to exercise absolute discretion in the appointment process; and

WHEREAS, non-binding advisory polls were conducted at each school identified below to ascertain the preferences of the school's staff regarding the appointment of a representative of the non-teaching staff to fill the vacancy on the school's local school council; and

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

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

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

<u>APPOINTEE</u>	<u>POSITION</u>	<u>SCHOOL</u>
Iane Jennings	Sp. Ed. Classroom Assistant	Harte Elementary
Gloria Higgins	Teacher Assistant	Hearst Elementary

11-0928-RS10

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

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

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

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

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

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

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

<u>APPOINTEE</u>	<u>REPLACING</u>	<u>SCHOOL</u>
Monique Vaughn	Veronica Robinson	Cuffe Elementary
Margeaux McReynolds	Cheryll Weh	Cuffe Elementary
Susan O'Neill	Kymia Jones	Hearst Elementary
Cynthia Mosley	Anna Giles-Woodfox	Lawrence Elementary

11-0928-PO1

**AMEND BOARD REPORT 10-0324-PO2
ADOPT A NEW PROCUREMENT CARD POLICY**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education ("the Board") amend Board Report 10-0324-PO2, Procurement Card Policy.

PURPOSE: This policy establishes requirements applicable to all Board members, officers, employees and all other persons to whom procurement cards are issued. The policy requires the uniform use and management of purchases made using procurement cards, identify controls and limitations for such purchases and establish that personnel actions may be taken in response to fraudulent, personal, or otherwise inappropriate use of the cards. The September 2011 amendments are intended to align this policy with the policy adopted by the City of Chicago by eliminating school and network procurement cards and significantly reducing Central Office cards.

POLICY TEXT:

I. Procurement Card Purchases

Where as expenditures for goods and services are normally made using purchase orders or employee expense reimbursements, procurement card purchasing functions were established to allow Board members and approved CPS personnel to use a Point of Sale charge card for small transactions, emergency purchases and travel and recruitment related expenses that do not go through the I-Procurement process. In addition to accommodating emergency purchases the procurement process provides reduced transaction costs to the CPS and expedited payments to vendors in that, similar to a personal credit card, once the merchant reconciles the transaction with the bank the merchant will be paid.

II. Use of Procurement Cards

Purchase of goods and services using CPS-issued individual procurement cards shall be made and conducted in compliance with the following limitations and controls:

1. Consistent with the recommendations made by the City of Chicago, no procurement cards will be available at the network or school level. No more than a total of five (5) procurement cards will be

~~authorized for use district-wide. Two individual procurement cards will be issued per school—one to the principal (or designee) and one to the engineer. One additional procurement card may be issued to the principal's designee when authorized by the Chief Financial Officer or designee.~~

2. No procurement cards will be issued to staff of Central Office ~~central or area offices~~ without written approval of the Chief Executive Officer and the Chief Administrative Officer ~~Chief Financial Officer~~. No procurement cards will be issued to staff of the Board's administrative office or Board members without the written approval of the President of the Board. No procurement card will be issued to the Board President unless approved by the Board.
3. Federal Grant Funds will not be accessible through procurement card purchases including but not limited to the following:
 - 220 - IDEA
 - 324 - Federal Grants
 - 332 - Title I
 - 334 - Neglected and Delinquent
 - 336 - Title V
 - 353 - Title II
 - 354 - Title IID
 - 356 - Title III
 - 358 - Title IV
 - 362 - Head Start
 - 364 - Reading First
 - 367 - SOS
 - 369 - Perkins
4. The Chief Administrative Officer ~~Chief Financial Officer~~ shall have further authority to limit procurement card access to specific funds and to establish review, approval and back-up documentation requirements as well as accounting processes applicable to all cardholder transactions.
5. Procurement card purchases will be limited to small transactions and emergency purposes with the exception that procurement cards can also be used for reasonable and necessary central and area office travel and recruitment related expenses.
6. ~~Cumulative monthly transactions for procurement cards will be limited to \$1,250 for principals and \$750 for engineers.~~ Procurement card transactions by authorized Central Office employees ~~Central and area offices~~ will be limited to \$5,000 per month per card.
7. The purchase of goods (biddable items) from a single vendor by a single unit shall not exceed \$10,000 per year unless otherwise approved by Board authority.
8. Card holders shall ensure that funds are available prior to initiating transactions. Procurement card purchases can only be initiated using budget lines that have available funds. All card holders shall reconcile their transactions on a timely basis. Procurement card transactions of Board members and staff of the Board's administrative office, if any, must be reported monthly to the Board in a report to be prepared by the Secretary to the Board.
9. The card holder manual issued by the Chief Administrative Officer ~~Chief Financial Officer~~ shall establish requirements to ensure that an appropriate segregation of duties is maintained between procurement card users, approvers and reviewers.
10. Transactions will be made in accordance with all Board Rules, including but not limited to Chapter VII. Board Rules concerning Procurement and Contract Rules.
11. Transactions will be made in accordance with all Board policies, including but not limited to the Board's Policy on Reimbursement for Work Related Expenses. Procurement cards shall not be used to purchase any item or service that is not reimbursable under the Board's Policy on Reimbursement for Work Related Expenses, including, but not limited to, the purchase of alcoholic beverages.
12. All appropriate Central Office ~~school, central and area office~~ personnel will be required to attend procurement card training.
13. In addition to the use restrictions noted in Section II.11. above, procurement cards shall not be used for any other prohibited items set out in the card holder manual issued by the Chief Administrative Officer ~~Chief Financial Officer~~.
14. Use of a procurement card for personal purchases or any other purchases unrelated to Board business is strictly prohibited.

III. Authorization to Establish Procedures, Manuals and Compliance Reviews:

The Chief Administrative Officer ~~Chief Financial Officer~~ shall issue procedures and manuals for the effective implementation of the requirements and control measures set out in this Policy. Procurement card purchases and related accounting practices are subject to annual review or audit as directed by the Chief Administrative Officer ~~Chief Financial Officer~~.

IV. Violations

Failure to comply with this policy or related procedures and manuals or CPS' financial and operational policies will result in revocation of the use of the card. Procurement card holders or other employees found using the card in violation of this policy, procedures or manuals including, but not limited to uses for fraudulent, personal, or otherwise inappropriate purposes will be subject to discipline up to and including dismissal, pursuant to the Board's Employee Discipline and Due Process Policy. Such cases may also be referred to the Office of the Inspector General or to appropriate law enforcement authorities for other legal action. ~~Schools or Offices~~ that expend grant funds in a manner resulting in potential or actual questioned costs will be required to identify alternative funding.

11-0928-PO2

**RESCIND POLICIES IMPACTED BY THE REQUIREMENTS OF PUBLIC ACT 97-0474
IN BOARD REPORTS 90-0919-PO1, 05-1221-PO1 AND 07-0523-PO2**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Rescind the following Board Policies impacted by the requirements of Public Act 97-0474:

<u>Board Report No.</u>	<u>Policy Name</u>	<u>Reason for Rescission</u>
90-0919-PO1	Utilization of Physical Resources	Superseded by Public Act 97-0474
05-1221-PO1	Consolidation of Schools	Superseded by Public Act 97-0474
07-0523-PO2	Closing of School	Superseded by Public Act 97-0474

President Vitale indicated that if there were no objections, Board Reports 11-0928-RS2 through 11-0928-RS10, 11-0928-PO1 and 11-0928-PO2 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 11-0928-RS2 through 11-0928-RS10, 11-0928-PO1 and 11-0928-PO2 adopted.

11-0928-CO1

**COMMUNICATION RE: LOCATION OF
BOARD MEETING OF OCTOBER 26, 2011**

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

This is to advise that the regular meeting of the Board of Education scheduled for Wednesday, October 26, 2011 will be held at:

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

Registration for Public Participation will be held between the hours of 8:00 a.m. and 9:00 a.m. on the 1st Floor of the Clark Street Lobby. The Board Meeting will begin at 10:30 a.m. The Public Participation segment of the meeting will begin immediately following the CEO Report and proceed for two hours.

11-0928-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 August. All transfers are budget neutral. A brief explanation of each transfer is provided below:

1. Transfer from John L Marsh School to Roswell B Mason Elementary School

Rationale: Transfer Community School funds to Mason; funds were sent to Marsh in error. Itg 107754 - Evelyn Maxwell.

Transfer From:	Unit	John L Marsh School	24361
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Commodities - Textbooks	53305
	Program	Other Instr Purposes Misc	119035
	Grant	21st Cntry. Comm. Lrn. Ctr.-After School	499967

Transfer to:	Unit	Roswell B Mason Elementary School	24381
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Commodities - Textbooks	53305
	Program	Other Instr Purposes Misc	119035
	Grant	21st Cntry. Comm. Lrn. Ctr.-After School	499967

Amount: \$1,000.00

2. Transfer for Office of Teaching & Learning

Rationale: Carfare reimbursement for non-teachers for use of their personal vehicles.

Transfer From:	Unit	Office of Teaching & Learning	10835
	Fund	General Education Fund	115
	Account	Property - Equipment	55005
	Program	Other Instr Purposes Misc	119035
	Grant	Default Value	000000

Transfer to:	Unit	Office of Teaching & Learning	10835
	Fund	General Education Fund	115
	Account	Car Fare	54215
	Program	Other Instr Purposes Misc	119035
	Grant	Default Value	000000

Amount: \$1,000.00

3. Transfer for Office of Humanities - City Wide

Rationale: Carfare reimbursement for non-teachers for use of their personal vehicles.

Transfer From:	Unit	Office of Humanities - City Wide	10865
	Fund	General Education Fund	115
	Account	Commodities - Supplies	53405
	Program	Social Studies Curriculum	221651
	Grant	Default Value	000000

Transfer to:	Unit	Office of Humanities - City Wide	10865
	Fund	General Education Fund	115
	Account	Car Fare	54215
	Program	Social Studies Curriculum	221651
	Grant	Default Value	000000

Amount: \$1,000.00

4. Transfer from Supports for High Risk Populations - Citywide to Stephen T Mather High School

Rationale:	Restoring SLC funding to June 2011 level - Mather - supplies.		
Transfer From:	Unit	Supports for High Risk Populations - Citywide	13722
	Fund	NCLB Title V Fund	336
	Account	Travel Expense	54205
	Program	Small Learning Communities	221033
	Grant	Fie: Smaller Learning Community Cohort 10	543519
Transfer to:	Unit	Stephen T Mather High School	46241
	Fund	NCLB Title V Fund	336
	Account	Commodities - Supplies	53405
	Program	Small Learning Communities	221033
	Grant	Fie: Smaller Learning Community Cohort 10	543519
Amount:	\$1,000.00		

5. Transfer from Supports for High Risk Populations - Citywide to David G Farragut Career Academy High School

Rationale:	Funds to support SLC related activities at Farragut - travel.		
Transfer From:	Unit	Supports for High Risk Populations - Citywide	13722
	Fund	NCLB Title V Fund	336
	Account	Services - Professional & Technical	54125
	Program	Small Learning Communities	221033
	Grant	Fie Smaller Learning Communities	543518
Transfer to:	Unit	David G Farragut Career Academy High School	53091
	Fund	NCLB Title V Fund	336
	Account	Travel Expense	54205
	Program	Small Learning Communities	221033
	Grant	Fie Smaller Learning Communities	543518
Amount:	\$1,000.00		

927. Transfer from Citywide Capital/Operations to George W Collins High School

Rationale:	Funds Transfer From Award# 2011-476-00-01 To Project# 2010-46411-MCR , Change Reason : NA.		
Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	Modern Schools	476
	Account	Capitalized Construction	56310
	Program	Parent Award	253543
	Grant	Default Value	000000
Transfer to:	Unit	George W Collins High School	46411
	Fund	Modern Schools	476
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago	253533
	Grant	Default Value	000000
Amount:	\$5,700,000.00		

928. Transfer from Citywide Capital/Operations to MSAC - Brighton Park 2 Area Elementary School

Rationale:	Funds Transfer From Award# 2010-480-00-01 To Project# 2008-0948-NSC , Change Reason : NA.		
Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	QSCB - CIP Series 2009G	480
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago	253533
	Grant	Qualified School Construction Bond (Qscb)	620000
Transfer to:	Unit	MSAC - Brighton Park 2 Area Elementary School	27041
	Fund	QSCB - CIP Series 2009G	480
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago	253533
	Grant	Qualified School Construction Bond (Qscb)	620000
Amount:	\$8,000,000.00		

929. Transfer from Citywide Capital/Operations to MSAC - Back of the Yards Area High School

Rationale: Funds Transfer From Award# 2010-479-00-01 To Project# 2008-MS10-NSC ; Change Reason : NA.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	QSCB - CIP Series 2010C	479
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago	253533
	Grant	Qualified School Construction Bond (Qscb)	620000
Transfer to:	Unit	MSAC - Back of the Yards Area High School	46551
	Fund	QSCB - CIP Series 2010C	479
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago	253533
	Grant	Qualified School Construction Bond (Qscb)	620000
Amount:		\$10,000,000.00	

930. Transfer from Citywide Capital/Operations to William Jones Academic Magnet High School

Rationale: Funds Transfer From Award# 2010-479-00-02 To Project# 2010-47021-NSC ; Change Reason : NA.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	QSCB - CIP Series 2010C	479
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago Expansion	253534
	Grant	Qualified School Construction Bond (Qscb)	620000
Transfer to:	Unit	William Jones Academic Magnet High School	47021
	Fund	QSCB - CIP Series 2010C	479
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago Expansion	253534
	Grant	Qualified School Construction Bond (Qscb)	620000
Amount:		\$18,000,000.00	

931. Transfer from Citywide Capital/Operations to MSAC - Back of the Yards Area High School

Rationale: Funds Transfer From Award# 2010-481-00-05 To Project# 2008-MS10-NSC ; Change Reason : NA.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	BABS - CIP Series 2010D	481
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Build America Bonds (Babs)	610000
Transfer to:	Unit	MSAC - Back of the Yards Area High School	46551
	Fund	BABS - CIP Series 2010D	481
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago	253533
	Grant	Build America Bonds (Babs)	610000
Amount:		\$50,000,000.00	

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

11-0928-EX2

**APPROVE SABBATICAL LEAVE AGREEMENT FOR
APPOINTED TEACHER, KATHERINE MALHAS, CITY WIDE SPECIALIZED SERVICE**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve sabbatical leave of absence for Katherine Malhas, appointed teacher, for the period of September 29, 2011 to August 28, 2012 and entry into a Sabbatical Leave agreement with Katherine Malhas in accordance with the Board of Education's Sabbatical Leave Policy (Board Report # 05-0824-PO7) and as more fully set forth below.

DESCRIPTION:

Katherine Malhas meets all of the eligibility requirements for a sabbatical leave and her sabbatical leave shall be subject to the following terms, which are consistent with the Board of Education's Sabbatical Leave Policy.

Eligibility. Katherine Malhas is eligible for a Sabbatical Leave because she 1) is an appointed teacher 2) has completed six (6) or more years of continuous satisfactory service as a teacher 3) she has not been granted a

sabbatical leave under this Policy or its predecessor in the previous six (6) years and 4) her position is budgeted for period of the sabbatical leave and she is not otherwise subject to layoff or reassignment under the Reassigned Teachers Policy or other applicable Board policies.

Sabbatical Leave Plan Approval. The Chief Education Officer and the School Principal have approved Katherine Malhas's Sabbatical Leave plan to complete her Doctorate in Educational Leadership at National Louis University. No change in the plan shall be made except in accordance with the Sabbatical Leave Policy.

Agreement for continued service at the conclusion of leave. As a condition of the leave, Katherine Malhas shall agree in writing that if she fails to return to service at the expiration of the sabbatical leave for a period of at least two (2) years after the expiration of the leave, she shall refund all sums of money paid to her by the Board of Education during her sabbatical leave.

Pay During Sabbatical Leave. Katherine Malhas shall be paid her basic salary, less a deduction of the cost to the Board for providing substitute service during the sabbatical leave. If Katherine Malhas engages in any activity for which she will receive salary or compensation from another employer during the sabbatical leave, the equivalent of that salary or compensation shall also be deducted from her basic salary. If any salary earned during the sabbatical leave activity is greater than or equal to Katherine Malhas's salary minus substitute pay, Katherine Malhas shall receive no pay during the leave. Katherine Malhas is obligated to report to the Office of Human Capital any compensation she receives from another employer during the period of the sabbatical leave.

Proof of Compliance with the Terms of the Sabbatical Leave. Katherine Malhas shall submit proof of compliance with the Sabbatical Leave plan in accordance with the requirements of the Sabbatical Leave Policy.

Form of Agreement. Upon approval of this Board Report by the Board of Education, Katherine Malhas's application for Sabbatical Leave dated July 29, 2011 and approved by the Chief Education Officer, the Sabbatical Leave Policy and this Board Report shall constitute the agreement between the Board of Education and Katherine Malhas. The Board enters into that agreement based upon the foregoing representations. If any of those representations are inaccurate, the Board may declare a breach of the agreement and seek repayment of any sums paid under the agreement or pursue another remedies provided in the Sabbatical Leave Policy. Upon approval of this Board Report, the Office of Human Capital shall transmit a copy of the approved Board Report and the Sabbatical Leave Policy to Katherine Malhas.

Revocation of the Sabbatical Leave. The sabbatical leave may be revoked in accordance with the Sabbatical Leave Policy.

LSC REVIEW:

Katherine Malhas is not an assistant principal or a contract principal; therefore LSC review or approval is not required.

AFFIRMATIVE ACTION STATUS:

Not applicable

FINANCIAL:

Katherine Malhas shall be paid her basic salary, less a deduction of the cost to the Board for providing substitute service during the sabbatical. If Katherine Malhas engages in any activity for which she will receive salary or compensation from another employer during the sabbatical leave, the equivalent of that salary or compensation shall also be deducted from her basic salary. If any salary earned during the sabbatical leave activity is greater than or equal to Katherine Malhas's salary minus substitute pay, Katherine Malhas shall receive no pay during the leave. Katherine Malhas is obligated to report to the Office of Human Capital any compensation she receives from another employer during the period of the sabbatical leave.

BUDGET CLASSIFICATION:

11670.220.51100.121302.462055

The agreement authorized by the Board Report is not legally binding on the Board if entered into in violation of the provisions of 105 1LCS5/34-21.3 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.

This agreement authorized by this Board Report is subject to 105 1LCS 5/34-13.1, which authorizes the Inspector General of the Board of Education of the City of Chicago to conduct certain investigations and provides that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

11-0928-EX3

AMEND BOARD REPORT 09-0325-EX6

AMEND BOARD REPORT 08-1022-EX15

APPROVE THE ESTABLISHMENT OF THE CHICAGO ACADEMY FOR ADVANCED TECHNOLOGY AND ENTERING INTO A SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT WITH CENTER FOR POLYTECHNICAL EDUCATION, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the establishment of the Chicago Academy for Advanced Technology ("CAAT") at a location to

be determined, and approve entering into a School Management and Performance Agreement with the Center for Polytechnical Education, Inc., an Illinois not-for-profit corporation, for the operation of the Chicago Academy for Advanced Technology. This approval is contingent upon the school operator meeting certain benchmarks established by the Office of New Schools as detailed below, any required public hearings and Board approval of the location of the school. A written School Management and Performance Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within the time specified in an amended Board Report approving the site of the proposed school. Information pertinent to this matter is stated below.

This March 2009 amendment is necessary to approve the site for the Chicago Academy for Advanced Technology at 1301 W. 14th Street. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this amended Board Report

This September 2011 amendment is necessary to authorize the Center for Polytechnical Education, Inc. to change the name of the Chicago Academy for Advanced Technology to the Chicago Technology Academy High School. The authority granted herein shall automatically rescind in the event a written amendment to the School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR: Center for Polytechnical Education, Inc
3411 W. Diversey, Suite 10
Chicago, Illinois 60647
Phone: 773-278-5418 ext. 15
Contact Person: Matt Hancock, Assistant Director

OVERSIGHT: Office of New Schools
125 S. Clark, 5th Floor
Chicago, IL 60603
773-553-1530
Contact Person: Andrea Saenz, Chief of Staff
Oliver Sicat, Chief Portfolio Officer

DESCRIPTION:

School Designation: Pursuant to the Board's Renaissance Schools Policy, 07-0627-PO4, as amended ("Renaissance Policy"), Chicago Academy for Advanced Technology will open at 1301 W 14th Street in the fall of 2009 as a Contract School as described in the Renaissance Policy. The Board hereby designates the Chicago Academy for Advanced Technology as a Small School pursuant to 105 ILCS 5/34-2.4b. This site will require that Chicago Academy for Advanced Technology share its facility with Air Force Academy High School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1.

In August 2011, the Center for Polytechnical Education, Inc. submitted a material modification to change the name of its school from the Chicago Academy for Advanced Technology to the Chicago Technology Academy High School.

Public Hearings: Public hearings on the opening of the Chicago Academy for Advanced Technology as a Renaissance Contract School were held on October 6, 2008 and October 15, 2008 at Board Chambers in accordance with the Renaissance Policy. The October 15th hearing was recorded and a summary report of both of the hearings is available for review. A public hearing for the Chicago Academy for Advanced Technology was held on March 16, 2009 at 1301 W. 14th Street. The hearing was recorded and a summary report is available for review. A public hearing on the proposed name change was held on Tuesday, September 13, 2011. The hearing was recorded and a summary report is available for review.

Request for Proposals: In April 2008, the Office of New Schools issued a Request for Proposals to solicit responses from parties interested in starting schools under the Renaissance 2010 Initiative. Proposals to operate either a contract school, performance school or charter campus were submitted by interested parties to the Board on July 28, 2008. Proposals were evaluated pursuant to the standards set forth in the Renaissance Policy. Proposals were reviewed by the Office of New Schools and a Comprehensive Evaluation Team and recommendations were submitted to the Chief Executive Officer based upon those reviews and evaluations.

Enrollment: The Chicago Academy for Advanced Technology will enroll students through a city-wide lottery. CAAT will enroll approximately 150 students in grade 9 for the 2009 – 2010 school year. In subsequent years the school may serve up to 600 students in grades 9 through 12

Curriculum: The Chicago Academy for Advanced Technology aims to provide a rigorous, college-prep and career-tech curriculum that will achieve measurably superior outcomes with all students, preparing graduates for success in college and careers in Information Technology-rich occupations. CAAT will help students develop the maturity, creativity and intelligence needed to become leaders in their community, economy and global society. CAAT will achieve measurably superior outcomes through personalized instruction for all students; effective, evidence-based teaching practices; quality interactions between students and teachers; logically-sequenced, research-based curricula and learning objectives; teaching to mastery and fluency; progression through the curriculum based on demonstrated competency; and data-driven decision making based on moment-to-moment formative assessment.

Advisory Body: A school advisory body will be established in a timely manner pursuant to 105 ILCS 5/34-2.4b and the Board's Renaissance School Policy in the following manner: the CEO or his designee in consultation with the Center for Polytechnical Education, Inc. shall develop the composition and duties of the advisory body for approval by the Board. Such requirements shall be included in the agreement with the Center for Polytechnical Education, Inc. The members of the advisory body will be appointed by the Board upon the recommendation of the CEO or his designee.

School Management Description: At a minimum, the School Management and Performance Agreement will address student academic outcomes and financial and management practices of the school and shall reflect resolution of any and all outstanding issues between the Board and the school operator including, but not limited to, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. In accordance with the Board's Renaissance Policy, contract schools may request exemptions from Board Rules and Policies or alternative policies subject to and upon Board approval.

CONTINGENT APPROVAL: The granting of a contract by the Board and the entering into a School Management and Performance Agreement is contingent upon any required subsequent public hearings and Board approval of a site for the school. Approval of the contract school application is also contingent upon the school operator meeting benchmarks established by the Office of New Schools including, but not limited to, refinement of the education plan including the curriculum choices and career prep program, clarification of the governance structure among CAAT, Center for Labor and Community Relations and the school operator; revision of the 5-year budget and identification of a school facility. These benchmarks will be communicated to the school operator in a formal Letter of Conditions with all deadlines to be met by April 15, 2009. The Office of New Schools will oversee the enforcement of these deadlines; failure to meet these deadlines may, at the option of the Board, result in the rescission of the authority granted herein and the denial of the contract school application. A final review of the contract school application will be conducted by the Chief Executive Officer on or before May 15, 2009. This final review will be conducted to determine compliance with the terms indicated above. The CEO's recommendation to approve the contract school application will be subject to Board approval as indicated by a subsequent amendment to this Board Report.

TERM: Upon final review of this contract school application and Board approval of the site for the proposed school, the term of the School Management and Performance Agreement shall commence July 1, 2009 and end June 30, 2014. The Center for Polytechnical Education, Inc. and the Chicago Academy for Advanced Technology's designation as a Renaissance Contract School will expire on June 30, 2014 unless renewed or terminated earlier by the Board.

COMPENSATION: The Center for Polytechnical Education, Inc. will be paid on a per-pupil basis for the operation of the Chicago Academy for Advanced Technology. If the Center for Polytechnical Education, Inc. applies to the Renaissance Schools Fund for funding for the new school and is not approved for funding, the Board shall provide a one-time payment to the school for planning positions in an amount not to exceed \$170,000.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the school operator, in the written School Management and Performance Agreement. Authorize the President and Secretary to execute the School Management and Performance Agreement.

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

AFFIRMATIVE ACTION: Not applicable.

FINANCIAL: Using current year financial data, the general fund cost of 150 students in 2009-10 (FY10) will be approximately \$1,158,600.00. The financial implications will be addressed during the development of the FY10 budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond the current FY09 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

PERSONNEL IMPLICATIONS: As a contract school, the Center for Polytechnical Education, Inc. will employ its own principal, teachers and staff.

GENERAL CONDITIONS:

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

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

Indebtedness – The Board's indebtedness Policy adopted June 26, 2006 (96-0626-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.

11-0928-EX4

**AMEND BOARD REPORT 10-0324-EX2
AMEND BOARD REPORT 09-1123-EX14
APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL
AGREEMENT WITH INSTITUTE FOR LATINO PROGRESS, INC.,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

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

This March 2010 amendment is necessary to approve the location for the Instituto Health Sciences Career Academy Charter High School at 122 S. Michigan Avenue. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

This September 2011 amendment is necessary to approve the relocation of the Instituto Health Sciences Career Academy Charter High School from 122 S. Michigan Avenue to 2520 S. Western Avenue. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: Instituto for Latino Progress, Inc.,
2570 S. Blue Island Ave
Chicago, Illinois 60608
Phone: 773-890-0055
Contact Person: Juan Salgado, President and Chief Executive Officer

CHARTER SCHOOL: Instituto Health Sciences Career Academy Charter High School
~~122 S. Michigan Avenue~~ 2520 S. Western Avenue
Chicago, IL 60603 08
Phone: 773-890-0055
Contact Person: Juan Salgado, President and Chief Executive Officer

OVERSIGHT: Office of New Schools
125 S. Clark, 5th Floor
Chicago, IL 60603
773-553-1530
Contact Person: ~~Jaime Guzman, Acting Executive Officer~~
Oliver Sicat, Chief Portfolio Officer

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

CHARTER APPLICATION PROPOSAL: The Instituto Health Sciences Career Academy Charter High School (Instituto) proposal was submitted by Instituto for Latino Progress, Inc., and received by the Board on August 10, 2009. Instituto's mission is to focus its high school programs to serve Latino and other underserved youth within the Chicago metropolitan area. The school will prepare its students to achieve two goals: (1) success in competitive colleges and universities, and (2) job readiness certification in entry-level positions with higher wages in the healthcare sector. Instituto's vision is an educational community with full integration and participation of faculty, students, staff, parents and partners in decisions that share the school's existence. Students will take responsibility for their learning process and as they learn the meaning of being healthy physically, emotionally, and socially, they make better life choices as citizens and activists, while conveying such knowledge to their families, peers, educators, employers and extended community. The school is slated to open in the fall of 2010 serving 160 students in grade 9. In successive years, the school will grow one grade at a time, until reaching a capacity of 600 students in grades 9 – 12. The school will be located at a site to be determined and is contingent upon Board approval. Public hearings on Renaissance 2010 charter school submissions submitted in 2009, as required by statute, were held on September 10, 2009 and November 9, 2009.

In March 2010, the Institute for Latino Progress submitted a material modification to identify the facility located at 122 S. Michigan Avenue as the location for the Instituto Health Sciences Career Academy Charter High School beginning with the 2010-2011 school year. A public hearing on the proposed location was held on Thursday, March 11, 2010. The hearing was recorded and a summary report is available for review.

In August 2011, the Institute for Latino Progress submitted a material modification to relocate the Instituto Health Sciences Career Academy Charter High School from 122 S. Michigan Avenue to 2520 S. Western Avenue. A public hearing on the proposed relocation was held on Tuesday, September 13, 2011. The hearing was recorded and a summary report is available for review.

CONTINGENT APPROVAL: Approval to open this charter school in the fall of 2010 and the execution of a Charter School Agreement are contingent upon Board approval of the proposed location of the school and the required subsequent public hearing. Approval of the opening of the new charter school is also contingent upon Institute for Latino Progress, Inc., meeting benchmarks detailed by the Office of New Schools. These benchmarks will be communicated to the school operator in a formal Letter of Conditions with all deadlines to be met by March 15, 2010. The Office of New Schools will oversee the enforcement of these deadlines; failure to meet these deadlines may, at the option of the Board, result in the rescission of the authority granted herein and the denial of the approval to open this new charter school.

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

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

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

AFFIRMATIVE ACTION: Not applicable.

FINANCIAL: The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of 160 students in 2010-2011 will be approximately \$1,223,520.00. These budget figures are based on the revised per pupil funding amounts for FY10.

GENERAL CONDITIONS:

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

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

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

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

11-0928-ED1

REPORT ON STUDENT EXPULSIONS FOR AUGUST 2011

DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORT THE FOLLOWING DECISION:

41 Students were expelled from the Chicago Public Schools in August 2011

DESCRIPTION:

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the *School Code of Illinois*, Section 6-8 of the *Rules of the Board of Education of the City of Chicago*, and the *Student*

Code of Conduct of the Chicago Public Schools, the designee for the Chief Executive Officer approved the expulsion of 41 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

August Totals
(August 1 to August 31, 2011)

Expulsions	41
No Expulsions	15
SMART Referrals	<u>23</u>
	79

(2011-2012 Totals to Date)
(August 1, 2011 to current)

Expulsions	41
No Expulsions	15
SMART Referrals	<u>23</u>
	79

Decisions Pending	12
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LSC REVIEW:

LSC review is not applicable to this report.

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

No cost to the Chicago Public Schools.

PERSONNEL IMPLICATIONS:

None.

11-0928-AR1

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

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

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

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

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

AFFIRMATIVE ACTION STATUS: The firm is an MBE.

FINANCIAL: Charge \$500,000.00 to Department of Operations
Budget Classification Fiscal Year 2011..... 12150-482-56310-009522-610000

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).

11-0928-OP1

**REAFFIRM BOARD REPORT 11-0727-OP4
AUTHORIZE ENTERING INTO A LEASE AGREEMENT
WITH THE CHICAGO PARK DISTRICT FOR GATELY STADIUM**

THE CHIEF EXECUTIVE OFFICER REQUESTS THE FOLLOWING ACTION:

Approve entering into a Lease Agreement with the Chicago Park District for Gately Stadium located in Gately Park in Chicago, Illinois. A written Lease Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not fully executed within 90 days of the date of this Board Report. Information pertinent to the Lease is stated below.

LANDLORD: Chicago Park District
541 North Fairbanks Court
Chicago, IL 60611
Contact: Gia Biagi
Phone: (312) 742-7529
E-mail: gia.biagi@chicagoparkdistrict.com

TENANT: Board of Education of the City of Chicago

PREMISES: Gately Stadium, located within Gately Park, at 810 East 103rd Street, Chicago, Illinois 60628.

USE: The Premises to be used for athletic and recreational events

ORIGINAL LEASE: The original lease agreement (authorized by Board Report 86-0910-RE1 and amended by 87-0812-RE14) is for a term that commenced September 1, 1986, and ends August 31, 2011.

NEW LEASE TERM: The term of the new lease agreement shall be for 25 years, commencing on September 1, 2011, and ending August 31, 2036.

RENT: \$1.00 per year.

CAPITAL IMPROVEMENTS TO BE MADE BY THE BOARD: The Board shall have the right to make additions, alterations or improvements to the Premises at its own expense, so long as such additions, alterations or improvements are consistent with the use of the Premises and the lease. The following stadium improvements by CPS are in process as approved under the FY2011 Capital Improvement Budget in the amount of \$4,000,000:

- a. Replace turf field
- b. Replace asphalt apron around the field with a concrete apron
- c. Replace concrete sidewalk
- d. Replace fencing
- e. Replace 10% of bleacher seating
- f. Replace both the press box and coaches box with new prefabricated units
- g. Masonry/tuckpointing work
- h. Paint structural steel
- i. Interior work to build out unisex bathroom
- j. Electrical renovations beneath bleachers for safety requirements

TAXES AND UTILITIES: The Premises is exempt from property taxes. In the event property taxes are levied against the Premises, the Board shall pay such taxes assessed against the Premises during the term of the lease. The Board shall also pay all utility charges incurred on the Premises for gas and electricity during the term of the lease, excluding those utilities that are separately metered for the Chicago Park District's sole use.

CONCESSIONS: The Board shall have the exclusive right to control and operate all stadium concessions and shall receive any and all payments due or which shall become due.

MAINTENANCE, REPAIR AND INSURANCE: The Board shall keep the Premises in good condition, maintain and repair the Premises as necessary and return the Premises to the Chicago Park District in good condition (excepting normal wear and tear) at the end of the lease term. The Chicago Park District shall be responsible for maintenance, repairs and other expenses of the areas of Gately Park not subject to the lease.

INSURANCE/INDEMNIFICATION: Insurance and indemnification provisions shall be negotiated by the General Counsel.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written 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.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: The estimated annual utility costs are \$12,000.00.

Source of funds: Operations

Budget lines: 11880-230-53115-254002-000000-2012 (electric)
11880-230-53120-254002-000000-2012 (gas)

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).

Ms. Pritzker abstained on Board Report 11-0928-OP1.

11-0928-OP2

**REAFFIRM BOARD REPORT 11-0727-OP1
APPROVE ENTERING INTO A RECIPROCAL SHARED USE AGREEMENT
AND TEMPORARY CONSTRUCTION LICENSE AGREEMENT WITH THE CHICAGO PARK DISTRICT
AND TO CONSENT TO THE AMENDMENT OF PLANNED DEVELOPMENT #808 IN CONNECTION
WITH THE CONSTRUCTION AND USE OF ATHLETIC FACILITIES AT
NORTH GRAND HIGH SCHOOL AND GREENBAUM PARK**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

The Public Building Commission of Chicago ("PBC") holds title to a portion of the North Grand High School property, adjacent to Kildare Avenue, for the Chicago Board of Education ("Board"). The Chicago Park District ("CPD") owns Greenbaum Park. The City of Chicago has agreed to close a portion of Kildare Avenue between North Grand High School ("School") and Greenbaum Park and to provide funding to CPD for the construction of a new soccer/football field and softball field as shown on Exhibit C ("Athletic Facilities") that will be located on the Board's property described on Exhibit A, on closed Kildare Avenue and on CPD's property described on Exhibit B. CPD has agreed to construct and maintain the Athletic Facilities and to enter into a twenty-five (25) year non-revocable Reciprocal Shared Use Agreement ("Shared Use Agreement") with the Board for joint use of the Athletic Facilities as shown on Exhibit C. The amendment to PD #808 and the Shared Use Agreement will allow CPD and the Board to have shared use of the Athletic Facilities on property partly owned by CPD, the Board and the City. To construct the Athletic Facilities, CPD has requested a temporary construction license on Board property. CPD has also requested use of the School parking lot for weekend and after school programs when the parking lot is not required by the School.

The purpose of this Board Report is to authorize: (1) The Board to enter into a Reciprocal Shared Use Agreement with CPD for the construction and use of the Athletic Facilities on the property described on Exhibits A and B and as shown on Exhibit C, (2) To authorize CPD to use the School parking lot for weekend and after school programs when the parking lot is not required by the School, (3) To authorize CPD to use a portion of the Board's property during the construction of the Athletic Facilities ("Temporary Construction License Agreement"); and (4) To authorize the amendment of PD #808 to include the

Athletic Facilities, Kildare Avenue and Greenbaum Park as separate subareas ("Zoning Amendment"). The Reciprocal Shared Use Agreement between the Board and CPD for the joint use of the Athletic Facilities as shown on Exhibit C is currently being negotiated. The authority granted herein shall automatically rescind in the event the Reciprocal Shared Use Agreement is not executed within 120 days of the date of this Board Report. Information pertinent to the Reciprocal Shared Use and Temporary Construction License Agreements and Zoning Amendment are stated as follows.

PARTIES:	Board of Education of the City of Chicago 125 S. Clark Street Chicago, IL 60603 Contact: Chief Operating Officer Phone: 773-553-2900	Chicago Park District 541 N. Fairbanks Chicago, IL 60611 Contact: General Superintendent Phone: 312-742-4500
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CHICAGO BOARD OF EDUCATION PROPERTY TO BE SUBJECT TO THE TWENTY-FIVE (25) YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT: Approximately 2 acres of land described on Exhibit A attached hereto.

CHICAGO PARK DISTRICT PROPERTY TO BE SUBJECT TO THE TWENTY-FIVE (25) YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT: Approximately 1.65 acres of land described on Exhibit B attached hereto.

TWENTY-FIVE (25) YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT: Shall cover the Athletic Facilities to be located on the property described on Exhibits A, B and C attached hereto, including closed Kildare Avenue (approximately .9 acres). Under the Reciprocal Shared Use Agreement, CPD and the Board will have joint use of the Athletic Facilities for twenty-five (25) years; however the Board shall have first priority to use the Athletic Facilities during school hours, for after school classes and programs, practice, interscholastic competition and for intramural games. CPD may use the Athletic Facilities and parking lot at all other times. CPD shall designate a person to act as a scheduler for use of the Athletic Facilities when they are not used by the Board and may issue permits for the use of the Athletic Facilities for hours when not used by the Board. The Board shall not be required to obtain a permit or pay a fee for its use of the Athletic Facilities. CPD will be responsible for construction, maintenance and all costs related to the use and operation of the Athletic Facilities. The Board shall keep the Athletic Facilities in clean and good condition during its use. If there is damage to the Athletic Facilities beyond ordinary wear and tear, the party responsible for the damage shall repair it. The Board shall have the right, but not the obligation, to maintain the Athletic Facilities on the property described on Exhibit A, if necessary and to seek reimbursement for those costs from the CPD.

TERM: The term of the non-revocable Reciprocal Shared Use Agreement shall commence on the date the agreement is signed and shall end twenty-five (25) years thereafter.

TEMPORARY CONSTRUCTION LICENSE AGREEMENT: The Board will grant CPD a temporary construction license over a portion of North Grand High School for the construction of the Athletic Facilities. The location will be coordinated with the Board's Chief Operating Officer and the Principal and Engineer for North Grand High School. CPD shall repair any damage it causes to the Temporary Construction License Area, including any equipment and return the Temporary Construction License Area to the Board in the same condition it was received.

ZONING AMENDMENT: The Board will authorize the City to expand Planned Development #808 for North Grand High School to include Greenbaum Park and Kildare Avenue as separate subareas.

RELOCATION OF BOARD FACILITIES: The Board will relocate the trash compactor to the Kostner side of the building and construct a new loading facility which requires final permits from the City of Chicago. This work must be substantially completed prior to commencement of Athletic Facility construction. The Department of Operations is proposing in the FY2012 Capital Improvement Budget that the Board authorize an appropriation of \$600,000 to relocate the trash compactor and construct a new loading facility at North Grand High School.

AUTHORIZATION: Authorize the President and the Secretary to execute any and all documents required to effectuate the twenty-five (25) year Reciprocal Shared Use Agreement including CPD's use of the School parking lot for weekend and after school programs when the parking lot is not required by the School. Authorize the Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate the Reciprocal Shared Use and Temporary Construction License Agreements, Zoning Amendment and to obtain permits for the relocation of the trash compactor and existing loading dock facilities at North Grand High School. Authorize the General Counsel to include other relevant terms and conditions, including indemnification, in the Reciprocal Shared Use and Temporary Construction License Agreements and in the Zoning Amendment as may be required to construct and use the new Athletic Facilities. Authorize and request the PBC, as title holder, to execute any documents that may be required for the Board to enter into the Reciprocal Shared Use Agreement with the CPD for the property described on Exhibits A, B and C and for the Zoning Amendment.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: To accommodate the new shared Athletic Facilities, the Department of Operations is proposing an appropriation of \$600,000 in the FY2012 Capital Improvement Budget for the relocation of the trash compactor and construction of a new loading facility. No additional funding is required.

General Conditions:

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

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

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

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

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

EXHIBIT A

BOUNDARY DESCRIPTION OF THE CHICAGO BOARD OF EDUCATION'S PROPERTY TO BE SUBJECT TO THE 25 YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT WITH THE CHICAGO PARK DISTRICT FOR ATHLETIC FACILITIES TO BE CONSTRUCTED BY THE PARK DISTRICT FOR JOINT USE BY NORTH GRAND HIGH SCHOOL AND GREENBAUM PARK

A RECTANGULAR PARCEL OF LAND APPROXIMATELY 247 FEET BY 354 FEET IN SIZE, LOCATED WITHIN LOTS 8, 9, 10 AND 11 INCLUSIVE IN SCHWINN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN#: 13-34-416-022-0000 (PARTIAL)

APPROXIMATE ADDRESS: 1734 N. KILDARE

AREA: APPROXIMATELY 2 ACRES

**BOUNDARY DESCRIPTION AND ACREAGE TO BE MODIFIED
UPON RECEIPT OF FINAL SURVEY AND SITE PLANS**

EXHIBIT B

BOUNDARY DESCRIPTION OF THE CHICAGO PARK DISTRICT'S LAND TO BE SUBJECT TO THE 25 YEAR NON-REVOCABLE RECIPROCAL SHARED USE AGREEMENT WITH THE CHICAGO BOARD OF EDUCATION FOR THE CONSTRUCTION AND USE OF ATHLETIC FACILITIES TO BE CONSTRUCTED BY THE PARK DISTRICT FOR JOINT USE BY NORTH GRAND HIGH SCHOOL AND GREENBAUM PARK

LOTS 2 THROUGH 24, INCLUSIVE IN BLOCK 19 OF GARFIELD, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 34 TOWNSHIP 40 NORTH RANGE 13 EAST (EXCEPT THE WEST 307 FEET OF THE NORTH 831.75 FEET AND THE WEST 333 OF THE SOUTH 1,295 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PIN #: 13-34-417-002

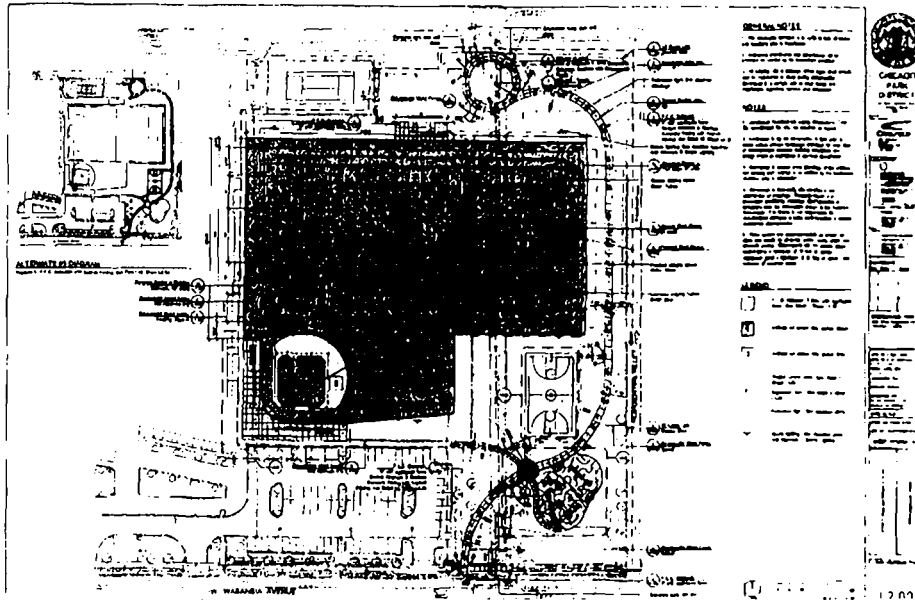
COMMONLY KNOWN AS: 4300 W. WABANSIA AVENUE – GREENBAUM PARK

AREA: 71,874 SQ. FT. = 1.65 ACRES

**BOUNDARY DESCRIPTION AND ACREAGE MAYBE MODIFIED
UPON RECEIPT OF FINAL SURVEY AND SITE PLANS**

EXHIBIT C

**CONCEPTUAL SITE PLAN FOR
NORTH GRAND HIGH SCHOOL - GREENBAUM PARK ATHLETIC FACILITIES**



**SHARED FACILITIES ARE SHADED AND CONSIST OF
ARTIFICIAL TURF SOCCER/FOOTBALL FIELD AND SOFTBALL/BASEBALL FIELD**

Ms. Pritzker abstained on Board Report 11-0928-OP2.

President Vitale indicated that if there were no objections, Board Reports 11-0928-EX1 through 11-0928-EX4, 11-0928-ED1, 11-0928-AR1, 11-0928-OP1 and 11-0928-OP2 with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared, Board Reports 11-0928-EX1 through 11-0928-EX4, 11-0928-ED1, 11-0928-AR1, 11-0928-OP1 and 11-0928-OP2 adopted.

11-0928-PR1

**REAFFIRM BOARD REPORT 11-0727-PR1
REPORT ON EMERGENCY EXPENDITURES**

THE CHIEF PURCHASING OFFICER REPORTS ON THE FOLLOWING EXPENDITURES PURSUANT TO 105 ILCS 5/10-20.21(XIV) AND THE RULES OF THE BOARD, SECTION 7-5, EMERGENCY EXPENDITURES:

1. **Evacuation Chairs.** A needs assessment was completed by OSES, and it was determined that 33 schools (see attached chart) had 83 students who did not have access to evacuation chairs. Each school is responsible for safely evacuating all students within their building, but the identified students did not have access to evacuation chairs, and thus are unable to be safely evacuated in the event of an emergency. Students with limited mobility may require the use of an evacuation chair in order to exit the building, including the following: an individual who is non-ambulatory and uses a wheelchair, an individual who is unable to ambulate independently, an individual who is unable to ambulate independently on the stairs or uneven surfaces, an individual who requires guided physical assistance, or a student who requires assistance due to mental or sensory deficits. Two types of evacuation chairs were purchased in order to meet the individual needs of the students. Evacuation chair covers, wall brackets, and wall hooks and covers also were purchased to ensure this important life-safety equipment is protected and mounted near a stairway in order to have the evacuation chairs available in emergency situations. The purchases were necessary to protect the health, safety, security, and well-being of the identified students, and thus were required on an emergency basis. Emergency purchases were initiated by the Office of Special Education and Supports with approval of Procurement.

Amount: \$234,673.24
 Vendor No: 20899
 Vendor Name: Harrison and Co.
 Vendor Address: 24221 S. 25th Ave., Broadview IL, 60155
 Requisition No.: 624462
 Purchase Order No.: 2140320
 Budget Classification: 11675-462-56302-254403-610000-2011
 Source of Funds: Capital

Supplier	Quantity	Manufacturer
Reinberg	2	Garaventa
Morgan	1	Garaventa
Dumas	1	Garaventa
Hibbard	1	Garaventa
William Penn	5	Garaventa
Zapata	1	Garaventa
New Field	3	Garaventa
Gale Elementary	4	Garaventa
G. Armstrong	1	Garaventa
Northside College Prep	2	Garaventa
Stone	4	Garaventa
Chi Virtual	1	Garaventa
Lasalle II	1	Garaventa
Talcott	1	Garaventa
Walter Payton	1	Garaventa
Pulaski	1	Garaventa
Stevenson (GSR 44)	1	Garaventa
Gary	1	Garaventa
Prosser	1	Garaventa
Tanner	2	Stryker
McClellan	1	Stryker
Shoop	1	Stryker
Roosevelt HS	1	Stryker
Courtenay	1	Stryker
Little village	2	Stryker
Chapell	4	Stryker
Amundsen HS	2	Stryker
Simeon	5	Stryker
Vaughn HS	10	Stryker
Bogan	2	Stryker
Madero	2	Stryker
West Ridge	6	Garaventa
West Ridge	5	Stryker
Curie or Solario HS (new SP)	6	Stryker

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11-0928-PR2

APPROVE ENTERING INTO AN AGREEMENT WITH GLENKIRK D.B.A. OPPORTUNITY SECURE DATA DESTRUCTION

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Glenkirk d.b.a. Opportunity Secure Data Destruction to provide secure record destruction services to all schools, area administrative offices, and central office departments, at a total cost not to exceed \$30,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 11-250004

Contract Administrator : Knowles, Miss Demetra / 773-553-2280

VENDOR:

- 1) Vendor # 90007
GLENKIRK DBA OPPORTUNITY SECURE
DATA DESTRUCTION
3660 COMMERCIAL AVE.
NORTHBROOK, IL 60062
Barry Shapiro
847 831-9400
847-480-7579

USER INFORMATION :

Project
Manager: 10210 - Office of Law

125 S Clark Street, 7th Floor

Chicago, IL 60603

White, Miss Kina Denise

773-553-1700

Project
Manager: 10210 - Office of Law

125 S Clark Street, 7th Floor

Chicago, IL 60603

Izban, Miss Susan M

773-553-1700

TERM:

The term of this agreement shall commence on the date executed by the Board and shall end twenty four (24) months thereafter. 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: secure record destruction services at plant-base facility; secure record destruction services on mobile destruction operation vehicles; provision for secure collection and transport of materials; customer service related to secure record destruction and supplies; reports related to usage activity and financial/billing activity; and Certificates of Secure Record Destruction. Users are required to request record destruction services only through the Board's Enterprise Records Manager or Records Systems Administrator.

DELIVERABLES:

Vendor will provide secure record destruction services upon request.

OUTCOMES:

Vendor's services will result in quality secure record destruction services at vendor's plant-based facility and on vendor's mobile destruction operation vehicle at designated Board location. Vendor will provide a Certificate of Record Destruction for each destruction project completed.

COMPENSATION:

Vendor shall be paid for secure record destruction services at the prices set forth in the agreement on a monthly basis, total not to exceed the sum of \$30,000.00 for the two year period.

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 Purchasing 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, the goals for this contract are 25% MBE and 5% WBE, but the provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization. This agreement is exempt from M/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Facilities Operations and Maintenance

11860-230-54105-254009-000000-2012 \$15,000.00

11860-230-54105-254009-000000-2013 \$15,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0928-PR3

APPROVE ENTERING INTO AN AGREEMENT WITH T AND T FOODSERVICE, INC FOR THE PURCHASE OF FRESH PRODUCE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve entering into an agreement with T & T Foodservice, Inc. for the purchase of fresh produce for eight Chicago Public Schools and three Charter Schools that have been awarded the USDA's Fresh Fruit and Vegetable Grant for a total cost not to exceed \$248,860.00, inclusive of purchase orders opened in the amount of \$18,965.97 for the eight Chicago Public Schools and \$4,658.00 for the three Charter Schools. Vendor was selected on a competitive basis pursuant to Board Rule 7-2, awarded under 11-0902-CPOR-1474. A written agreement for this purchase is currently being negotiated. No payment shall be made to Vendor above the amounts specified in the aforementioned purchase orders prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Walls, Miss Opal Lynette / 773-553-2280
CPOR Number : 11-0902-CPOR-1474

VENDOR:

- 1) Vendor # 80110
T & T FOODSERVICE, INC
2046 WEST LAKE ST.
CHICAGO, IL 60612
Eric L. Thomas Sr.
312 455-5000

USER INFORMATION :

Contact: 12010 - Nutrition Support Services
125 South Clark Street 16th Floor
Chicago, IL 60603
Esaian, Ms. Louise
773-553-2830

TERM:

The term of this agreement shall commence on October 1, 2011 and shall end June 30, 2012.

EARLY TERMINATION RIGHT:

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

DESCRIPTION OF PURCHASE:

Goods: Fresh fruits and vegetables for Chicago Public Schools as part of the USDA's Fresh Fruit and Vegetable grant program at the following schools eight CPS schools : Edward Everett Elementary Harold Washington, Paul Revere Accelerated, John A Walsh Elementary, Carrie Jacobs Bond, Brighton Park Elementary, John Hay Community Academy, and Thomas J Higgins Community Academy, and the following three Charter Schools: Academy for Global Citizenship, University of Chicago Charter School-Donoghue Campus and Rowe Elementary Charter School.

Quantity: as ordered by the schools listed above

Unit Price: as indicated in the agreement

Total Cost Not to Exceed: \$248,860.00 (inclusive of the purchase orders in the total amount of \$18,965.97)

OUTCOMES:

T & T Foodservice shall provide fresh fruit and vegetables to fulfill the requirements of the grant

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement, total cost not to exceed the sum of \$248,860.00 (inclusive of the purchase orders in the total amount of \$18,965.97)

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 Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation However, the Office of Business Diversity recommends a partial waiver of the 5% WBE goal required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted. The self performance of the vendor on this agreement will achieve 100% MBE compliance.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Various Schools: \$248,860.00
Source of Funds: Grant funds provided by USDA
25941-324-53205-113073-424013
26451-324-53205-113073-424013
23141-324-53205-113073-424013
66321-324-53205-113073-424013
24921-324-53205-113073-424013
25731-324-53205-113073-424013
25121-324-53205-113073-424013
31251-324-53205-113073-424013
63011-324-53205-113073-424013
66571-324-53205-113073-424013
31111-324-53205-113073-424013

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).

11-0928-PR4

APPROVE ENTERING INTO AN AGREEMENT WITH CRAGIN INDUSTRIAL FOR THE PURCHASE OF BOX FANS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Cragin Industrial Supply Co. for the purchase of box fans to be distributed to schools that do not have air conditioning for use during periods of extreme heat at a total cost not to exceed \$30,960. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for this purchase is available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below

Specification Number : 11-250029

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

VENDOR:

- 1) Vendor # 35272
CRAGIN INDUSTRIAL SUPPLY CO
2021 N. LARAMIE AVE.
CHICAGO, IL 60639
Christine Szafraniec
773 237-4081
773-237-6754

USER INFORMATION :

Contact: 11860 - Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
Taylor, Ms. Patricia L
773-553-2960

TERM:

The term of this agreement shall commence on the date stated on the Bid Execution Page and shall end 24 months thereafter. This agreement shall have 2 options to renew for periods of 1 year each.

EARLY TERMINATION RIGHT:

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

DESCRIPTION OF PURCHASE:

Goods: 3-speed box fans
Quantity: as ordered by the Department of Operations
Unit Price: \$15.48 each
Total Cost Not to Exceed: \$30,960

OUTCOMES:

This purchase will result in box fans being available for use by various Chicago Public Schools during periods of extreme heat.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$30,960.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is exempt from MBE/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Operations and Maintenance: \$30,960

12150-477-56302-009526-000000-2010

\$30,960.00

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).

11-0928-PR5

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH THE GORDIAN GROUP, INC TO LICENSE USE OF THE JOB ORDERING CONTRACT SYSTEM AND TO PROVIDE CONSULTING SERVICES FOR THE BOARD'S JOB ORDER CONTRACT PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with The Gordian Group ("Gordian or Vendor") to license use of its proprietary Job Ordering Contract system, PROGEN, and to provide consulting and project management services for the Board's Job Order Contract (JOC) Program at a total cost for the option period not to exceed \$1,125,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 63187
THE GORDIAN GROUP, INC
140 BRIDGES ROAD., SUITE E
MAULDIN, SC 29662
David L. Mahler
800-874-2291
864-233-9100

USER INFORMATION :

Contact: 11860 - Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
Taylor, Ms. Patricia L
773-553-2960

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0923-PR4, as amended by Board Reports 09-1123-PR5 and 11-0427-PR5) is for a term commencing October 28, 2009 and ending October 27, 2011, with the Board having two options to renew for a period of 1 year each. The original agreement was awarded on a non-competitive basis as it is the only Vendor providing the job ordering system

OPTION PERIOD:

The term of this agreement is being extended for one year commencing October 28, 2011 and ending October 27, 2012.

OPTION PERIODS REMAINING:

There is one option period for one year remaining.

SCOPE OF SERVICES:

Vendor shall license the PROGEN software, which includes the Task Catalogs for Construction, Survey, Geotechnical and two new catalogs to be created: the Roof Assessment Catalog and the Mechanical Testing Catalog. The Mechanical Testing Catalog will include chimney assessment, drain televising, structural load testing and electrical and plumbing equipment and systems assessment. All catalogs are referred to collectively as "Task Catalogs". In addition, Vendor shall provide the following services.

Program Support

1. Provide strategic guidance to the Board's Department of Facilities staff, Program Management, Design Manager, Construction Manager, design team, architect and/or others as applicable
2. Monitor program performance, as requested.
3. Integrate successful experiences from other agencies using JOC.
4. Identify and consult on major program issues.
5. Provide guidance and interpretation on procedures.
6. Assist with interpretation of the various Task Catalogs including:
 - a. Resolve Task Order Catalog issues; and
 - b. Manage revisions to the various Task Order Catalogs
7. Conduct annual on-site reviews of the JOC Program.
8. Prepare program evaluations, as requested.

Procurement & Document Maintenance Support (On-Site)

1. Provide assistance with modification to bid documents.
2. Conduct research to identify recurring use of non-prepriced tasks.
3. Coordinate preparation of updated Task Order Catalogs
4. Manage and coordinate preparation of updated Technical Specifications
5. Assist with bidding new JOC contracts.

Training Support

1. Prepare comprehensive JOC training Manual after each Contract award.
2. Conduct refresher training on procedures for current Owner (Board) and Contractor personnel
3. Conduct JOC procedures training for new Owner and Contractor personnel
4. Provide hands-on training for new Owners and Contractor personnel in the areas of:
 - a. Project scope development.
 - b. Joint scope meetings.
 - c. Project scope development.
 - d. Proposal development and preparation.
 - e. Proposal review and variance resolution.
5. Conduct PROGEN software training including:
 - a. Provide on-site PROGEN assistance for the Owner as needed or requested
 - b. Provide refresher training for current Owner and Contractor personnel
 - c. Provide on-site/Internet based training for new release of PROGEN
 - d. Provide on-site/Internet based training for all new Owner employees.
 - e. Provide Internet based training for new Contractor employees and new contractors

Software License, Maintenance and Support

1. Provide PROGEN software license and technical support, including:
 - a. Set-up PROGEN access for new Owner and Contractor personnel.
 - b. Set-up PROGEN access for new Contractors.
 - c. Provide system support in connection with PROGEN.
2. Provide all new releases of PROGEN software.
3. Write, test and finalize modifications to existing PROGEN report, as requested.
4. Write, test and finalize new PROGEN reports, as requested.
5. Provide toll free 24/7 telephone support for PROGEN software.

PROJECT MANAGEMENT (PM)/JOB ORDER PROCUREMENT SERVICES: Upon the Board's request, Vendor shall provide one or more of the following project management/job order procurement services based on hourly fees as listed in the agreement.

Project Management/Job Order Procurement Services

1. Determine if a project is an acceptable candidate for JOC.
2. Establish and create a project file at the inception of a project.
3. Conduct a Joint Scope Meeting with Owner staff, JOC Contractor(s), program manager, design

- manager, construction manager and architect or engineer, as applicable.
4. Define and document the Detailed Scope of Work appropriate for the work.
 5. Assist with resolving issues when project plans and actual conditions vary
 6. Obtain Owner approval of the Detailed Scope of Work.
 7. Assist with issuance of Request for Proposal to the JOC Contractor.
 8. Review and evaluate the Proposal submitted by the JOC Contractor
 9. Direct the JOC Contractor to revise the Proposal, as necessary.
 10. Finalize the Job Order amount with JOC Contractor.
 11. Review and approve all submissions by the JOC Contractor pertaining to the Job Order, including submittals, shop drawings, permits, etc.
 12. Obtain Owner authorization, approval and budget account information.

DELIVERABLES:

Vendor will continue to provide following:

1. Prepare program evaluation, as requested.
2. Provide CCI index calculations for new adjustment factors to the JOC contracts.
3. Conduct informational seminars for local groups, as requested.
4. Procurement and Documents Maintenance Support (Off-Site)
 - A. Develop and enhance the various Task Catalogs including
 - i) Maintain the integrity of the CSI numbering system;
 - ii) Improve task descriptions;
 - iii) Develop new tasks for recurring non-preprice tasks;
 - iv) Develop new tasks based on anticipated work that is to be performed; and
 - vii) Publish the various Task Catalogs for additional solicitations
 - B. Develop and enhance the Technical Specifications including:
 - i) Develop new specifications for recurring non-practices, standards and materials.
 - ii) Incorporate current construction practices, standards and materials, and
 - iii) Publish Technical Specifications for additional solicitations.

OUTCOMES:

Vendor's services will result in increased efficiency in the Board's implementation of the JOC Program and will assure accurate and reduced cost and high quality in the execution of the work under Job Order Contracts.

COMPENSATION:

Vendor shall be paid during this option period as follows: a license fee of 2.25% of the value of work ordered through the JOC Program; hourly rates for Services and Project Management Services as specified in the renewal agreement; a \$20,000 fee for the creation of two additional catalogs (the Roof Assessment Catalog and the Mechanical Testing Catalog); and, reimbursable project management expenses. The total maximum compensation for this option period, inclusive of any reimbursable project management expenses, shall not exceed \$1,125,000.

REIMBURSABLE EXPENSES:

If the Board requests project management services, Vendor shall be paid for the following reimbursable expenses: travel, lodging, car rental, mileage, and telephone. The cost of all reimbursable expenses is included in the total maximum compensation amount.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Based upon review of the vendor's compliance with the M/WBE goals, this contract is in compliance with the participation goals of 13.5% MBE and 2% WBE that are required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Service Contracts.

The vendor has identified the following firms and percentages:

Total MBE: 13.5%
Metro Chicago Development
8936 S. Richard
Evergreen Park, IL 60805
Contact: Dwayne Pierre-Antoine

Faster Messenger Service
329 W. 18th Street
Chicago, IL 60613
Contact: Pete Jimenez

Total WBE: .002%
Print Express
311 S. Wacker Drive
Chicago, IL 60606
Contact: Trupti Kudavia

Anchor Staffing, Inc.
9901 S. Western Avenue #206
Chicago, IL 60619
Contact: Joyce Johnson

Autumn Construction Services, Inc.
1400 E. Touhy #477
Des Plaines, Illinois 60018
Contact: Susan Nelson

Arrow Messenger Service, Inc.
1322 W. Walton
Chicago, Illinois 60642
Contact: Phyllis Apfelbaum

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Operations: \$1,125,000
12150-483-56310-252503-000000-2012-\$1,125,000

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0928-PR6

APPROVE PAYMENT TO MIDWEST MOVING AND STORAGE, HENRICKSEN AND COMPANY AND REO MOVERS FOR MOVING, INSTALLATION AND DELIVERY SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Henricksen and Company, Midwest Moving and Storage, and REO Movers who provided moving, installation, removal and delivery services to the Department of Operations for various schools and facilities of the Board of Education from June 8, 2011 to July 15, 2011 in the amount of \$445,775.65. These services were rendered without competitive bid or prior Board approval and all services have been completed.

VENDOR:

- 1) Vendor # 26291
HENRICKSEN & CO., INC.
1070 W. ARDMORE AVENUE
ITASCA, IL 60143
Francine Piehl-Iacovo
630 250-9090
- 2) Vendor # 38502
MIDWEST MOVING & STORAGE, INC
1255 TONNE ROAD
ELK GROVE VILLAGE, IL 60007
Luis A. Toledo
888 722-6683

- 3) Vendor # 39525
 REO MOVERS & VAN LINES, INC.
 7000 S. SOUTH CHICAGO AVE
 CHICAGO, IL 60637
 Theresa B. Hughes
 773 723-2100

USER INFORMATION:

Contact: 11860 - Facility Operations & Maintenance
 125 South Clark Street 16th Floor
 Chicago, IL 60603
 Taylor, Ms. Patricia L
 773-553-2960

SCOPE OF SERVICES:

Vendors provided moving, installation, removal and delivery services at Medill, Fulton/Elizabeth, Carpenter Elementary, Talcott Elementary, Peabody Elementary, Otis Elementary, Ogden/Truth Elementary, South Shore High School North, TAMS, Doolittle, Coleman and the CPS warehouse

DELIVERABLES:

Vendors provided moving, removal, installation and delivery services at various schools and facilities of Board of Education.

OUTCOMES:

Vendors' services resulted in relocations, installation and delivery at various schools and facilities of the Board of Education.

COMPENSATION:

Vendors shall be paid the following: Henricksen and Company shall be paid the lump sum of \$78,442.65 Midwest Moving and Storage shall be paid the lump sum of \$230,893.00 and REO Movers shall be paid the lump sum of \$136,440.00. The total amount payable to all vendors shall not exceed \$445,775.65 in the aggregate.

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Operations: \$445,775.65
 11880-115-54105-254002-000000-2012 - \$330,490.65
 11880-230-54105-254002-000000-2012 - \$115,285.00

CFDA#: Not Applicable

Vice President Ruiz abstained on Board Report 11-0928-PR6.

11-0928-PR7

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

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the award of Capital Improvement Program construction contracts in the total amount of \$64,500.17 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$311,077.00 as listed in Appendix B of this report. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$971,559.00 listed in Appendix C of this report. These construction contract changes are being submitted to the Board for approval prior to processing in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment in excess of \$50,000 or 10% of the original contract amount, whichever is less, or, as provided under Section 7-5 of the Rules, are necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property or to prevent interference with school sessions.

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

AFFIRMATIVE ACTION: The General Contracting Services Agreements entered into by each of the 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
will be used for all Change Orders (Appendix B & C); Funding source for new contracts is so indicated on Appendix A
Funding Source: Capital Funding

GENERAL CONDITIONS:

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

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

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

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

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

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Appendix A
September 2011

REG. SCHOOL	CONTRACTOR	WORK DESCRIPTION	CONTRACT AWARD	AWARD DATE	FISCAL YEAR	PROJECT COMPLETE	CIP BUDGET	FUND	CONTRACT #	PROJECT SCOPE AND NOTES	ANTICIPATED COMPLETE
1	Decatur School	JOC	\$ 64,500.17	8/12/2011	2011	\$ 75,626	\$ 76,886	482	2095-49	Purchase and install playground equipment and surfacing, as selected by Decatur School. The proposal also includes site preparation and miscellaneous site adjustments, including but not exclusive to tree relocation and irrigation adjustments. The project is funded by Grant (\$25,000), Asset (\$2,500), CIP (\$25,000) and the USOPFA (\$37,000)	9/30/2011
			\$ 84,500.17								
2	N/A		\$ -								
3	N/A		\$ -								
4			\$ -								
5	N/A		\$ -								
6	N/A		\$ -								
		AS WORK TOTAL	\$ 84,500.17								

REG.	SCHOOL	Affirmative Action			
		AA	H	A	WBE
1	N/A				
2	Decatur School	0	48	0	0
3	N/A				
4	N/A				
5	N/A				
6	N/A				

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

September Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
8/15/2011

School	Project Num	Contract Num	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF CON	TIME EXTN
Beard School	2011-30051-NPL	2163075	11-0727-PR10	1	GC	Miller	02	\$2,949	\$0	\$84,358	\$87,306	3.50%	0
Description >> Equipment installation added by Final SOW													
Reason >> Groundbreakers cannot feasibly install this equipment with their resources.													
Justification >> Owner Directed													
Chicago International Charter Larry Hawkins	2010-41011-CSP	1909850	10-0428-PR8	6	GC	Walsh Construction Company	3	\$13,359	\$242,526	\$3,258,000	\$3,513,885	7.85%	0
Description >> Provide changes required from the OTB set to the Construction set.													
Reason >> These costs are those derived from the changes between the OTB drawings and the issued for Construction drawings.													
Justification >> Error/Omission (AOR)													
Clements Academy	2011-51091-ADA	2103523	11-0126-PR2	2	GC	Chicago Commercial Contractors, LLC	1019	\$18,093	\$83,710	\$11,707,311	\$11,809,114	0.87%	0
Description >> Modify duct dimensions from 12"x12" to 14"x10"; Relocate ductwork to align with available beam opening. Drop exhaust duct below ceiling west of the beam and penetrate solid transom panel of existing doorway.													
Reason >> Enduse portion of exhaust duct below ceiling in gyp board on metal frame soffit.													
Reason >> New exhaust work from the Kitchen Room that connects to an existing riser has been discovered to be in conflict with the existing structure.													
Justification >> Discovered or Changed Conditions													
Cooper School	2011-22831-FAS	2123391	11-0525-PR5	3	GC	Wight Construction (Wight & Company)	s07	\$8,000	\$0	\$498,156	\$506,156	1.61%	0
Description >> Per RFI 14 and Bulletin 7, reroute generator conduits trench to avoid existing underground tank.													
Reason >> While excavating the trench for generator feeds, an underground tank was discovered. Conduits need to be rerouted to avoid removal of tank.													
Justification >> Discovered or Changed Conditions													
Crane Tech High School	2011-46081-CAR	2101581	11-0525-PR5	3	GC	CMM Group, Inc	SOW 1	(\$5,000)	\$0	\$413,000	\$408,000	-1.21%	0
Description >> Provide credit for not installing the owner supplied furniture in the new computer labs.													
Reason >> Furniture will be installed by the supplier.													
Justification >> Owner Directed													
Curie Metro High School	2011-53101-CAR	2128124	11-0622-PR10	4	GC	IHC Construction Companies, LLC	1005	\$23,758	\$0	\$1,110,671	\$1,134,429	2.14%	0
Description >> Provide additional AV conduits for TV studio lab.													
Reason >> Conduits and junction boxes were added to the layout.													
Justification >> Error/Omission (OCCP)													
Curie Metro High School	2011-53101-CAR	2128124	11-0622-PR10	4	GC	IHC Construction Companies, LLC	1006	\$14,148	\$0	\$1,110,671	\$1,124,819	1.27%	0
Description >> Provide additional MEP rough-in for equipment in culinary arts lab.													
Reason >> The purchased equipment for the culinary arts lab is different from what was specified, requiring additional/ different connections													
Justification >> Error/Omission (AOR)													
Curie Metro High School	2011-53101-CAR	2128124	11-0622-PR10	4	GC	IHC Construction Companies, LLC	1008	\$1,224	\$0	\$1,110,671	\$1,111,895	0.11%	0
Description >> Relocate sprinkler mains													
Reason >> During the installation of the new light fixtures on the new ceiling grid, sprinkler mains were discovered that are at an elevation which prohibits the installation of the new lights													
Justification >> Discovered or Changed Conditions													
Curie Metro High School	2011-53101-CAR	2128124	11-0622-PR10	4	GC	IHC Construction Companies, LLC	1009	\$795	\$0	\$1,110,671	\$1,111,468	0.07%	0
Description >> Provide additional tuckpointing in room 165 (TV Studio)													
Reason >> Upon removal of TV studio equipment & furniture masonry cracks were discovered in two walls													
Justification >> Discovered or Changed Conditions													

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

September Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
8/16/2011

School	Project Num	Contract Num	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF CON	TIME EXTN
Cune Metro High School	2011-53101-CAR	2128124	11-0622-PR10	4	GC	IHC Construction Companies, LLC	STBD5	\$1,758	\$0	\$1,110,671	\$1,112,429	0.16%	0
Description >> Relocate lighting relay panels. Remove disconnect. Remove hand dryer.													
Reason >> During demolition items were discovered that the lighting relay panels are hanging below the new ceiling and will require relocation. The school does not need the hand dryer in the graphic arts lab once renovation is complete.													
Justification >> Error/Omission (AOR)													
Cune Metro High School	2011-53101-CAR	2128124	11-0622-PR10	4	GC	IHC Construction Companies, LLC	STBD6	\$758	\$0	\$1,110,671	\$1,111,429	0.07%	0
Description >> Provide ceiling tile grid intersection caps at existing grid.													
Reason >> In rooms where the existing ceiling grid is to be left in place, there are cover plates that cover the intersections that are missing. The manufacturer of the grid is no longer in business.													
Justification >> Owner Directed													
Cune Metro High School	2011-53101-CAR	2128124	11-0622-PR10	4	GC	IHC Construction Companies, LLC	STBD7	\$6,411	\$0	\$1,110,671	\$1,117,082	0.56%	0
Description >> Provide additional power and data whip at computer tables.													
Reason >> The power and data feed for the new desks are designed to be fed from one end. An additional power and data whip are required to provide power to the other tables.													
Justification >> Error/Omission (AOR)													
Darwin School	2011-22881-ADA	2094882	11-0427-PR10	2	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1015	\$13,000	(\$18,590)	\$4,321,000	\$4,315,410	-0.13%	0
Description >> Remove existing carpet in rooms 127 and 217. Provide new VCT to match existing VCT in the annex building.													
Reason >> The existing carpet is extremely stained, severely lifting and duct taped together in several spots.													
Justification >> Owner Directed													
Darwin School	2011-22881-ADA	2094882	11-0427-PR10	2	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1016	\$32,000	(\$18,590)	\$4,321,000	\$4,334,410	0.31%	0
Description >> Remove and abate the existing VCT at the Unisex Toilet in the annex building. Remove existing underlayment in Room 002 and the new Unisex Toilet at the annex building. Provide new underlayment at Room 002 and the Unisex Toilet at the annex building.													
Reason >> The existing underlayment was removed to abate the VT and mastic. The mastic was embedded into the underlayment, therefore it also need to be removed and replaced to accommodate new VCT at Room 002 and new ceramic tile at the Unisex Toilet in the annex building.													
Justification >> Discovered or Changed Conditions													
Davis Academy	2010-26341-DEM	2029424	10-1117-PR4	5	GC	Chicago Commercial Contractors, LLC	DEM04	\$745	\$0	\$385,965	\$386,730	0.19%	0
Description >> Collection of soil samples and analysis for the constituents required by Waste Management to create a profile for their disposal at the CID facility from soil excavated at the site of the discovered UST.													
Reason >> Soil samples were required to be taken and analyzed to ensure proper disposal of soil excavated from site													
Justification >> Discovered or Changed Conditions													
Dulles School	2011-26141-NPL	2163088	11-0727-PR10	5	GC	Miller	01	\$2,168	\$0	\$124,157	\$126,325	1.75%	0
Description >> See layout added and concrete quantity increase from SOW issued at bid to final SOW issued by Groundbreakers.													
Reason >> In order to get GC out ahead of groundbreakers and reduce GB summer schedule see layout was completed by GC. Original SOW did not detail that concrete would be ordered in 4 loads vs 1 < 10 cy													
Justification >> Other													
Dunbar High School	2010-53021-CAR-1	1935150	10-0623-PR6	4	GC	Frieder Construction Co	cps2	(\$1,204)	\$43,413	\$1,628,000	\$1,670,209	2.59%	0
Description >> Credit remaining allowances in contract													
Reason >> Credit remaining allowances in contract.													
Justification >> Owner Directed													
Dvorak Academy	2011-28051-BLR	2112411	11-0525-PR5	3	GC	All-Bry Construction	1012	\$9,074	\$31,590	\$3,419,000	\$3,459,664	1.19%	0
Description >> Install new conduit and wiring to unit vents on the 1st floor classrooms													
Reason >> There is an obstruction in an existing conduit which prohibits the removal of the existing wire. Additionally, the scope calls to remove and re-install unit ventilators in rooms 105 and 107 however there were no existing unit ventilators. New conduit and wire will be required for the new equipment													
Justification >> Discovered or Changed Conditions													

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

September Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
8/15/2011

School	Project Num	Contract Num	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF CON	TIME EXTN
Farnsworth School	2011-23161-MCR	2112412	11-0525-PR5	1	GC	All-Bry Construction	004R	\$50,000	\$70,000	\$2,499,000	\$2,619,000	4.80%	0
Description >> Additional repairs to the boiler room parapet.													
Reason >> Inner wythe of wall is disintegrating and face brick at interior face has rotated out of plumb.													
Justification >> Discovered or Changed Conditions													
Farnsworth School	2011-23161-MCR	2112412	11-0525-PR5	1	GC	All-Bry Construction	008	\$8,000	\$70,000	\$2,499,000	\$2,577,000	3.12%	0
Description >> At two parapet locations indicated on attached plan, provide 4'-0" additional parapet replacement.													
Reason >> Additional parapet replacement is required such that new face brick and existing face may be brought into apparent alignment. Existing parapet wall is up to 2" out of plumb with the new wall.													
Justification >> Discovered or Changed Conditions													
Farnsworth School	2011-23161-MCR	2112412	11-0525-PR5	1	GC	All-Bry Construction	010	\$7,500	\$70,000	\$2,499,000	\$2,576,500	3.10%	0
Description >> At boys and girls rooms, replace (6) floor drains.													
Reason >> Rodding was unsuccessful in cleaning lines.													
Justification >> Discovered or Changed Conditions													
Graham School	2011-23391-UAF	2163330	11-0727-PR10	4	GC	Blinderman Construction Company	01	\$1,966	\$0	\$272,000	\$273,966	0.72%	0
Description >> Additional excavation at north concrete walk													
Reason >> GSG performed subgrade inspections for three areas. Findings at north sidewalk area requires overexcavation of 12", installation of filter fabric and CA-1.													
Justification >> Discovered or Changed Conditions													
Howe School	2011-23851-MCR	2125696	11-0622-PR10	2	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	MCR03	\$40,815	\$0	\$2,412,000	\$2,452,815	1.69%	0
Description >> Demo and remove concrete corridor ramp adjacent to the elevator. Remove VCT, concrete floor, compact new stone subbase, provide new concrete ramp, VCT, handrails, plaster patch and paint.													
Reason >> The existing floor and VCT are crowing due to subgrade settlement.													
Justification >> Owner Directed													
Jefferson T. School	2011-23941-ENC	2116190	11-0525-PR5	3	GC	Wight Construction (Wright & Company)	1010	\$2,769	\$0	\$815,796	\$818,566	0.34%	0
Description >> Demo existing beams													
Reason >> The steel beam were supporting a structurally unsound wall. The demolition was not included in the base scope as it was dependent on other base scope to expose and verify condition of underground piping. Upon verification that the condition of the piping was not being affected by the removal of the beams, the scope needs to be added to the project.													
Justification >> Discovered or Changed Conditions													
King High School	2010-46371-ROF	1920501	10-0526-PR3	4	GC	Blinderman Construction Company	1019	\$8,750	\$28,997	\$2,864,000	\$2,901,747	1.32%	0
Description >> Replace damaged pool vestibule ceiling and walls. Rework mechanical to remove condensation from above the ceiling.													
Reason >> The ceiling and walls have been damaged by condensatory moisture that developed above the ceiling over winter. The direction was given by the DM team.													
Justification >> Discovered or Changed Conditions													
Mitchell School	2011-24511-UAF	2163054	11-0727-PR10	2	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	03	\$4,179	\$0	\$452,101	\$456,280	0.92%	0
Description >> Existing lights on eastern poles were not per plans for re-wiring. Voltage requires additional wires to be pulled.													
Reason >> Existing light fixtures are different voltage than plans show. Requires additional wires pulled but less conduit.													
Justification >> Discovered or Changed Conditions													
Payton High School	2011-70020-MCR	2112413	11-0525-PR5	2	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	6	\$36,900	\$0	\$5,025,000	\$5,061,900	0.73%	0
Description >> Revisions to door hardware sets and the door schedule													
Reason >> Bulletin 2 was issued by STL in response to the Fire Prevention review for permit. Changes made were adding additional frames for fire rating and changing hardware to accommodate adding/deleting door closers.													
Justification >> Permit Review													

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

September Change Order Log
Changes Under \$50,000 and 10% (Cumulatively)

APPENDIX B
8/15/2011

School	Project Num	Contract Num	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF CON	TIME EXTN
Vaughn High School	2011-49081-SAC	2162947	11-0727-PR10	1	GC	Friedler Construction Co.	SAC01	\$8,162	\$0	\$548,800	\$556,962	1.49%	0
Description >> An existing 4" concrete slab of approximately 7,000 SF was discovered under the existing asphalt parking lot at Montrose Ave. Slab must be removed in its entirety in order to complete work in the parking area. Reason >> During site demolition to parking lot at north side of Montrose Ave, an existing 4" slab of approximately 7,000 SF was discovered below a portion of the existing asphalt parking lot. (RFI #09). Justification >> Discovered or Changed Conditions													
Total Change Orders:								\$311,077					

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

September Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)

APPENDIX C
8/15/2011

School	Project Num	Contract Num	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CD AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF CON	TIME EXTN
Amour School	2011-22061-ADA	2094883	11-0427-PR10	4	GC	Scale Construction, Inc.	14	\$208,908	\$0	\$3,060,598	\$3,269,506	6.83%	0
Description >> Demo existing concrete floor slab at lower level main building, excavate to 11" from finished floor, provide new granular fill, and provide new 5" concrete slab.													
Reason >> It was discovered during demolition activities that the existing floor slab is 1.5' - 3" throughout the lower level.													
Justification >> Discovered or Changed Conditions													
Burley School	2011-22421-NPL	2163079	11-0727-PR10	2	GC	Wight Construction (Wight & Company)	01	\$3,800	\$0	\$29,231	\$33,031	13.00%	0
Description >> Pricing to remove one light pole due to planned construction of running track (by school)													
Reason >> School is requesting pole be removed for their proposed running track (construction by others)													
Justification >> Owner Directed													
Carver Military Academy	2010-46381-PLS	2007911	10-0922-PR8	6	GC	Miller	17	\$8,727	\$139,560	\$589,000	\$737,288	25.18%	0
Description >> Repiping of the main drain valve; replacement of tiles at test sites and areas of epoxy injected sites.													
Reason >> The piping for the main drain valve is on the wrong side of the piping tee - designed incorrectly by Innovative Aquatic													
Justification >> Error/Omission (AOR)													
Danvers School	2011-22881-ADA	2094882	11-0427-PR10	2	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1014	\$158,088	(\$18,590)	\$4,321,000	\$4,460,498	3.23%	0
Description >> Demo existing playlot, equipment and fencing; Furnish and install new playlot and equipment on the west side of the school													
Reason >> Per CPS Standards.													
Justification >> Owner Directed													
Gage Park High School	2010-46141-PLS	2007890	10-0922-PR8	5	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	33	\$1,443	\$264,622	\$697,000	\$963,065	38.17%	0
Description >> Provide partition with 2" x 2" steel tube support for mounting grab bar in unisex toilet room to enable the appropriate ADA clearances to be met.													
Reason >> Configuration of the layout was modified due to the location of the existing sanitary lines. As a result the grab bar extended past the edge of wall. CPS ADA representative confirmed the partition added to support the grab bars will comply.													
Justification >> Discovered or Changed Conditions													
Gregory School	2010-23441-ROF-JOC	2009462	10-0922-PR8	3	GC	Miller	05	\$45,215	\$234,775	\$1,428,509	\$1,708,499	19.60%	0
Description >> Demolish, remove and install existing skylights.													
Reason >> Existing skylights are damaged, leaking and no longer serve a purpose. Recommend removing the skylights and install openings with new steel decking. Install new roofing as required.													
Justification >> Discovered or Changed Conditions													
Description >> Remove existing roof sheathing and sleepers at the south side of the SW hip roof where the storm lifted the sheathing and sleepers and provide 2X4 sleepers and 3/4" T&G plywood sheathing to match adjacent construction as described in Detail 6/S3.0 from Bulletin #12. Reattach seven (7) existing outlooks per detail 7/S3.0													
Reason >> We discovered that the same storm that damaged the roof also lifted and shifted an entire section of the SW hip roof. The damaged the deck and outlooks. All need to be removed and replaced.													
Justification >> Discovered or Changed Conditions													
Gregory School	2010-23441-ROF-JOC	2009462	10-0922-PR8	3	GC	Miller	06	\$77,510	\$234,775	\$1,428,509	\$1,740,793	21.86%	0
Description >> Repave and striping of the west lot of the parking lot and scope existing catch basin and provide report and DVD and adjust height of existing catch basin													
Reason >> We discovered a damaged catch basin that was sinking and caused further damage to the existing parking lot													
Justification >> Discovered or Changed Conditions													
Hanson Park School	2011-24481-BLR	2117080	11-0525-PR5	2	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	003	\$107,082	\$0	\$6,428,000	\$6,533,082	1.67%	0
Description >> 1.) removal and replacement of concrete walk and base at various locations. 2.) New catch basin and sewer piping south of the school. 3.) Provide new sod areas and ornamental fencing on south side of school. 4.)													
Reason >> Work was requested following CPS walkthrough													
Justification >> School Request													

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

September Change Order Log
Changes Over \$50,000 or 10% (Cumulatively)

APPENDIX C
8/15/2011

School	Project Num	Contract Num	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF CON	TIME EXTN
Hyde Park Academy	2010-46171-PLS	2007895	10-0922-PR8	5	GC	Friedler Construction Co.	28	\$34,652	\$361,245	\$1,000,302	\$1,396,199	39.58%	0
Description >> Remove and replace sump pump and cover and provide a small ejector basin; At existing main ejector pit, remove and replace (2) non-functioning pumps.													
Reason >> One ejector pump is not functioning, the other is at the end of its service life. The existing sump pump is not functioning and there is no floor drain at that end of the pump room.													
Justification >> Discovered or Changed Conditions													
Julian High School	2011-46401-MCR	2136321	11-0622-PR10	6	GC	Miller	02	\$85,088	\$0	\$3,487,700	\$3,572,788	2.44%	0
Description >> RTU-2, provide multi-zone head to match existing with hot/cold deck and (7) seven zones in lieu of single zone. Provide controls for each zone and tie into existing BAS.													
Reason >> Existing RTU has (7) seven zones. EOR did not design new RTU to work with existing setup.													
Justification >> Error/Omission (ADR)													
Mather High School	2007-1480-CSP	1726765	09-0624-PR8	1	GC	Tyler Lane Construction, Inc.	BUL157	\$63,129	\$2,719,145	\$27,189,127	\$29,971,401	10.23%	0
Description >> Provide removal and replacement of asphalt pavement and base and two (2) new catch basins and associated piping at driver's education parking lot.													
Reason >> Driver's education parking lot has ponding and deterioration issues that need to be resolved.													
Justification >> Owner Directed													
May Academy	2011-31171-MCR	2063631	11-0126-PR2	3	GC	Chicago Commercial Contractors, LLC	1002	\$53,154	\$0	\$141,015	\$194,169	37.69%	0
Description >> ALLOWANCE - Additional masonry work inside chimney.													
Reason >> There is additional deteriorated / missing brick on the inner wythe of the chimney than anticipated.													
Justification >> Discovered or Changed Conditions													
Phillips High School	2010-46261-CSP	1959521	10-0728-PR10	4	GC	Chicago Commercial Contractors, LLC	13	\$90,000	\$329,481	\$3,191,901	\$3,611,382	13.14%	0
Description >> Remove and replace spalled and failing plaster behind existing base removed for installation of new epoxy flooring cove base throughout corridor.													
Reason >> Upon removal of existing base, we discovered that majority of back-up is damaged and needs to be re-built to provide sufficient substrate for new epoxy cove base.													
Justification >> Discovered or Changed Conditions													
Simon High School	2011-53061-MEP	2116202	11-0525-PR5	5	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	2	\$34,782	\$224,596	\$555,000	\$814,378	46.73%	0
Description >> Combined Bulletin 1a and 1b, previously issued as two separate bulletins. This combines the revisions to the security grating, changes to ductwork, additional grille and support system for the masonry enclosure.													
Reason >> Revisions to the masonry enclosure for added security, structural changes for support and credit for ductwork revisions from oval to spiral													
Justification >> Owner Directed													

Total Change Orders: \$971,669

11-0928-PR8

**APPROVE EXTENDING AND AMENDING THE AGREEMENT WITH OMICRON TECHNOLOGIES FOR
SCHOOL KEY CARD SYSTEMS AND ASSOCIATED SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve extending the agreement with Omicron Technologies (Omicron or Vendor) for the purchase of software and support services for all schools at a cost for the extension period not to exceed \$1,000,000.00. This Board Report is also to approve amending the agreement to provide for one option to renew the agreement for a one-year term upon expiration of this extension period. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. A written extension agreement is currently being negotiated. No products or services shall be provided and no payment shall be made to vendor prior to the execution of the written extension agreement. The authority granted herein shall automatically rescind in the event a written extension agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this extension is stated below.

VENDOR:

- 1) Vendor # 22049
OMICRON TECHNOLOGIES
6348 N MILWAUKEE AVE., STE 328
CHICAGO, IL 60646
Lionel Rabb
1

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Dibartolo, Mr. Phillip Brian

773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #04-0922-PR9) in the amount of \$5,000,000.00 was for a term commencing October 1, 2004 and ending September 30, 2009 with the Board having two options to renew for one year terms. The agreement was renewed for a period commencing October 1, 2009 and ending September 30, 2010 (authorized by Board Report 09-0923-PR10). The agreement was further renewed for a period commencing October 1, 2010 and ending September 30, 2011 (authorized by Board Report 10-0922-PR10). The original agreement was awarded on a non-competitive basis.

EXTENSION PERIOD:

The term of this agreement is being extended for a one year period commencing October 1, 2011 and ending September 30, 2012.

OPTION PERIODS REMAINING:

There is one (1) option for a one year term remaining.

SCOPE OF SERVICES:

Omicron will continue to provide software, hardware and associated installation, configuration, warranty and maintenance services for elementary and high school student and staff IDs, high school student access to buildings, student debt tracking, textbook distribution and returns, student behavior and incident tracking, interventions logging, attendance and truancy monitoring, expulsion adjudication, safety and security planning and training and support services on an individual school and district office basis. Schools may purchase equipment and services at their option, up to \$25,000, via requisition to the Department of Procurement and Contracts, which will mail a purchase order to the vendor. School purchases over \$25,000.00 must be approved by the Chiefs of Schools.

DELIVERABLES:

During this extension period, Omicron will provide; delivery and maintenance of the following items:

ID Module: Module will capture and store student and staff photos, print student and staff ID badges, and temporary ID labels.

Building Access: Module will allow users to manage student access and attempted access; print temporary and permanent IDs; identify students as On-Time, School Tardy, Excluded (i.e. suspensions, expulsions, medical exclusions, etc.), Hall Loitering, Lunchroom Entrance scanning, and Special Events; allow users to view multiple scanners from a single computer; provide greater granularity in identifying a class list of classes to be screened from the IMPACT import; customize door swipe operations (i.e. visual and audible alerts); identify network addresses of remote scanners.

Student Finance Module: Module will manage and track student debts and purchases (i.e. activity fees, class fees, lost instructional materials, temporary IDs, etc.); assign and collect student payments for debts; assign student debts automatically (i.e. temporary IDs, lost books, etc.), individually (i.e. school lock, prom fee, etc.), or in batches (i.e. activity fee for all juniors, graduation fee for all seniors, etc.).

Textbook Module: Module will maintain inventory of textbooks by labeling each textbook and scanning them into the system for tracking; manage the issuance of textbooks to students and staff and the collection/recovery of issued textbooks; allow users to mark any textbook not returned by a certain date as lost and to automatically debt the student it was assigned to for the replacement cost.

Visitor Tracking Module: Module will manage, monitor, and track the flow of human traffic entering/exiting CPS buildings.

Discipline Module: Module will assign, manage, and track discipline, and the assigning and serving of detentions and parent conferences; manage discipline options (i.e. add/remove local conditions for automated detention assignments, set specific times and dates when a detention should be served, etc.); modify/update student discipline records (i.e. change pending detention to served, waived, or voided); send out automatic notifications to school personnel, students and parents; provide customizable rules, alerts, and reports; interface with external applications/systems.

- * **SCC Module:** Create and generate student code of conduct (SCC) suspension referrals along with escalation reporting process.

- * **Behavior Analytics:** View and interface area for administrators, deans, Office of School Safety and Security staff to monitor and report on data district-wide, area, local school and to the individual student level. Includes resulting risk level calculations based on inputs and configurations throughout Verify Net.

- * **Expulsion Module:** Track and aggregate all data from discipline history for a student while presenting the needed reports and formats for expulsion process.

- * **Security Guard Module:** Entry screen for security guards user to refer a student to a Dean for potential further action.

- * **Teacher Classroom Module:** Entry screen for teachers to refer a student to a Dean for potential further action.

- * **Mobile Discipline Module:** Mobile software for security guards to capture data on a mobile device to refer to a Dean for further potential action.

- * **Data Analytics Module:** Reporting and aggregation system for metrics inside of Verify Net. Supports and generates information for Verify.Net /Behavior Analytics Dashboards and reports

Verify.Net Data Analytics Module: Module will track response tactics and follow-up action items, provide customizable alerts and reports; track key performance indicators (KPIs); interface with external applications/systems including the Verify.Net Bully Tracking System, and Camera Feeds/Sources from City and sister agencies.

Additional services to be provided include: Optional equipment, supplies, and services to successfully run the above Verify.Net application modules including but not limited to: Hard-Card Printers, ID Camera, Barcode Scanners, Printers, Mobile Solutions, Software Licensing, Training Services, Card Printing Services, Turnstiles, Badge Readers, Receipt Paper, ID Equipment, including Green products (i.e. ID labels, Bio PVC ID hard-cards, lanyards, printer ribbon, etc.)

OUTCOMES:

Omicron's services will continue to result in the successful implementation and operation of the district's school ID systems, and new student behavior modules including its seamless integration with aspects of the IMPACT student information system. Specific outcome areas include:

District Office Access: District Office personnel can access Verify.Net system data for a local school, area or entire district. Departments such as Safety and Security can view information for any particular student, such as: student pictures, detention history, and counseling case notes that in the past were only available at the local school level.

District Wide Reporting: Reports and views can be created to show the number of IDs printed citywide, the number of student bus passes sold, or the average student debt, etc. Network offices can view aggregate information for schools within their area or drill down to the individual student level for a particular school.

Uniform Business Rules: Provide the engine to support new business rules and policies, such as the possibility for district-wide setting of the number of cuts to incur a detention, or the cost for a student bus pass, can be enforced centrally.

Centralized Monitoring and Alerts: Real-time dashboard allows for the viewing of key metrics and performance across the entire district, areas, or individual schools, such as metrics based on student cuts (only accessible to schools using the Building Access Module).

Eliminate the need for dual entry of Student Code of Conduct Violations: Provide a student behavior framework that incorporates both SCC and Risk Management incident reporting.

Support full life cycle of Expulsion Adjudication electronically: Provide functionality that supplants existing manual mechanisms and spreadsheets used to log the various points of the expulsion process.

Inform Safety and Security and Culture of Calm programs: Provide school and network level monitoring based on key student attendance and behavior data points.

COMPENSATION:

Omicron shall be paid during this extension period in accordance with the pricing set forth in the written extension agreement; total compensation for the extension period not to exceed \$1,000,000.00.

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 the Chief Information Officer to execute all ancillary documents required to administer or effectuate this extension agreement.

AFFIRMATIVE ACTION:

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

The vendor has identified and scheduled the following independent consultants:

Total MBE - 15%

Juan Aramburu
4937 N Meade Ave.
Chicago, IL 60630

Total WBE - 5%

Carolyn Rodgers
5820 N. Kenmore Ave. Apt. 507
Chicago, IL 60660

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to various schools and departments. Fiscal Year 2012-2013
Budget Classification: 5320-Supplies; 5730-Equipment; 5470-Services/Repair Contracts, 54125
Professional technical services, 53306 - Software

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).

11-0928-PR9

RATIFY EXTENDING THE AGREEMENT WITH SCHOOLNET, INC. FOR THE PURCHASE OF STUDENT INFORMATION INSTRUCTIONAL MANAGEMENT SOFTWARE MAINTENANCE AND SUPPORT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION.

Ratify extending the agreement with Schoolnet, Inc. for instructional management system maintenance and support services for the Department of Information and Technology Services at a cost not to exceed \$800,000. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. A written extension agreement is currently being negotiated. No payment shall be made to vendor prior to the execution of the written extension agreement. The authority granted herein shall automatically rescind in the event a written extension agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this extension is stated below.

VENDOR:

- 1) Vendor # 37402
SCHOOLNET, INC
525 7TH AVE, 4TH FLR
NEW YORK, NY 10018
Andy Brenner
646 496-9002

USER INFORMATION:

Project
Manager: 12510 - Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603
Dibartolo, Mr. Phillip Brian
773-553-1300

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 07-0627-PR14) in the amount of \$3,977,685.00 was for a term commencing August 1, 2007 and ending on July 31, 2010. The agreement was amended (authorized by Board Report 08-0602-PR19 and 09-0225-PR6) to increase compensation and scope. The original agreement was extended (authorized by Board Report 10-0728-PR11) for a term commencing August 1, 2010 and ending July 31, 2011.

EXTENSION PERIOD: The term of this agreement is being extended for a one-year period commencing on August 1, 2011 and ending July 31, 2012.

USE OF SOFTWARE: Schoolnet, Inc. will provide maintenance and support for this perpetually licensed software, which consists of program corrections and upgrades, as the same become available to Schoolnet's customers, during this extension term as long as the Board's annual maintenance fee is current.

SCOPE OF SERVICES: Schoolnet, Inc. shall provide software maintenance and support, data services, interim assessment support, and project quality assurance, and associated maintenance for the extension term. Schoolnet, Inc. will develop the Active Directory Integration Module, and deliver the self-hosted Assess Module. Schoolnet, Inc. will populate the Data Mart with CRBA, CMBA, EXPLORE, PLAN, PSAE Highest and DIBELS data. SchoolNet will support CPS in their efforts to load curriculum and standards. Schoolnet, Inc. shall also provide product configuration, including KPI configuration. SchoolNet will provide mentoring and training opportunities to ensure technical and product knowledge transfer over the scope of the engagement.

Schoolnet, Inc. shall provide the Board with the means to enter/import (or have entered on the Board's behalf) the Board's student data through the Licensed Software. The Schoolnet, Inc. import feature will not modify the content of imported data in any way. All right, title and interest in and to such data shall at all times remain the property of the Board. Schoolnet, Inc. shall have the right to use the Board's data (i) to provide the Board with the Services (ii) to assess and compare the use of the Licensed Software by various individual schools within the Board for the purpose of auditing the standard functionality of the Licensed Software and (iii) to improve the Licensed Software. In its use of the Board's data, SchoolNet will not use or disclose any personal information particular to any student.

DELIVERABLES:

Schoolnet, Inc. will provide updates to licensed software to the Board, and will also provide program corrections and upgrades during the term of the agreement, on magnetic tape, CD, email attachment, via downloadable File Transport Protocol (FTP), or the then current method of software delivery. Schoolnet, Inc. will also provide: Interim Assessment support for ETS Item Bank; Active Directory Authorization Module Teacher Tools to promote ease of use; ASSESS self-hosting; Technical Knowledge Transfer, Curriculum and Standards support; KPI Configuration; Marketing Communication; Project Quality Assurance, Assessment scanning solution; and, Database architecture and Microsoft analysis training.

OUTCOMES:

The SIS software programs will further automate the Board's student information system applications program which will result in the Board being more efficient and effective in managing student information systems. The SIS software will enhance the Board's ability to effectively educate students.

COMPENSATION:

Schoolnet, Inc. shall be paid as set forth in the extension agreement; total compensation not to exceed the sum of \$800,000.00.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include 35% total MBE and 5% total WBE. However, the Waiver Review Committee recommends that a full waiver of the M/WBE participation goals for this contract as required by the Remedial Program be granted because the scope of service is not further divisible

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Information & Technology Services: \$800,000.00

12540-230-53306-009573-000000-2012

\$800,000.00

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0928-PR10

**APPROVE PAYMENT TO DENNIS CHACONAS AND JIM HENDERSON FOR BENCHMARKING
CONSULTING SERVICES TO ALL AREA 19 HIGH SCHOOLS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Dennis Chaconas and Jim Henderson who provided consulting services to Area 19 High Schools from April 1, 2011 to July 31, 2011 at a total cost per vendor of \$56,000. The aggregate amount for both vendors shall not exceed \$112,000.00, of which \$49,700.00 has been paid. The balance remaining to be paid is \$62,300.00. These services were rendered without prior Board approval and all services have been completed. Vendors were selected on a non-competitive basis.

VENDOR:

- 1) Vendor # 97141
CHACONAS, DENNIS
836 GROSVENOR PLACE
OAKLAND, CA 94610
Dennis Chaconas
510 301-4782
- 2) Vendor # 98234
HENDERSON, JIM
1489 VIA DON JOSE
ALAMO, CA 94507
Jim Henderson
415 559-7615

USER INFORMATION :

Contact:

05191 - Area High School Instructional Office 19
6323 North Avondale 228
Chicago, IL 60631

Craven, Miss Akeshia Elaine

773 534-1100

SCOPE OF SERVICES:

Vendors collaborated with Area 19 coaching staff, principals and teachers to develop a comprehensive benchmarking system aligned to the Common Core State Standards (CCSS). With Area 19 staff, Vendors developed a professional development series for 9th grade teachers in mathematics and English/Language Arts to build their knowledge of the CCSS, backward mapping, developing standards-aligned assessments and performance tasks, and delivering standards-aligned instruction. With the Area 19 Chief Area Officer, Vendors supported Principals in leading benchmarking systems in their schools.

The comprehensive benchmarking system that was developed includes the following elements

Clear Benchmarks

Written in consistent "I Can" language at all levels of the system and across all content areas. Teacher Developed and aligned with the state standards.

Aligned Assessments

Aligned with the benchmarks being taught.
Incorporated into the instructional process.

System of Facilitated Development and Support for Teachers

One on one and small group coaching support to teachers to refine their instructional skills toward increasing the level of rigor for all students in order to meet the benchmarks. Convening groups of teachers regularly to share the learning (learn from each others work). These groups should be provided facilitative support.

System for additional learning time and opportunity to make-up missed benchmarks

Support schools to identify strategies and resources for outside of classroom opportunities

Grading System

Consistent grading system based on the number of benchmarks attained. An A, B, C, I system of grading is used to ensure that students are expected to attain a minimal level of proficiency.

Common Language & Look

Consistent benchmarking model/system across disciplines within a school and across schools within the Area.

Instructional Coach and Curriculum Specialist Knowledge & Advocacy

Professional development for Coaches and Specialists to ensure they have a level of fluency in benchmarks.

DELIVERABLES:

Vendors delivered the following:

- A professional development series designed to build teacher capacity to articulate benchmarks from CCSS and create aligned assessment items;
- A set of benchmarks, articulated from the CCSS that define the standards and scope of Algebra I and English I;
- 4-5 assessment items/performance tasks aligned to each individual benchmark for semester I in both Algebra I and English I;
- Scoring rubrics for each assessment item/performance task; and
- Models for a standards-based grading system that includes A, B, C, Incomplete grading that is a function of percentage of benchmarks mastered, and leverages summer school as an extended learning opportunity to complete benchmarks.

OUTCOMES:

By Fall 2011, each Area 19 high school will be prepared to replace its current Algebra I and English I courses with the teacher-developed benchmarking system. What is taught in each Algebra I and English I classroom in Area 19 schools will be determined by the benchmarks. How students are assessed in each Algebra I and English I classroom in Area 19 schools will be solely determined by the associated performance tasks.

COMPENSATION:

Dennis Chaconas shall be paid an amount not to exceed \$56,000.00; partial payment of \$24,900.00 has been made, the balance remaining is \$31,100.00.

Jim Henderson shall be paid an amount not to exceed \$56,000.00; partial payment of \$24,800.00 has been made, the balance remaining is \$31,200.00.

The total compensation to both Vendors shall not exceed \$112,000.00.

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council is not applicable to this report

FINANCIAL:

Charge to Area High School Instructional Office: \$112,000 Fiscal Year 2010 - 2011
 Budget Classification: 05191-331-54125-221067-430101
 Source of Funds: Title I-ARRA

Purchase Order Numbers: 2160289 and 2160295 - \$62,300
 Purchase Order Numbers: 2136032, 215529, 2152579, 2136032 - \$49,700
 All ARRA funds must be liquidated by October 31, 2011.

CFDA#: Not Applicable

11-0928-PR11

**RATIFY ENTERING INTO AN AGREEMENT WITH THE UNIVERSITY OF WISCONSIN-MADISON,
 WISCONSIN CENTER FOR EDUCATION RESEARCH FOR CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify entering into an agreement with the University of Wisconsin-Madison, Wisconsin Center for Education Research (WCER) for consulting services for the Chief Instructional Office at a cost to the Board not to exceed \$328,803. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. WCER has received \$100,000 through a grant from the Joyce Foundation which will be used to support this project. Services provided to date have been paid by WCER using Joyce Foundation grant funds, the Board has not incurred any financial obligation during this period. A written agreement is currently being negotiated. No payment by the Board shall be made to vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this agreement is stated below.

CONSULTANT: Wisconsin Center for Education Research

School of Education
 University of Wisconsin-Madison
 1025 W. Johnson Street, Suite 785
 Madison, Wisconsin 53706
 (608) 263-4200
 Vendor # 17097

USER:

Chief Instructional Office
 125 S. Clark Street, 5th Floor
 Chicago, Illinois 60603
 Jennifer Cheatham, Chief Instructional Officer
 (773) 553-1500

TERM: The term of this agreement shall commence on July 1, 2011 and shall end December 31, 2012. This agreement shall have 2 options to renew for periods of 1 year each.

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

SCOPE OF SERVICES: WCER will compute a set of value-added measures for CPS based on student assessment data. This includes the calculation of the school-level ISAT value-added measures in reading and mathematics, which are used in CPS accountability, including the School Performance, Remediation and Probation Policy. In addition, WCER will compute other measures as listed below in the Deliverables section, create reports, give presentations, and provide technical documentation to improve CPS understanding of the measures and their application; and implement the Student-Teacher Verification System (STVS) to determine the accuracy of student-to-teacher linkages in CPS data systems.

DELIVERABLES: WCER will provide the following:

- Data files containing value-added measures in reading and mathematics for the ISAT assessment at the classroom, grade, school, subgroup, and network levels.
- Data files containing value-added measures based on interim assessments at the classroom, grade, school, subgroup and network levels.
- Data files containing student-level gains for all value-added measures computed
- Reports for each of the value-added measures in a format to be agreed upon by CPS and WCER
- Technical documentation of all models produced.
- Software, training, and technical support for the Student-Teacher Verification System (STVS) and a perpetual license for the STVS software developed for CPS.
- Other related analysis of student academic growth data as requested by CPS.

OUTCOMES: Consultant's services will result in the Board having a better understanding of the patterns of academic growth among CPS students at various levels of analysis. This understanding will be valuable in identifying schools, classrooms, and networks with average, above-average, or below-average levels of student academic growth from one year to the next and over time.

COMPENSATION: Consultant shall be paid as specified in the agreement; the total cost to the Board shall not exceed the sum of \$328,803. WCER will utilize \$100,000 in funding from the Joyce Foundation for the balance of costs in the proposed scope of work.

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 Instructional 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, MBE/WBE provisions of the Program do not apply to universities. This agreement is exempt from MBE/WBE review.

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

FINANCIAL: Charge to Office of Human Capital: \$328,803
Fiscal Years: 2011-2012 and 2012-2013
Budget Classification: 11010-325-54105-264220-542128
Source of Funds: CPS TIF Grant
Requisition Number: TBD

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).

11-0928-PR12

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH ALICIA NARVAEZ

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with Alicia Narvaez to provide consulting services to the Office of Early Childhood Education at a cost for the option period not to exceed \$63,787.50 and approve amending the original agreement to delete the remaining option to renew. This contract is funded in full by program revenue generated through national licensing agreements negotiated with school districts across the nation. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 42482
ALICIA NARVAEZ
11400 FAIRWAY DRIVE
RESTON, VA 20190
ALICIA NARVAEZ
773 680-6094

USER INFORMATION :

Contact:
11360 - Early Childhood Development

125 South Clark Street 9th Floor

Chicago, IL 60603

Cottone, Miss Paula Anne

773-553-2010

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 07-1024-PR13) in the amount of \$255,150.00 is for a term commencing November 1, 2007 and ending October 31, 2009 with the Board having three (3) options to renew for periods of two years each. The cost of each renewal shall not exceed a 5% increase over the previous years' cost. This agreement was renewed by Board Report 09-0923-PR13 for a term commencing November 1, 2009 and ending October 31, 2011. The original agreement was awarded on a non-competitive basis because of Consultant's former experience as the Virtual Pre-K developer and director for the Chicago Public Schools.

OPTION PERIOD:

The term of this agreement is being extended for six months commencing November 1, 2011 and ending April 30, 2012.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Consultant will continue to provide ongoing implementation support to Chicago Public Schools with matters including, but not limited to, technical and programmatic support of the Virtual Pre-K (VPK) and Virtual K (VK) programs for the Chicago Public Schools and National Partners. Consultant will continue to provide marketing and promotional services for the continued growth and expansion of the Virtual Pre-K Network, with the goal of generating funds to continue program implementation in the Chicago Public Schools. Consultant will continue to coordinate production of program-related materials.

DELIVERABLES:

Consultant will continue to deliver the following: Program management for CPS, weekly programmatic meetings with CPS VPK/VK staff via telephone, monthly status reports to the Office of Early Childhood Education Chief and Deputy Chief Officers, site visits to CPS, coordination of printed and multimedia materials including the PBS VPK and VK Math resources, oversight of the PBS Ready to Learn grant with the U.S. Department of Education and development of a business partnership with PBS, and facilitate an annual National Network video conference in March.

OUTCOMES:

Consultant's services will result in 1) continuation of high quality program support to CPS staff, teachers and parents with developmentally-appropriate, bilingual resources, and 2) expansion of National Network to financially support local program implementation.

COMPENSATION:

Consultant shall be paid as follows: 3 equal installments during the renewal term (\$21,262.50), payable January 1, March 1, and April 30 upon invoicing. Total compensation for the renewal term is not to exceed \$63,787.50.

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 Early Childhood Education Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

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

The Vendor has scheduled the following firms:

Total MBE - 95%
Alicia Narvaez
11400 Fairway Drive
Reston, VA 20190 773.680.6094

Total WBE - 5%
Hallagan Office Supply
6854 W. North Ave.
Chicago, IL 60607
Contact: Joan Hallagan

The Travel Gallery
6645 N. Oliphant Ave., #A
Chicago, IL 60631
Contact: Kathy Green-Seiwart

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of Early Childhood Education: \$63,787.50

Budget Classification:

Fiscal Year: 2012 11385-124-54125-110004-904003 \$ 38,787.50 (National Network)
11385-324-54125-119027-510475 \$ 25,000 (Ready to Learn)

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).

11-0928-PR13

**APPROVE ENTERING INTO AN AGREEMENT WITH BLUECROSS BLUESHIELD OF ILLINOIS FOR
HMO HEALTH CARE ADMINISTRATION SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with BlueCross BlueShield of Illinois, a division of Health Care Services Corporation, to provide administrative services including network access, claims administration, medical management oversight, and a health maintenance organization for the Board's self-funded medical plan, to the Office of Human Capital at a total cost not to exceed \$16,270,380 not including payments for hospital, medical, physician, clinical, and other healthcare costs. BlueCross BlueShield of Illinois was selected on a competitive basis pursuant to Board Rule 7-2 (Specification No: 11-250020). A written agreement for vendor's services is currently being negotiated. No services shall be provided by vendor and no payment shall be made to vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 11-250020

Contract Administrator : Seanior, Miss Pamela Dorcas / 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
Cary Goldstein
312 653-4581

312-653-4475

USER INFORMATION :

Contact:

11010 - Office of Human Capital
125 S Clark St - 2nd Floor
Chicago, IL 60603
Moyer, Mr. Dale Michael
773-553-1070

TERM:

The term of this agreement shall commence on January 1, 2012 and shall end December 31, 2014. This agreement shall have two (2) options to renew for periods of 12 months each at a cost not to exceed \$5,974,353.00 for the first option period and \$6,273,070.65 for the second option period

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

BlueCross BlueShield of Illinois will provide administrative services including network access, claims administration, medical management oversight, and a health maintenance organization for the Board's self-funded health plan.

DELIVERABLES:

BlueCross BlueShield of Illinois will provide network access to a network of medical providers, and a prepaid health maintenance organization, including monthly experience reports

OUTCOMES:

BlueCross BlueShield of Illinois will result in comprehensive and affordable HMO healthcare for the Board's self-insured medical program for Chicago Public Schools employees.

COMPENSATION:

BlueCross BlueShield of Illinois will be paid according to the fees set forth in the written agreement, total for the term not to exceed the sum of \$16,270,380.00.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

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

The Vendor has identified and scheduled the following:

Total MBE - 35%

A&R Janitorial
5234 West 25th Street
Cicero, Illinois 60804

Sayers 40
825 Corporate Woods Parkway
Vernon Hills, Illinois 60061

Innovative Systems Group
799 Roosevelt Road, Building 4 - Suite 109
Glen Ellyn, Illinois 60137

Total WBE - 5%

Perez And Associates, Inc.
13930 S. Kildare
Crestwood, Illinois 60445

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Budget Classification: Charge to all sundry units, all operating funds, sundry programs, hospital Insurance (account 57305)
FY 2012 - \$2,580,750.00
FY 2013 - \$5,290,260.00
FY 2014 - \$5,554,440.00
FY 2015 - \$2,844,930.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

Vice President Ruiz abstained on Board Report 11-0928-PR13.

11-0928-PR14

APPROVE ENTERING INTO AN AGREEMENT WITH UNITED HEALTHCARE SERVICES, INC. TO PROVIDE HMO (EXCLUSIVE PROVIDER ORGANIZATION) ADMINISTRATIVE SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with United HealthCare Services, Inc. to provide administrative services including network access, claims administration, utilization review, medical management oversight, and an HMO (exclusive provider organization) for the Board's self-funded health plan, to the Office of Human Capital at a total cost not to exceed \$4,226,460.00, not including payments for hospital, medical, physician, clinical, and other healthcare costs. United HealthCare Services was selected on a competitive basis pursuant to Board Rule 7-2 (Specification No: 11-250020). A written agreement for vendor's services is currently being negotiated. No services shall be provided by vendor and no payment shall be made to vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 11-250020

Contract Administrator : Seanior, Miss Pamela Dorcas / 773-553-2280

VENDOR:

- 1) Vendor # 59915
UNITED HEALTHCARE SERVICES INC.
233 NORTH MICHIGAN AVE.
CHICAGO, IL 60601
Cary Goldstein
312 424-4880

USER INFORMATION :

Contact: 11010 - Office of Human Capital
125 S Clark St - 2nd Floor
Chicago, IL 60603
Moyer, Mr. Dale Michael
773-553-1070

TERM:

The term of this agreement shall commence on January 1, 2012 and shall end December 31, 2014. This agreement shall have two (2) options to renew for periods of 12 months each, at a cost not to exceed \$1,551,879.00 for the first option and \$1,629,472.95 for the second option.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

United HealthCare Services, Inc. will provide administrative services including network access, claims administration, medical management oversight, and an HMO (exclusive provider organization) for the Board's self-insured health plan.

DELIVERABLES:

United HealthCare Services, Inc. will provide network access to a network of medical providers, claims administration, and monthly experience reports.

OUTCOMES:

Health care plan administration provided by United HealthCare Services, Inc. will result in comprehensive, quality, and affordable healthcare coverage for enrolled Chicago Public School employees.

COMPENSATION:

United HealthCare Services, Inc. will be paid according to the fees set forth in the written agreement, total for the original term not to exceed the sum of \$4,226,460.00.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

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

The Vendor has identified and scheduled the following:

Total MBE - 25%

411 Computers, Inc.
6160 South East Avenue, Suite 300
LaGrange, Illinois 60525

Merchandise Distributors, Inc.
4141 North Rockwell, Unit N
Chicago, Illinois 60618

The Blackstone Group
360 North Michigan Avenue, 15th Floor
Chicago, Illinois 60601

Total WBE - 5%

Hernandez & Garcia LLC
7366 North Lincoln Avenue, Suite 201
Lincolnwood, Illinois 60712

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Budget Classification: Charge to sundry units, all operating funds, sundry programs, hospital Insurance (Account 57305)

FY 2012 - \$670,320

FY 2013 - \$1,374,240

FY 2014 - \$1,442,910

FY 2015 - \$738,990

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

Vice President Ruiz abstained on Board Report 11-0928-PR14.

11-0928-PR15

FINAL

RATIFY ENTERING INTO AN AGREEMENT WITH NEW HOPE COMMUNITY SERVICE CENTER FOR SCHOOL COMMUNITY WATCH SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify entering into an agreement with New Hope Community Service Center to provide School Community Watch Services for the West Englewood Community - Harper High School, at a total cost not to exceed \$533,240. These services were obtained without prior Board approval. Vendor was selected on a non-competitive basis: two qualified vendors were offered the contract but declined due to lack of capacity and lack of familiarity with the West Englewood Community. New Hope is currently contracted to provide the same services at Gage Park High School which is close in proximity to West Englewood. A written agreement for Vendor's services is currently being negotiated. No payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR:

- 1) Vendor # 29032
NEW HOPE COMMUNITY SERVICE
CENTER
2559 WEST 79TH STREET
CHICAGO, IL 60652
Brenda Golden
773 737-9555

USER INFORMATION :

Contact:
10610 - Office of School Safety and Security

125 S Clark St - 1st Floor

Chicago, IL 60603

Bryant, Mr. Vaughn Derrick

773-553-1167

TERM:

The term of this agreement shall commence on August 8, 2011 and shall end July 31, 2012. The Board shall have no options to renew this agreement.

SCOPE OF SERVICES:

The Board conducted a thorough assessment of the violence-related risks posed to CPS high school students both inside and outside the school. In response to data-based research and community discussions, the Board is executing a safety and security strategy designed to focus resources on two ultimate goals:

1. Reduce the likelihood that high-risk Chicago Public School students will become victims of violent incidents; and
2. Create a safe, secure, and supportive school environment to increase student attendance and improve academic performance.

To achieve these goals, the Board has outlined the following three initiatives:

1. Mentorship and advocacy for high school students at risk of engaging in or becoming victims of aggressive behavior, truancy, suspension, and expulsion;
2. Development of a safe school environment that contributes to a student excelling academically, and
3. Creation of safe passages to provide safe arrival and dismissal times.

Vendor's services will support the third initiative. Vendor will deploy community watch staff (Community Watchers or Watchers) throughout the Board-designated safety routes to supervise students traveling to and from school grounds. Such supervision will occur during school arrival and dismissal. Such supervision will vary depending on the individual school's arrival and dismissal times.

DELIVERABLES:

Vendor will provide Community Watchers whose duties shall consist of 1) Reporting to daily assigned posts to assist students in traveling to and from school grounds; 2) Monitoring designated hot spots for suspicious behavior and potential conflicts; 3) Collaborating with the CPD and CPS and reporting any known or potential conflicts to CPD and CPS; 4) Submitting a daily electronic incident report as well as a weekly electronic report which will include the number and description of incidents, responses to incidents, a list and description of troubled buildings, and an explanation of potential conflicts the Community Watchers suspect will occur in the near future; and 5) Wearing a uniform and/or having official identification that clearly identifies their status as Community Watchers.

OUTCOMES:

Vendor's services will result in 1) increased attendance, 2) decreased violent incidents involving CPS students, and 3) increased student perception of safety traveling to and from school.

COMPENSATION:

Vendor shall be paid as specified in their agreement; total compensation shall not exceed the sum of \$533,240.

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 Office or the School Safety and Security Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The original vendors were approved under Board Report Number 10-0623-PR37. The overall MBE/WBE requirements were set at 40% total MBE and 10% total WBE participation. Vendor shall be bound by the same MBE/WBE requirements as the other awarded vendors providing School Community Watch Services to the District.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Office of School Safety and Security
 Source of Funds: Title I Federal Grant and General Education
 Budget Classification:
 10615.332.54125.254605.430126 - \$408,240
 Charge to: Office of Student Support and Engagement
 Source of Funds: U.S. Department of Education Grant (PASS - Pathways to Student Success)
 Budget Classification:
 10615-324-54125-254605-511241 - \$125,000

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0928-PR16

**APPROVE THE ASSIGNMENT AND ASSUMPTION OF THE CENTER FOR NEIGHBORHOOD
ENTERPRISE CONTRACT TO K.L.E.O. COMMUNITY FAMILY LIFE CENTER**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the assignment and assumption of the Center for Neighborhood Enterprise contract to its subcontractor, K.L.E.O. Community Family Life Center effective upon execution of the assignment and assumption agreement. The original contract for student mentorship and advocacy services was awarded under Board Report No. 10-0623-PR39 on a competitive basis pursuant to Board Rules 7-2. The original contract was for a term commencing August 27, 2010 and ending August 1, 2011 with the parties having two (2) options to renew for periods of six (6) months each. The parties exercised the both options to renew for a term commencing August 2, 2011 and ending August 1, 2012 (authorized by Board Report No. 11-0727-PR22).

Under the original contract, Center for Neighborhood Enterprise provided training and fiscal management, while its subcontractor, K.L.E.O. Community Family Life Center, provided the student mentorship and advocacy services. K.L.E.O Community Family Life Center has now been fully trained and no longer requires the training services of Center for Neighborhood Enterprise. A written assignment and assumption agreement to assign the renewed contract is currently being prepared. No payment for the assigned contractual services shall be made to K.L.E.O Community Family Life Center prior to the execution of the assignment and assumption agreement. Information pertinent to this assignment is stated below.

ASSIGNEE: K.L.E.O Community Family Life Center 119 E. Garfield Blvd. Chicago, IL 60637 Contact: Torrey Barrett Executive Director Telephone No.: (708) 878-2423 Vendor No: 63150	ASSIGNOR: Center for Neighborhood Enterprise 1625 K Street NW, Suite 1200 Washington, DC 20006 Contact: Kwame Johnson Telephone No: (202) 518-6500 Vendor No: 96849
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USER: Office of School Safety and Security
 125 South Clark Street, 15th Floor
 Chicago, Illinois 60603
 Contact: Sean B. Harden
 Telephone No.: (773) 553-1504

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written assignment and assumption agreement. Authorize the President and Secretary to execute the written assignment and assumption agreement.

AFFIRMATIVE ACTION: As a condition of this assignment and assumption of contractual services, the Assignee will make every good faith effort to comply with the provisions of the Remedial Program for Minority and Women Owned Business Enterprise Participation Goals.

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

FINANCIAL: No additional cost to the Board.

11-0928-PR17

**APPROVE ENTERING INTO AN AGREEMENT WITH WESTSIDE HEALTH AUTHORITY TO PROVIDE
SCHOOL COMMUNITY WATCH SERVICES IN THE ASHBURN NEIGHBORHOOD**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Westside Health Authority to provide community watch services where vendor will supervise students traveling to and from school grounds at a total cost not to exceed \$250,000. Vendor was selected on a competitive basis pursuant to Board Rule 7-2, as awarded under 11-0908-CPOR-1476. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Walls, Miss Opal Lynette / 773-553-2648
 CPOR Number : 11-0908-CPOR-1476

VENDOR:

- 1) Vendor # 20228
WESTSIDE HEALTH AUTHORITY
5417 WEST DIVISION STREET
CHICAGO, IL 60651
Morris Reed
773 378-1878

USER INFORMATION :

Contact:

10610 - Office of School Safety and Security

125 S Clark St - 1st Floor

Chicago, IL 60603

Bryant, Mr. Vaughn Derrick

773-553-1167

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end July 31, 2012. There are 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:

The Board has conducted a thorough assessment of the violence-related risks posed to CPS high school students both inside and outside of the school. In response to data-based research and community discussions, the Board is executing a safety and security strategy designed to focus resources on two ultimate goals:

1. Reduce the likelihood that high-risk Chicago Public School students will become victims of violent incidents, and
2. Create a safe, secure, and supportive school environment to increase student attendance and improvement academic performance.

To achieve these goals, the Board has outlined the following three initiatives.

1. Mentorship and advocacy for high school students at risk of engaging in or becoming victims of aggressive behavior, truancy, suspension, and expulsion;
2. Development of a safe school environment that contributes to a student excelling academically; and
3. Creation of safe passage to provide safe arrival and dismissal times.

Vendor's services will support the third initiative. Vendor will deploy community watch staff (Community Watchers or Watchers) throughout Board-designated safety routes to supervise students traveling to and from school grounds. Such supervision will occur during school arrival and dismissal times, including for evening programs if specified in the agreement. Such supervision will vary depending on the individual schools arrival and dismissal times.

DELIVERABLES:

Vendor will provide Community Watchers whose duties must, at minimum, consist of: 1) Reporting to daily assigned posts to assist students as they travel to and from school; 2) Monitoring designated hot spots for suspicious behavior and potential conflicts; 3) Collaborating with the CPD and CPS and reporting any known or potential conflicts to the CPD and CPS; 4) Submitting a daily electronic incident report as well as a weekly summary report that will include the number and description of incidents, responses to incidents, a list and description of troubled buildings, and an explanation of potential conflicts the Community Watchers suspect will occur in the near future; and 5) Wearing a uniform and/or having official identification that clearly identifies their status as Community Watchers

OUTCOMES:

Vendor's services shall result in the following: 1) increased student attendance; 2) decreased violent incidents involving CPS students; and 3) increased student perception of safety traveling to and from school.

COMPENSATION:

Vendor shall be paid as specified in their agreement; total compensation shall not exceed the sum of \$250,000.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Vendor shall be bound by the same MBE/WBE requirements as the other awarded vendors providing School Community Watch Services to the District. Those vendors were approved under Board Report Number 10-0623-PR37. The overall MBE/WBE requirements were set at 40% total MBE and 10% total WBE participation.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Office of School Safety and Security

Fiscal Year: FY12

Source of Funds: Title I Federal Grant

Budget Classification: 10615 332 54125.254605.430126 - \$250,000

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0928-PR18

FINAL

**APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENT WITH YOUTH
ADVOCATE PROGRAMS, INC. FOR YOUTH ADVOCACY SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the final option to renew the agreement with Youth Advocate Programs, Inc. ("YAP") to provide youth advocacy services to designated CPS students at a cost for the option period not to exceed \$3,000,000.00 in the aggregate. A written document exercising this option is currently being negotiated. No payment shall be made to YAP during the option period prior to the execution of the written renewal document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 10619
YOUTH ADVOCATE PROGRAMS, INC
2007 NORTH 3RD STREET
HARRISBURG, PA 17102
Minette Bauer
717-232-7580

USER INFORMATION :

Contact:

10610 - Office of School Safety and Security

125 S Clark St - 1st Floor

Chicago, IL 60603

Glombicki, Mr. Stephen

773-553-3011

Project
Manager: 10610 - Office of School Safety and Security

125 S Clark St - 1st Floor

Chicago, IL 60603

Moy, Mr. Jonathan S.

773-553-3011

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0923-PR26, as amended by Board Report 10-0224-PR14) in the amount of \$5,000,000 was for a term commencing January 1, 2010 and ending September 30, 2010, with the Board having 2 options to renew for a period of 12 months each at a cost to be determined at the time the option is exercised. The agreement was renewed by Board Report 10-1117-PR25 for a term commencing October 1, 2010 and ending September 30, 2011. The original agreement was awarded on a non-competitive basis.

OPTION PERIOD:

The term of this agreement is being extended for nine months commencing October 1, 2011 and ending June 30, 2012.

OPTION PERIODS REMAINING:

There are no options remaining.

SCOPE OF SERVICES:

As part of the Board's larger initiative to reduce the violence that CPS students are exposed to, during this option period YAP will recruit and provide a stable cadre of qualified Youth Advocates for approximately 400 CPS school students who have been identified by CPS as having the greatest risk of becoming victims of violence within the next two years. No student may participate in the YAP Program without parental or guardian consent. Youth Advocates will undergo professional training and will be assigned to not more than four students each. The services that the Youth Advocates will provide to their assigned students will be designed to improve student attendance, decrease student behavioral violations, assist in improving each student's academic performance, and limit the factors that contribute to these students' increased risk of becoming victims of violence.

As specified in the renewal agreement, YAP and the Youth Advocates shall, among other things, continue to do the following:

1. Analyze the areas in which the 400 selected students reside and ensure that each student has a qualified Youth Advocate hired from within the student's home community. The ratio of Youth Advocate to students shall not exceed 5:1.
2. Ensure that each Youth Advocate has satisfied the CPS and statutory requirements for individuals having access to students. These include background checks and TB testing.
3. Provide training to each Youth Advocate as part of YAP's training partnership with Rutgers University.
4. Develop an Individualized Service Plan ("ISP") for each student as described in the renewal document.
5. Meet with each student at least 16 hours each week.
6. Meet with each student's parents or legal guardians to discuss the program and that student's specific needs.
7. Meet with each student's school principal and other school officials on a weekly basis.
8. Intervene on behalf of their students with social service agencies, law enforcement agencies, and juvenile justice system, as needed.
9. Meet with Central Office administrators as requested.
10. Assist students in obtaining and keeping regular, part-time employment by: (a) identifying employment opportunities using the YAP Supported Work Program and other resources; (b) providing job hunting assistance and job training for students based upon their Individualized Service Plans; and (c) providing support to help each employed student retain their job.
11. Monitor each student's school attendance and assist the school in improving that attendance.
12. Monitor each student's in-school behavior and work with the school to reduce the need for disciplinary action.
13. Monitor each student's academic performance and help students improve that performance.

DELIVERABLES:

YAP will continue to provide the following:

1. Reports on each student's performance, including the specific information requested by the CPS program manager. Such information includes, but is not limited to: the amount and nature of Youth Advocate engagement, school performance (e.g., attendance, grading, discipline and teacher or principal comments), and current information regarding the student's employment and their family situation
2. Status reports regarding the Youth Advocate recruitment process.
3. A final report that includes information specified in the renewal agreement.

OUTCOMES:

YAP's services will result in reducing the risk factors for violence for each of these students. School attendance, academic and social performance and job performance will be measured regularly to determine student progress. YAP will adhere to guidelines set forth by Performance Management process to ensure proper monitoring and accountability.

COMPENSATION:

YAP shall be paid during this option period as specified in the renewal agreement; total not to exceed the sum of \$3,000,000.00 in the aggregate which amount includes the cost of services and approved reimbursables, if any.

REIMBURSABLE EXPENSES: The approval and payment of reimbursable expenditures will be as described in the written renewal document.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to transactions where the Vendor providing services operates as a Not-for-Profit organization. However the organization will comply with reporting the number of (FTE) jobs created / retained with the ARRA funding utilized on this contract.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Citywide Office of Safety and Security: \$3,000,000 Fiscal Year: FY12
Budget Classification: 10615-115-54125-211001-376632
Source of Funds: General Education

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).

11-0928-PR19

AMEND BOARD REPORT 11-0824-PR19**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH DR. ALAN P. CHILDS FOR CONSULTING SERVICES (S.M.A.R.T. - SATURDAY MORNING ALTERNATIVE REACH-OUT AND TEACH)****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the option to renew the agreement with Dr. Alan P. Childs to provide consulting services for the Saturday Morning Reach-out and Teach (SMART) Program at a cost for the option period not to exceed ~~\$390,000.00~~ \$780,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Dr. Alan P. Childs during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This September 2011 amendment is necessary to correct the compensation amount from \$390,000.00 to \$780,000.00 to correspond with the approved two year option period. The \$390,000.00 amount only reflected compensation for one year of the two year option period.

CONSULTANT:

- 1) Vendor # 74670
ALAN CHILDS, M.A. PSY., P.C.
9760 SOUTH ROBERTS RD., #1
PALOS HILLS, IL 60465

USER INFORMATION :

Contact: 13720 - Supports for High Risk Populations
125 S Clark Street
Chicago, IL 60603
Ford, Miss Kishasha Talitha
773-553-4425

Project Manager: 13720 - Supports for High Risk Populations
125 S Clark Street
Chicago, IL 60603
Heard, Miss Sherry Bentley
773-553-1021

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #09-0826-PR15) at a cost not to exceed \$1,080,000.00 over a two-year period (\$540,000.00 for year 1; and \$540,000.00 for year 2) is for a term commencing October 8, 2009 and ending August 30, 2011 with no service to be provided during the months of July and August of each year; with the Board having one (1) option to renew for a two (2) year term. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2

OPTION PERIOD:

The term of this agreement is being renewed for 2 years commencing on August 31, 2011 and ending August 30, 2013.

OPTION PERIODS REMAINING:

There are no options to renew remaining.

SCOPE OF SERVICES:

Dr. Alan Childs will continue to provide a Character Education and Life Skills curriculum to students and parents in the SMART Program. The curriculum shall focus on character development, decision making, substance abuse, and healthy life skills to CPS students who have violated Section 5 and/or 6 of the CPS Student Code of Conduct. Dr. Childs will provide educational and interactive training activities to elementary students (grades 6-8) and high school students (grades 9-12). Activities are intended to reduce the likelihood of students engaging in further drug use and gang activities. Students will be involved in weekly group sessions where they will engage in role-play, small interactive group sessions, and drug and gang prevention activities. Dr. Childs will provide parents with three 4-hour workshops focusing on effective parenting skills, home development and parental leadership.

DELIVERABLES:

Consultant will continue to provide:

- (a) Four nine-week workshops for students who have violated sections 5 and 6 of the CPS Student Code of Conduct related to drug and alcohol use and/or possession (not selling or distribution) and other nonviolent offenses;
- (b) Pre-post test results two weeks following each nine-week cohort;
- (c) Three 4-hour parent workshops;
- (d) Pre-post test parent survey results two weeks following each parent workshop;
- (e) A report including an analysis of student and parent outcomes and satisfaction at the end of each 9 week cohort;
- (f) Monthly meetings with CPS Program Coordinators;
- (g) Participation in at least one CPS staff development In-Service per year;
- (h) A summary report after the end of the academic year including internal evaluation results, an analysis protocol comparing each cohort's attendance rate, student and parent outcomes and satisfactions, and analysis of the program;
- (i) A written program evaluation prepared by an independent evaluator jointly selected by the Office of Student Support and Engagement and the Consultant, and
- (j) Refreshments for students and parents.

OUTCOMES:

Consultant's services will result in:

- (a) Attendance: For each Cohort, the average weekly attendance for all enrolled students shall be at least 85%, measured over the course of each Cohort;
- (b) Cohort Progress: For each Cohort, at least 80% of the enrolled students shall have successfully completed the Program;
- (c) Parent Sessions: For each Cohort, at least 80% of the parents shall have attended two sessions as required; and
- (d) Pre- and Post-Tests: As measured by a comparison of pre- and post-test scores, 80% of the students and 60% of the parents in each Cohort shall increase their understanding and knowledge of issues related to family, substance abuse, and the CPS Code of Conduct.

COMPENSATION:

Consultant shall be paid a flat fee of \$500.00 for each student/parent family unit following the completion of each 9 week Cohort; total for this option period not to exceed the sum of ~~\$390,000.00~~ \$780,000.00

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 Education Officer or designee to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement are: 25% total MBE and 5% total WBE participation
The Consultant has scheduled the following Independent Consultants:

Total MBE - 25%

Razail Jones
4333 South Prairie
Chicago, IL 60652

Eric Arnold
10204 South Forest AV
Chicago, IL 60628

Willie Randolph
7043 South Clyde AV
Chicago, IL 60649

Olivia Scott
7443 South King Drive
Chicago, IL 60619

Gabe Villanueva
3939 West 63rd ST
Chicago, IL 60629

Jacquelyn Wade
809 East 54th ST
Chicago, IL 60615

Total WBE - 5%
April Lara
3533 North Fremont ST
Chicago, IL 60657

Linda Zaia
6150 N. Francisco
Chicago, IL 60659

Judy Vojta
414 South Wisconsin
Oakbrook, IL 60302

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

FINANCIAL.

13722-332-54125-300010-430125-2012	\$390,000.00
<u>13722-332-54125-300010-430125-2013</u>	<u>\$390,000.00</u>

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).

11-0928-PR20

APPROVE ENTERING INTO AGREEMENTS WITH UMOJA STUDENT DEVELOPMENT CORPORATION AND EDUCATORS FOR SOCIAL RESPONSIBILITY FOR ADVISORY IMPLEMENTATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION.

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

Contract Administrator : Walls, Miss Opal Lynette / 773-553-2280
CPOR Number : 11-0908-CPOR-1475

VENDOR:

- 1) Vendor # 24684
UMOJA STUDENT DEVELOPMENT
CORPORATION
2935 W. POLK
CHICAGO, IL 60612
Ted Christians
773 534-8877
- 2) Vendor # 23814
EDUCATORS FOR SOCIAL
RESPONSIBILITY
23 GARDEN STREET
CAMBRIDGE, MA 02138
Michele Tissiere
617 492-1764

USER INFORMATION :

Project
Manager: 10850 - Student Support Models

125 South Clark Street

Chicago, IL 60603

Gann, Ms. Susan E

773-553-1038

TERM:

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

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

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

DELIVERABLES:

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

OUTCOMES:

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

COMPENSATION:

Vendors shall be paid as specified in their agreements. The compensation payable to Umoja Student Development Corporation shall not exceed \$58,000 and the compensation payable to Educators for Social Responsibility shall not exceed \$35,000; total aggregate compensation for vendors not to exceed \$93,000.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

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

13722-336-54125-221033-543521-2012

\$93,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

President Vitale indicated that if there were no objections, Board Reports 11-0928-PR1 through 11-0928-PR20 with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared, Board Reports 11-0928-PR1 through 11-0928-PR20 adopted.

11-0928-OP3

**AUTHORIZATION TO ACCEPT TITLE AND POSSESSION
OF VARIOUS PROPERTIES FROM THE CITY OF CHICAGO FOR SCHOOL USE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the acceptance of title and possession of various properties ("the Properties") from the City of Chicago to be used by schools as listed on the attached Exhibit A. Information pertinent to the conveyance is as follows:

GRANTOR: City of Chicago
An Illinois Municipal Corporation
121 North LaSalle Street
Chicago, IL 60602

DESCRIPTION: The Properties are described on the attached Exhibit A.

PURCHASE PRICE: \$1.00 per school; the per school price will cover all Property to be used by each respective school.

PURPOSE/USE: The Properties will be used as green space, campus parks or parking lots as designated on the attached Exhibit A.

AUTHORIZATION: Authorize the President and Secretary to execute such other documents as are necessary for the purpose of accepting and acquiring title and taking possession of the Properties from the City of Chicago.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Charge to Operations: \$16.00
 Budget Classification No: 12150-412-56310-009544-000000-2009
 Fiscal Year: 2009
 Source of Funds: Capital Improvement

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.

EXHIBIT A – page 1

Property address	Property PIN	School name/address	Property square footage (total)	Proposed use
3132 W. Lake St. 3130 W. Lake St. 3126 W. Lake St. 3128 W. Lake St. 3126 W. Lake St. 3124 W. Lake St. 3120 W. Lake St. 3118 W. Lake St. 214 N. Albany Ave. 220 N. Albany Ave. 216 N. Albany Ave. 218 N. Albany Ave.	1612312014 1612312015 1612312016 1612312017 1612312018 1612312019 1612312020 1612312021 1612312027 1612312029 1612312035 1612312036	Beldler Elementary School 3151 W. Walnut St.	33,460	Green space
2667 W. Washington Blvd.	1612422001	Dodge Elementary School 2651 W. Washington Blvd.	8,480	Green space
1306 S. Avers Ave.	1623109002	Henson Elementary School 1326 S. Avers Ave.	6,250	Campus park (basketball court)
133 S. Hamilton Ave. 120 S. Hoyne Ave.	1718110009 1718110019	Herbert Elementary School 2131 W. Monroe St.	39,700	Campus park
3122 W. 15 th St.	1624104019	Johnson Elementary School 1420 S. Albany Ave.	7,750	Green space
3530 W. Douglas Blvd.	1623208024	Lawndale Elementary Community Academy 3500 W. Douglas Blvd.	4,700	Green space
4405 S. State St.	2003306002	McCorkle Elementary School 4421 S. State St.	8,160	Green space
431 E. 44 th St.	2003407023	Mollison Elementary School	8,850	Green space
8363 S. Kerfoot Ave.	2033301023	Morgan Elementary School	4,612	Green space
1816 W. Monterey Ave. 1812 W. Monterey Ave. 1814 W. Monterey Ave. 1814 W. Monterey Ave. 1816 W. Monterey Ave. 1818 W. Monterey Ave.	2519200016 2519200017 2519200018 2519200019 2519200020 2519200021	Morgan Park High School 1744 W. Pryor Ave.	23,708	Parking lot
3109-11 W. Franklin Blvd.	1612110007	Morton Career Academy	7,301	Green space
6009 S. Peoria St. 6013 S. Peoria St. 6013 S. Peoria St. 6015 S. Peoria St. 6019 S. Peoria St.	2017414005 2017414006 2017414007 2017414008 2017414009	Nicholson Math and Science Elementary School 6006 S. Peoria St.	34,375	Parking lot
4930 S. Prairie Ave.	2010115004	Overton Elementary School 211 E. 49 th St.	8,160	Green space

EXHIBIT A – page 2

Property address	Property PIN	School name/address	Property square footage (total)	Proposed use
17 E. 36 th Pl. 19 E. 36 th Pl. 21 E. 36 th Pl. 23 E. 36 th Pl. 25 E. 36 th Pl. 27 E. 36 th Pl. 29 E. 36 th Pl. 31 E. 36 th Pl. 33 E. 36 th Pl. 3638 S. Wabash Ave. 3642 S. Wabash Ave. 3644 S. Wabash Ave. 3648 S. Wabash Ave. 3650 S. Wabash Ave. 3652 S. Wabash Ave. 3656 S. Wabash Ave. 3658 S. Wabash Ave. 3660 S. Wabash Ave. 3662 S. Wabash Ave. 3624 E. 37 th Pl. 3664 S. Wabash Ave. 3666 S. Wabash Ave. 3668 S. Wabash Ave. 3670 S. Wabash Ave. 3672 S. Wabash Ave. 3640 S. Wabash Ave. 67 E. 37 th Pl. 3630 S. Wabash Ave.	1734306016 1734306017 1734306018 1734306019 1734306020 1734306021 1734306022 1734306023 1734306024 1734306026 1734306028 1734306029 1734306030 1734306031 1734306032 1734306033 1734306034 1734306035 1734306036 1734306037 1734306038 1734306039 1734306040 1734306041 1734306042 1734306043 1734307007 1734307023	Perspectives/IIT Math and Science Academy 3663 S. Wabash Ave.	90,273	Green space
6001 S. Wabash Ave. 6006 S. Michigan Ave. 6014 S. Michigan Ave.	2015307001 2015307011 2015307012	Ross Elementary School 6059 S. Wabash Ave	33,696	Green space
6045 S. University Ave. 6407 S. University Ave. 6428 S. Minerva Ave.	2023110003 2023110004 2023110028	University of Chicago Charter High School – Woodlawn 6420 S. University Ave.	16,335	Parking lot
Total square footage:			335,810	

11-0928-EX5

PRINCIPAL CONTRACTS (A)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file a copies of the contracts with the principals listed below who were selected by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

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

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Renee Blahuta	Assistant Principal Prescott	Contract Principal Norwood Park Network: O'Hare Elementary P.N. 112014 Commencing: July 1, 2011 Ending: June 30, 2015
Margaret Kouretsos	Interim Principal Nightingale	Contract Principal Nightingale Network: Midway Elementary P.N. 121394 Commencing: October 25, 2010 Ending: October 24, 2014

Stephen Parker III	Interim Principal Best Practices	Contract Principal O'Keefe Network: Skyway Elementary P.N. 127405 Commencing: July 1, 2011 Ending: June 30, 2015
Rona Simmons	Resident Principal/NLNS Intern Office of Human Capital	Contract Principal Schmid Network: Lake Calumet Elementary P.N. 118193 Commencing: July 5, 2011 Ending: July 4, 2015
Robert Towner	Assistant Principal Fernwood	Contract Principal Fernwood Network: Rock Island Elementary P.N. 111839 Commencing: July 1, 2011 Ending: June 30, 2015
Isamar Vargas	Resident Principal/NLNS Intern Office of Human Capital	Contract Principal Saucedo Network: Pilsen-Little Village Elementary P.N. 143090 Commencing: July 1, 2011 Ending: June 30, 2015

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salaries of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2011-2012 school budget.

11-0928-EX6

PRINCIPAL CONTRACTS (B)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract.

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contracts and terminate on the dates specified in the contracts.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Clyde Burnette	Contract Principal Vaughn	Contract Principal Vaughn Network: North-Northwest Side High School P.N. 394478 Commencing: July 1, 2011 Ending: June 30, 2015
Monique Dockery	Contract Principal Westcott	Contract Principal Westcott Network: Skyway Elementary P.N. 121594 Commencing: September 27, 2011 Ending: September 26, 2015

Rigo Hernandez	Contract Principal Pickard	Contract Principal Pickard Network: Pilsen-Little Village Elementary P.N. 122404 Commencing: September 16, 2011 Ending: September 15, 2015
Elisabeth Heurtefeu	Contract Principal LaSalle	Contract Principal LaSalle Network: Fullerton Elementary P.N. 112824 Commencing: November 13, 2011 Ending: November 12, 2015
Jose Luis Illanes	Contract Principal Madero Middle	Contract Principal Madero Middle Network: Pilsen-Little Village Elementary P.N. 121875 Commencing: July 1, 2011 Ending: June 30, 2015
Alberto Juarez	Contract Principal Gary	Contract Principal Gary Network: Pilsen-Little Village Elementary P.N. 115708 Commencing: September 3, 2011 Ending: September 2, 2015
Joyce Kenner	Contract Principal W. Young	Contract Principal W. Young Network: Westside High School P.N. 134802 Commencing: November 27, 2011 Ending: November 26, 2015
Verona Portis	Contract Principal Banneker	Contract Principal Banneker Network: Englewood-Gresham Elementary P.N. 117526 Commencing: July 1, 2011 Ending: June 30, 2015

11-0928-AR2

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. **Extend the rescission dates contained in the following Board Reports to November 16, 2011 because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:**

1. 09-0722-OP3: Approve Entering into a Master Intergovernmental License Agreement with Chicago Park District for Use of Facilities.
User Group: Office of Real Estate
Services: License Agreement
Status: In negotiations

2. 10-0127-OP1: Amend Board Report 08-0625-OP8: Approve Entering into an Intergovernmental Agreement with the Chicago Park District for the Lease of Land and the Use of Certain Athletic Facilities to be Constructed as Part of the New Lee/Pasteur Area School.
User Group: Chief Operating Officer
Services: Lease Agreement
Status: In negotiations

3. 10-1117-PR18: Amend Board Report 08-0827-PR23: Amend Board Report 05-1026-PR12 Amend Board Report 04-0324-PR20: Approve Entering into an Agreement with Blue Cross Blue Shield of Illinois for Health Care Administration Services.
User Group: Office of Human Capital
Services: Health Care Administration Services
Status: In negotiations

4. 10-1117-PR19: Amend Board Report 08-0827-PR26: Amend Board Report 07-1219-PR19 Approve Exercising the Second Option to Renew the Agreements with United Health Care Insurance Company and United Behavioral Health for Health Maintenance Organization, Behavioral health and Flexible Spending Account Services.
User Group: Office of Human Capital
Services: Behavioral Health and Flexible Spending Account Services
Status: In negotiations

5. 10-1215-OP3: Approve the Second Renewal of the Lease Agreement with Fortunes From A Farr, LLC for Lease of Space at 641 South Plymouth Court for Jones High School.
User Group: Office of Real Estate
Services: Lease Agreement
Status: In negotiations

6. 11-0126-EX9: Amend Board Report 10-0922-EX4: Amend Board Report 10-0728-EX6: Amend Board Report 09-0826-EX7: Amend Board Report 08-0827-EX8: Amend Board Report 08-0602-EX2: Amend Board Report 07-0627-EX7: Approve the Renewal of the Charter School Agreement with the Youth Connection Charter School.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

7. 11-0223-PR4: Approve Entering into Agreements with Dell Marketing, L.P., Dell Financial, Sentinel Technologies (CISCO), Inc. and Vion Corporation (Hitachi) for the Purchase and/or Lease of Network Servers.
User Group: Information & Technology Services
Services: Purchase and/or Lease of Network Services
Status: 1 of 4 agreements have been executed, the remainder are in negotiations

8. 11-0323-EX8: Approve the Renewal of the Charter School Agreement with Catalyst Schools
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

9. 11-0323-EX9: Approve the Renewal of the Charter School Agreement with Lawndale Educational and Regional Network Charter School, Inc.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

10. 11-0323-EX10: Approve the Renewal of the Charter School Agreement with Providence Englewood School Corporation.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

11. 11-0323-EX11: Approve the Establishment of the Prologue Early College and Entering into a School Management and Performance Agreement with Prologue, Inc., and Illinois Not-For-Profit Corporation.
User Group: Office of New Schools
Services: School Management and Performance Agreement
Status: In negotiations

12. 11-0323-PR7: Approve Exercising the First Option to Renew the Pre-Qualification Status of Contractors to Provide Mechanical Contracting Services for the Board of Education.
User Group: Facility Operations & Maintenance
Services: Mechanical Contracting Services
Status: In negotiations

13. 11-0427-OP3: Amend Board Report 09-1028-OP3: Amend Board Report 09-0527-OP3 Ratify Entering into a School Food Services Agreement and Approve Entering into a New Lease Agreement with Noble Network of Charter Schools for Lease of a Portion of the Cregier School Building, 2040 W Adams.
User Group: Real Estate
Services: Food Service and Lease Agreement
Status: In negotiations

14. 11-0427-OP4: Amend Board Report 09-1028-OP4: Authorize Entering into a New Lease Agreement with Noble Street Charter School for Use of the Gladstone School Building at 1231 S Damen Avenue.
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations

15. 11-0427-OP5: Amend Board Report 10-0526-OP1: Amend Board Report 10-0224-OP4 Approve Entering into a New Lease Agreement and School Food Services Agreement with Noble Network of Charter Schools for Rental of the Reed School Building at 6350 S Stewart
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations

16. 11-0427-PR31: Approve Entering into an Agreement with Jefferson Wells International, Inc. for Consulting Audit Services.
User Group: Department of Audit Services
Services: Consulting Audit Services
Status: In negotiations

17. 11-0427-PR49: Approve Entering into an Agreement with Illinois Caucus for Adolescent Health for Training, Youth Development, and Implementation Services.
User Group: Citywide Special Education Resource
Services: Youth Development and Implementation Services
Status: In negotiations

18. 11-0427-PR59: Approve Extending the Agreement with U.S. Bank National Association for Banking Services.
User Group: Treasury
Services: Banking Services
Status: In negotiations

19. 11-0525-ED3: Approve Entering into Agreements with Various Providers for High Quality Early Childhood Services.
User Group: Office of Early Childhood Education
Services: Early Childhood Services
Status: 157:161 agreements have been executed; the remainder are in negotiations

20. 11-0525-EX7: Amend Board Report 11-0126-EX6: Amend Board Report 10-0526-EX5 Amend Board Report 10-0428-EX2: Amend Board Report 09-1123-EX7: Amend Board Report 09-0826-EX8: Amend Board Report 08-0924-EX8: Amend Board Report 08-0602-EX7 Approve the Renewal of the Charter School Agreement with UNO Charter School.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

21. 11-0525-EX8: Amend Board Report 11-0126-EX9: Amend Board Report 10-0922-EX4 Amend Board Report 10-0728-EX6: Amend Board Report 09-0826-EX7: Amend Board Report 08-0827-EX8 Amend Board Report 08-0602-EX2: Amend Board Report 07-0627-EX7 Approve the Renewal of the Charter School Agreement with the Youth Connection Charter School
User Group: Office of New Schools
Services: Charter School
Status: In negotiations

22. 11-0525-OP2: Approve Entering into a Lease Agreement with Holy Trinity Greek Orthodox Church and Socrates Greek-American School for Use of Space Located at 6041 W Diversey Avenue.
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations

23. 11-0525-OP3: Ratify Entering into a Lease Agreement with Legacy Charter School for Lease of a Portion of the Mason School, 4217 West 18th Street.
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations

24. 11-0525-OP4: Authorize the Public Building Commission of Chicago to Purchase the Property at 10436 South Indianapolis Boulevard for the Construction of a New Southeast Area Elementary School.
User Group: Facilities & Operations
Services: Purchase Agreement
Status: In negotiations

25. 11-0525-PR3: Amend Board Report 11-0323-PR5: Amend Board Report 10-1215-PR3. Approve Exercising First and/or Second Option to Extend Pre-Qualification Status of Contractors and Entering into Agreements with New Contractors to Provide Various Trades over \$10,000 for Operations and Maintenance Program.
User Group: Facility Operations & Maintenance
Services: Operations and Maintenance Program
Status: 159 of 171 agreements have been executed; the remainder are in negotiations

26. 11-0525-PR7: Approve Exercising the Final Option to Renew Pre-Qualification Status and Entering into Agreements with Contractors to Provide Demolition and Site Preparation Services for the Board of Education.
User Group: Facility Operations & Maintenance
Services: Operations and Maintenance Program
Status: 11 of 13 agreements have been executed; the remainder are in negotiations
27. 11-0525-PR8: Approve the Pre-Qualification Status of and Entering into Agreements with Various Contractors to Provide General Contracting Services.
User Group: Facility Operations & Maintenance
Services: Operations and Maintenance Program
Status: 36 of 39 agreements have been executed; the remainder are in negotiations
28. 11-0525-PR17: Approve Entering into Software License Agreements with Various Vendors for Additional Learning Opportunities Software.
User Group: Office of Human Capital
Services: Software License
Status: 3 of 5 agreements have been executed; the remainder are in negotiations
29. 11-0525-PR22: Approve Exercising the First Option to Renew the Agreement with Delta Dental of Illinois for Dental Preferred Provider Organization (DPPO) and Dental Health Maintenance Organization (DHMO Services).
User Group: Office of Human Capital
Services: Dental Health Maintenance
Status: In negotiations
30. 11-0525-PR24: Approve Exercising the First Option to Renew the Agreement with Encompass Health Management Systems for Utilization Management and Case Management Services
User Group: Office of Human Capital
Services: Health Maintenance
Status: In negotiations
31. 11-0622-ED2: Approve Entering into an Agreement with City Colleges of Chicago for Dual Credit/Enrollment, Remediation, and Articulation Partnership Programs.
User Group: Office of College and Career Preparation
Services: Articulation Partnership Program
Status: In negotiations
32. 11-0622-ED3: Approve Entering into an Agreement with Loyola University of Chicago for Community-Based Federal Work Study Program.
User Group: Office of College and Career Preparation
Services: Federal Work Study Program
Status: In negotiations
33. 11-0622-OP1: Approve the New Lease Agreement with Bronzeville Lighthouse Charter School for Lease of Hartigan School Locates at 8 West Root Street.
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations
34. 11-0622-OP3: Approve new Lease Agreement with Chicago Charter School Foundation (Chicago International Charter School) ChicagoQuest for Lease of the Truth School Located at 1443 North Ogden.
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations
35. 11-0622-OP4: Approve the New Lease Agreement with L.E.A.R.N. Charter School for Lease of the Thorp School Located at 8914 South Buffalo Avenue.
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations
36. 11-0622-OP6: Approve New Lease Agreement with Urban Prep Charter Academy for Young Men High School-East Garfield Park Campus for Lease of the Medill Facility Located at 1326 West 14th Place.
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations
37. 11-0622-OP7: Approve New lease with Urban Prep Charter Academy for Young Men High School-South Shore Campus for Lease of the Williams Multiplex Located at 2710 S Dearborn Street
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations

38. 11-0622-OP8: Approve the New Lease Agreement with Urban Prep Academy for Lease of a Portion of Englewood High School Located at 6201 South Stewart Avenue.
User Group: Real Estate
Services: Lease Agreement
Status: In negotiations
39. 11-0622-PR5: Approve Exercising the Option to Renew the Agreement with Silk Screen Express, Inc. for the Purchase of School Uniforms for Elementary and High School Students
User Group: Office of Procurement and Contracts
Services: Purchase of School Uniforms
Status: In negotiations
40. 11-0622-PR8: Amend Board Report 11-0223-PR2: Amend Board Report 10-0728-PR9 Amend Board Report 09-0923-PR5: Approve Entering into an Agreement with Cannon Design for Design Management Services for the Capital Improvement Program
User Group: Facility Operations & Maintenance
Services: Design Management Services
Status: In negotiations
41. 11-0622-PR11: Approve Exercising the Second Option to Extend the Agreement with Midwest Moving and Storage, Inc. for the Purchase of Packing Materials
User Group: Real Estate
Services: Purchase of Packing Materials
Status: In negotiations
42. 11-0622-PR13: Approve Exercising the Second Option to Renew the Agreement with Fishman Construction Corporation of Illinois for Construction Management Services
User Group: Facilities Operations & Maintenance
Services: Construction Management Services
Status: In negotiations
43. 11-0622-PR15: Approve Exercising the Fourth Option to Renew the Agreement with NCS Pearson Inc. for the Purchase of Student Information Systems Software Licenses
User Group: Information & Technology Services
Services: Technical Support Services
Status: In negotiations
44. 11-0622-PR18: Approve Exercising the Second Option to Renew the Software License or Subscription and Services Agreements with Northwest Evaluation Association and Scantron Corporation.
User Group: Office of Autonomous Management and Performance Schools
Services: Software License and Subscription Services
Status: 1 of 2 agreements have been executed; the remainder are in negotiations
45. 11-0622-PR29: Approve Exercising the Second Option to Renew the Agreements with Banner Schools and Pathways in Education – Illinois for Alternative Learning Opportunities Program Services.
User Group: Area Instructional Office 30 – Alternative Schools
Services: Alternative Learning Opportunities Program Services
Status: In negotiations
46. 11-0622-PR30: Approve Exercising the Second Option to Renew the Agreement with Various Alternative Safe Schools for Educational Services.
User Group: Area Instructional Office 30 – Alternative Schools
Services: Educational Services
Status: In negotiations
47. 11-0622-PR31: Approve Exercising the Second Option to Renew the Agreement with Avid Center for Professional Development.
User Group: Office of College and Career Preparation
Services: Professional Development
Status: In negotiations
48. 11-0622-PR37: Amend Board Report 11-0323-PR20: Approve Payment and Ratify Entering into Agreement with Children's Memorial Hospital and Umoja Student Development Corp to Provide Staff Development and Student Support for the Office of School Improvement.
User Group: Office of School Improvement
Services: Staff Development and Student Support
Status: In negotiations
49. 11-0622-PR38: Approve Exercising the Fourth Option to Renew that Agreement with the University of Chicago for Consulting Services Provided by the Chapin Hall Center for Children
User Group: Citywide Special Education Resource
Services: Consulting Services
Status: In negotiations

50. 11-0622-PR39: Approve Entering into Agreements and Renewals with Hearing Officers for Expulsion, Truancy, Tuition Residency and Board Rule 6028, 6-29, and 6-30 Hearings
User Group: Office of Student Support and Engagement
Services: Hearing Officer Services
Status: 8 of 14 agreements have been executed; the remainder are in negotiations

51. 11-0622-PR42: Ratify the First Option to Renew the Agreement with Various Consultants for Development of a Capstone Course in Space Science.
User Group: Academic Initiatives
Services: Development of Capstone Course in Space Science
Status: 5 of 6 agreements have been executed; the remainder are in negotiations

II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:

1. 11-0525-PR25: Approve Amendment to Contract with Mercyworks Occupational Medicine/Mercy Hospital & Medical Center to Provide Occupational Services.
User Group: Office of Human Capital
Services: Occupational Services
Action: Rescind Board authority in full.

III. Rescind the following Board Reports in full for the reason(s) set forth below; the user group has been advised of such rescission:

1. 11-0126-RS1: Resolution Regarding the Vacancy of the Chief Administrative Officer and its Effect on Board Rules, Policies, and Guidelines.
User Group: Office of the Board
Action: Rescind Board Resolution effective May 17, 2011 coincident with the appointment of the new Chief Administrative Officer under Board Report 11-0622-EX9.

2. 11-0824-AR9: Appoint Assistant General Counsel Department of Law – (Courtney A. Revis)
User Group: Law Department
Action: Rescind Board authority in full.

President Vitale thereupon declared Board Reports 11-0928-OP3, 11-0928-EX5, 11-0928-EX6 and 11-0928-AR2 accepted.

OMNIBUS

At the Regular Board Meeting of September 28, 2011 the foregoing motions, reports and other actions set forth from number 11-0928-MO1 through 11-0928-RS17 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Vice President Ruiz abstained on Board Reports 11-0928-PR6, 11-0928-PR13 and 11-0928-PR14.

Ms. Pritzker abstained on Board Reports 11-0928-OP1 and 11-0928-OP2.

ADJOURNMENT

President Vitale moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Vitale thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of September 28, 2011 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

**Estela G. Beltran
Secretary**

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