



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

**Regular Meeting-Wednesday, April 27, 2011
10:30 A.M.
(125 South Clark Street)**

Published by the Authority of the Chicago Board of Education

**Mary B. Richardson-Lowry
President**

**Estela G. Beltran
Secretary**

ATTEST:



Secretary of the Board of Education
of the City of Chicago

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

PRESENT: Ms. Ward, Mr. Bobins*, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and
President Richardson-Lowry – 7

ABSENT: None

*NOTE: Mr. Bobins was not present when the roll was called.

ALSO PRESENT: Mr. Terry Mazany, Chief Executive Officer, Dr. Charles Payne, Chief
Education Officer, and Mr. Patrick J. Rocks, General Counsel.

Mr. Terry Mazany, Chief Executive Officer and Paige Ponder, Officer of Student Support
and Engagement, gave a presentation on Summer School. Ms. MaryEllen Caron, Executive
Director, City of Chicago's Department of Family and Support Services, presented a Proclamation
Honoring the Board of Education from Richard M. Daley, Mayor of the City of Chicago, followed by
a video message from Arne Duncan, Secretary of Education to the Board and then CEO Mazany
presented a Declaration to the Board.

Mr. James Bebley, Deputy General Counsel, gave a presentation on Amend Board Report
08-0326-PO1 Charter School Capital and Facility Budget Policy [11-0427-PO1], and Patrick Rocks,
General Counsel, gave a presentation on Establish New Board Rule 4-17 and Amend Board Rules
4-4, 6-28, 6-29, 6-30 and 7-15 [11-0427-RU1].

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

Mr. Carrero presented the following Motion:

11-0427-MO1

MOTION TO CLOSE

MOTION ADOPTED that the Board hold a closed session to consider information,
regarding appointment, employment, compensation discipline, performance, or dismissal of
employees pursuant to Section 2(c)(1) of the Open Meetings Act; collective negotiating matters
between the public body and its employees or their representatives, or deliberations concerning
salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open
Meetings Act; purchase of real property pursuant to Section 2(c)(5) of the Open Meetings Act.
setting of a sale price or lease of real property pursuant to Section 2(c)(6) of the Open Meetings
Act; and security procedures and the use of personnel and equipment to respond to an actual, a
threatened, or a reasonably potential danger to the safety of employees, students, staff, the
public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act; and pending
litigation and litigation which is probable or imminent involving the Board pursuant to Section
2(c)(11) of the Open Meetings Act.

Dr. Butt moved to adopt Motion 11-0427-MO1

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

Yeas: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 7

Nays: None

President Richardson-Lowry thereupon declared Motion 11-0427-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 April 27, 2011, beginning at 2:31 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6th Floor, and Chicago Illinois 60603.
- (2) PRESENT: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry - 7
- (3) ABSENT: None
 - A. Other Reports
 - B. Warning Resolutions
 - C. Terminations
 - D. Personnel
 - E. Real Estate
 - F. Security

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry – 7

Members absent after Closed Session: None

11-0427-AR3

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
PAMELA BENGTON 09 WC 08638**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of, Pamela Bengtson Case No.09 WC 08638 and subject to the approval of the Illinois Commission, in the amount of **\$99,708.00**

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000\$99,708 00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-AR4

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
MARK DEYOUNG 08 WC 33935**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of, Mark DeYoung Case No 08 WC 33935 and subject to the approval of the Illinois Commission, in the amount of **\$130,000.00**

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000 **\$130,000.00**

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-AR5

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
KAREN FLOCK 04 WC 52283**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of, Karen Flock Case No.04 WC 52283 and subject to the approval of the Illinois Commission, in the amount of **\$95,000.00**

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000 \$95,000 00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-AR6

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR BERTHA GARCIA – 07 WC 43612

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Bertha Garcia, Case No 07 WC 43612 and subject to the approval of the Illinois Commission, in the amount of **\$93,917.00**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000 \$93,917 00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-AR7

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR MAUDE MCGEE – 09 WC 34791

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Maude McGee Case No. 09 WC 34791 and subject to the approval of the Illinois Commission, in the amount of **\$96,552.64**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000\$96,552.64

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-AR8

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR SHIRLEY WATSON-DAY 05 WC 22426

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of, Shirley Watson-Day Case No.05 WC 22426 and subject to the approval of the Illinois Commission, in the amount of **\$221,885.00**

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000\$221,885.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-AR9

**WORKERS’ COMPENSATION - PAYMENT OF AWARD FOR
SANDRA MENDEZ – 05 WC 14964; 05 WC 20392 & 06 WC 1426**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize payment of the Illinois Workers’ Compensation Commission award on the Workers’ Compensation claim of Sandra Mendez, Case Nos. 05 WC 14964; 05 WC 20392 & 06 WC 1426, in the amount of **\$115,605.12**. Payment of future reasonable and necessary medical care related to his injury will remain the Board’s responsibility.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers’ Compensation Fund - General Fixed Charges Account #12470-115-54630-231122-000000 \$115,605 12

PERSONNEL IMPLICATIONS: None

11-0427-AR10

**WORKERS’ COMPENSATION - PAYMENT OF AWARD
ERIC WILLIS, HUSBAND OF DECEASED FENITA SMITH - CASE NO. 05 WC 10784**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize payment of the Illinois Workers’ Compensation Commission award on the Workers’ Compensation claim of Eric Willis, husband of deceased Fenita Smith, Case No. 05 WC 10784, in the amount of **\$135,818.00 plus \$394.50 per week under Section 7**. Payment of future reasonable and necessary medical care related to her injury will remain the Board’s responsibility.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers’ Compensation Fund - General Fixed Charges Account #12470-115-54530-231122-000000 \$135,818.00

PERSONNEL IMPLICATIONS: None

11-0427-AR11

APPROVE PAYMENT OF PROPOSED SETTLEMENT IN JIMMIE G. (CASE NO. 10 C 7840)

THE GENERAL COUNSEL REPORTS THE FOLLOWING PROPOSED SETTLEMENT:

DESCRIPTION: Pursuant to the settlement agreement tentatively reached in Case No. 10 C 7840, Jimmie G., et al. v. Board of Education of the City of Chicago, District 299, the parties have reached a settlement, subject to Board approval, disposing of all claims, attorneys’ fees and costs associated with underlying lawsuit. The General Counsel recommends approval of the settlement, which calls for the payment of fifty- five thousand one dollars (\$55,001.00) for payment of all attorneys’ fees and costs.

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

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

FINANCIAL: Charge \$55,001.00 as described above to Law Department
Budget Classification Fiscal Year 2011.....12470-115-54530-231122-000000

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

GENERAL CONDITIONS:

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

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

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

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

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

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

Yeas: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry – 7

Nays: None

President Richardson-Lowry thereupon declared Board Reports 11-0427-AR3 through 11-0427-AR11 adopted.

11-0427-AR12

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(KARA M. CRAIG)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective May 9, 2011.

DESCRIPTION:

NAME:	FROM:	TO:
Kara M. Craig	New Employee	Functional Title: Professional III External Title: Assistant General Counsel Pay Band: 5 Department of Law Position No. 436383 Flat rate Annual Salary: \$69,000

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

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

11-0427-AR13

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(DANIEL RASPATELLO)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective May 9, 2011.

DESCRIPTION:

NAME:	FROM:	TO:
Daniel Raspatello	New Employee	Functional Title: Professional III External Title: Assistant General Counsel Pay Band: 5 Department of Law Position No. 436384 Flat rate Annual Salary: \$53,000

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

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

11-0427-AR14

**APPOINT ASSISTANT GENERAL COUNSEL
DEPARTMENT OF LAW
(GABRIELA BRIZUELA)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective May 9, 2011

DESCRIPTION:

NAME:	FROM:	TO:
Gabriela Brizuela	New Employee	Functional Title: Professional III External Title: Assistant General Counsel Pay Band: 5 Department of Law Position No. 245035 Flat rate Annual Salary: \$53,000

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

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

President Richardson-Lowry indicated that if there were no objections, Board Reports 11-0427-AR12 through 11-042-AR14 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 11-0427-AR12 through 11-0427-AR14 adopted.

11-0427-EX15A

PRINCIPAL CONTRACT (D)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board renew the Uniform Appointed Principal's Performance Contract of the principal listed below selected by the Chief Executive Officer after receiving the recommendation of the Phoenix Military Academy Appointed Local School Council pursuant to Section 5/34-2.4b of the Illinois School Code

DESCRIPTION: Employ the individual named below to the position of principal subject to Resolution #97-0226-RS10, and the Policy on Requirements for the Selection of Chicago Public School Principals, #08-1217-PO2, dated December 17, 2008.

The Illinois Administrators Academy has verified that the following principal has completed 20 hours of Professional Development. The term of the contract shall be as specified below.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Ferdinand Wpachit	Contract Principal Phoenix Military Academy	Contract Principal Phoenix Military Academy Area 26 P.N 134419 Commencing July 1, 2011 Ending: June 30, 2015

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

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the 2011-2012 school budget.

President Richardson-Lowry indicated that if there were no objections, Board Report 11-0427-EX15A would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Report 11-0427-EX15A adopted.

11-0427-EX16

**WARNING RESOLUTION – THOMAS ARRINGTON
TEACHER, MORGAN PARK HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt the Warning Resolution Thomas Arrington and that a copy of this Board Report and Warning Resolution be served upon Thomas Arrington.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Thomas Arrington, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Thomas Arrington 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.

11-0427-EX17

**WARNING RESOLUTION – AUBRY BATTEE
TENURED TEACHER, COLLINS ACADEMY HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt the Warning Resolution Aubry Battee and that a copy of this Board Report and Warning Resolution be served upon Aubry Battee.

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

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Aubry Battee 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.

11-0427-EX18

**WARNING RESOLUTION – RALPH BENNETT
TEACHER, HYDE PARK CAREER ACADEMY**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt the Warning Resolution Ralph Bennett and that a copy of this Board Report and Warning Resolution be served upon Ralph Bennett.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Ralph Bennett, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Ralph Bennett 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.

11-0427-EX19

**WARNING RESOLUTION – LLOYD BROWN
TEACHER, HARLAN COMMUNITY ACADEMY**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt the Warning Resolution Lloyd Brown and that a copy of this Board Report and Warning Resolution be served upon Lloyd Brown.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Lloyd Brown, Teacher, to inform him that he has engaged in unsatisfactory conduct.

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

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

AFFIRMATIVE ACTION REVIEW: None.

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

PERSONNEL IMPLICATIONS: None.

11-0427-EX20

**WARNING RESOLUTION – XOCHITL CHAVARRIA-LUJAN
TEACHER, NORTHWEST MIDDLE SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt the Warning Resolution Xochitl Chavarria-Lujan and that a copy of this Board Report and Warning Resolution be served upon Xochitl Chavarria-Lujan.

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

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Xochitl Chavarria-Lujan 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.

11-0427-EX21

**WARNING RESOLUTION – GLORIA CRUZ
TENURED TEACHER, ASSIGNED TO LASALLE ELEMENTARY LANGUAGE ACADEMY
TO THE CHICAGO BOARD OF EDUCATION**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

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 Gloria Cruz, 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 Gloria Cruz, 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.

11-0427-EX22

**WARNING RESOLUTION – CHRISTOPHER DOWELL
TEACHER, DODGE RENAISSANCE ACADEMY**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt the Warning Resolution Christopher Dowell and that a copy of this Board Report and Warning Resolution be served upon Christopher Dowell.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Christopher Dowell, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Christopher Dowell 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.

11-0427-EX23

**WARNING RESOLUTION – CAROLYN GIPSON
TEACHER, HIRSCH HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt the Warning Resolution Carolyn Gipson and that a copy of this Board Report and Warning Resolution be served upon Carolyn Gipson.

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

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Carolyn Gipson 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.

11-0427-EX24

**WARNING RESOLUTION – JACQUELINE HARRIS
TEACHER, FRANK L. GILLESPIE SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt the Warning Resolution Jacqueline Harris and that a copy of this Board Report and Warning Resolution be served upon Jacqueline Harris.

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

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Jacqueline Harris 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.

11-0427-EX25

**WARNING RESOLUTION – LISA HOEPER
TEACHER, EDWIN FOREMAN HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt the Warning Resolution Lisa Hoepfer and that a copy of this Board Report and Warning Resolution be served upon Lisa Hoepfer.

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

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Lisa Hoepfer 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.

11-0427-EX26

**WARNING RESOLUTION – WILLIAM LYONS
TEACHER, WALTER PAYTON COLLEGE PREP HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt the Warning Resolution William Lyons and that a copy of this Board Report and Warning Resolution be served upon William Lyons.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to William Lyons, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against William Lyons 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.

11-0427-EX27

**WARNING RESOLUTION – ELISA MARQUEZ
TENURED TEACHER, CAMERON ELEMENTARY**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt the Warning Resolution Elisa Marquez and that a copy of this Board Report and Warning Resolution be served upon Elisa Marquez.

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

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Elisa Marquez 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.

11-0427-EX28

**WARNING RESOLUTION – PATRICIA MENDOZA
TEACHER, WELLS COMMUNITY ACADEMY HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopt the Warning Resolution Patricia Mendoza and that a copy of this Board Report and Warning Resolution be served upon Patricia Mendoza.

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

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Patricia Mendoza 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.

11-0427-EX29

**WARNING RESOLUTION - TERRY MITTER
COUNSELOR, ASSIGNED TO PICCOLO ELEMENTARY SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

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

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, Terry Mitter, 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 Terry Mitter 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.

11-0427-EX30

**WARNING RESOLUTION – WALTER NEGRON
TEACHER, MARQUETTE SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-PO1, a Warning Resolution must be adopted and issued to Walter Negrón, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the referring of dismissal charges against Walter Negrón 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.
90

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

PERSONNEL IMPLICATIONS: None.

11-0427-EX31

**WARNING RESOLUTION – MONEKA REYNOLDS-SMITH
TENURED TEACHER, ASSIGNED TO DVORAK TECHNOLOGY ACADEMY**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Moneka Reynolds-Smith and that a copy of this Board Report and Warning Resolution be served upon Moneka Reynolds-Smith.

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

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

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

AFFIRMATIVE ACTION REVIEW: None.

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

PERSONNEL IMPLICATIONS: None.

11-0427-EX32

**WARNING RESOLUTION – HOLLY ROUSER
TENURED TEACHER – SPEECH PATHOLOGIST,
OFFICE OF SPECIAL EDUCATION AND SUPPORTS**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

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 Holly Rouser, Teacher – Speech Pathologist, 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 Holly Rouser 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.

11-0427-EX33

**WARNING RESOLUTION – GLORIA THOMPSON
TENURED TEACHER, ASSIGNED TO PATRICK HENRY 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 Gloria Thompson and that a copy of this Board Report and Warning Resolution be served upon Gloria Thompson.

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 Gloria Thompson, 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 Gloria Thompson, 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.

11-0427-EX34

**WARNING RESOLUTION - MARK THOMPSON
TENURED TEACHER, ASSIGNED TO HARLAN COMMUNITY 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 Mark Thompson and that a copy of the Board Report and Warning Resolution be served upon Mark Thompson.

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, Mark Thompson, 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 Mark Thompson, 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.

11-0427-EX35

**WARNING RESOLUTION - ANDRADA VONEA
TENURED TEACHER, ASSIGNED TO CHICAGO MILITARY ACADEMY**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

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

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, Andrada Vonea, 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 Andrada Vonea, 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.

11-0427-EX36

**WARNING RESOLUTION – DEBORAH WARD
TENURED TEACHER, LAWNSDALE COMMUNITY ACADEMY**

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

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 Deborah Ward, 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 Deborah Ward 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 Richardson-Lowry indicated that if there were no objections, Board Reports 11-0427-EX16 through 11-0427-EX36 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 11-0427-EX16 through 11-0427-EX36 adopted.

11-0427-EX37

**ADOPT FINDING THAT PUPILS ARE NON-RESIDENTS
OF THE CITY OF CHICAGO INDEBTED TO THE
CHICAGO PUBLIC SCHOOLS FOR NON-RESIDENT TUITION**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education: (i) find that the custodial parent, mother, of former CPS pupil (ID #37948586) and current CPS pupil (ID #40063773) was a non-resident of the City of Chicago from the time she enrolled the pupils through the present, for the time that the identified students attended CPS schools; (ii) hold the pupils' custodial parent accountable as indebted to the Board for non-resident tuition for the pupils' attendance in the Chicago Public Schools for their respective times of enrollment which occurred between September, 2007 through the present, in the total amount of \$ 40,164.29; (iii) reject any objections by the parents to the Board's findings; and (iv) bar the pupils from continued and/or future attendance in the Chicago Public Schools unless and until all non-resident tuition owed is paid in full

DESCRIPTION:

Sections 10-20.12a and 10-20.12b (105 ILCS 5/10-20.12a and 10-20.12b) of the Illinois School Code and Board Rule 5-12 authorize and empower the Board to charge tuition, not exceeding 110% of the per capita cost of maintaining its schools during the preceding school year, to pupils enrolled in the Chicago Public Schools determined to be non-residents of the City of Chicago. Further, section 10-20.12b provides that a hearing be held, when requested by the person who enrolled the pupils, to determine whether or not a pupil who is believed to be a non-resident resides within the City of Chicago. If after notice of the initial determination of non-residency, the person who enrolled the pupil does not request a hearing or, if requested, the hearing results in a finding that the pupil does not reside in the district the person who enrolled the pupil shall be charged tuition for the period of non-resident school attendance and the pupil shall be barred from attending school in the district unless the required tuition is paid for the pupil.

LSC REVIEW: LSC review is not applicable to this report

AFFIRMATIVE ACTION REVIEW: Affirmative action review is not applicable to this report

FINANCIAL: If the pupil is found to have been a non-resident during any time the pupil attended the Chicago Public Schools, the person(s) who enrolled the pupil shall be charged tuition for that time.

PERSONNEL IMPLICATIONS: None.

11-0427-EX38

**ADOPT FINDING THAT PUPILS ARE NON-RESIDENTS
OF THE CITY OF CHICAGO INDEBTED TO THE
CHICAGO PUBLIC SCHOOLS FOR NON-RESIDENT TUITION**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education: (i) find that the custodial parent, mother, of current CPS pupils (ID #42683310 and ID #42653179) was a non-resident of the City of Chicago from the time she enrolled the pupils through the present, for the time that the identified students attended CPS schools; (ii) hold the pupils' custodial parent accountable as indebted to the Board for non-resident tuition for the pupils' attendance in the Chicago Public Schools for their respective times of enrollment, which occurred between September, 2009 through the present, in the total amount of \$ 41,882.15; (iii) reject any objections by the parents to the Board's findings; and (iv) bar the pupils from continued and/or future attendance in the Chicago Public Schools unless and until all non-resident tuition owed is paid in full

DESCRIPTION:

Sections 10-20.12a and 10-20.12b (105 ILCS 5/10-20.12a and 10-20.12b) of the Illinois School Code and Board Rule 5-12 authorize and empower the Board to charge tuition, not exceeding 110% of the per capita cost of maintaining its schools during the preceding school year, to pupils enrolled in the Chicago Public Schools determined to be non-residents of the City of Chicago. Further, section 10-20.12b provides that a hearing be held, when requested by the person who enrolled the pupils, to determine whether or not a pupil who is believed to be a non-resident resides within the City of Chicago. If after notice of the initial determination of non-residency, the person who enrolled the pupil does not request a hearing or, if requested, the hearing results in a finding that the pupil does not reside in the district, the person who enrolled the pupil shall be charged tuition for the period of non-resident school attendance and the pupil shall be barred from attending school in the district unless the required tuition is paid for the pupil.

LSC REVIEW: LSC review is not applicable to this report

AFFIRMATIVE ACTION REVIEW: Affirmative action review is not applicable to this report

FINANCIAL: If the pupil is found to have been a non-resident during any time the pupil attended the Chicago Public Schools, the person(s) who enrolled the pupil shall be charged tuition for that time.

PERSONNEL IMPLICATIONS: None.

President Richardson-Lowry indicated that if there were no objections, Board Reports 11-0427-EX37 and 11-0427-EX38 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 11-0427-EX37 and 11-0427-EX38 adopted.

11-0427-RS6

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
REGARDING THE DISMISSAL OF CAROL HUDSON, TENURED TEACHER,
ASSIGNED TO A.N. PRITZKER ELEMENTARY SCHOOL**

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

WHEREAS, after the conclusion of the dismissal hearing afforded Carol Hudson, the hearing officer made written findings of fact and conclusions of law, and recommended the dismissal of Carol Hudson; and

WHEREAS, the Board of Education of the City of Chicago has reviewed the post-hearing briefs and hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of Hearing Officer Kohn regarding the dismissal charges preferred against Carol Hudson; 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 constitute cause and grounds for Carol Hudson's dismissal; and

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that Carol Hudson be dismissed;

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 parties, the Board of Education of the City of Chicago adopts the recommendation of the hearing officer, except for the following corrections or clarifications:

- i. We find that Hudson did violate Section 2-11 of the Employee Discipline and Due Process Policy by making comments about student A.B which ultimately lead him being humiliated and ridiculed by classmates, although A.B was not present when the comments were made. (H.O. opinion and order pg. 14);

Section 2: Carol Hudson 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/~~rejected~~ by the members of the Board of Education of the City of Chicago on April 27, 2011.

11-0427-RS7

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

WHEREAS, on April 20, 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
Shirley Brazzle	Fairfield Elementary School	April 27, 2011
Nettie Dortch	Gary School	April 27, 2011
Cleotha Jackson	Southside Occupational Academy	April 27, 2011
Randy McKissack	Prosser Career Academy High School	April 27, 2011
Olivia Perez	Citywide Food Service	April 27, 2011
Reed Randolph	Bright School	April 27, 2011
Camilla Rogers	Howe Elementary School	April 27, 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.

11-0427-RS8

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

WHEREAS, on April 20, 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>
James Blackwood	Fulton Elementary School	April 27, 2011
Lorissa Ells	Faraday Elementary School	April 27, 2011
Traci Wynne	Hirsch Metro High School	April 27, 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 April 20, 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 their dismissal after adoption of the resolution.

11-0427-RS9

RESOLUTION AUTHORIZING THE HONORABLE TERMINATION OF REGULARLY CERTIFIED AND APPOINTED TEACHERS

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A

REASSIGNED TEACHERS SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Rose	Hensle	May 12, 2011

11-0427-RS10

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER'S RECOMMENDATION
TO DISMISS/NON-RENEW PROBATIONARY APPOINTED TEACHERS AT THE END OF THE
2010-2011 SCHOOL YEAR**

WHEREAS, on April 18, 2011, the Chief Executive Officer recommended that the Board dismiss or non-renew probationary appointed teachers at the end of the 2010-2011 school year and has provided a reason for this recommendation with respect to each of those probationary appointed teachers:

NOW, THEREFORE, BE IT RESOLVED,

1. The Board accepts the Chief Executive Officer's recommendation and dismisses probationary appointed teachers identified in the Chief Executive Officer's April 18, 2011 recommendation, which recommendation is on file with the Board Secretary, effective at the end of the 2010-2011 school year.
2. The Chief Executive Officer will deliver notices of dismissal or non-renewal to the affected probationary appointed teachers listed after adoption of this Resolution.
3. Pursuant to the procedures of the Chief Executive Officer adopted at the end of the 2010-2011 school year, probationary appointed teachers dismissed/non-renewed with an unsatisfactory rating or dismissed/non-renewed for a second time shall not be eligible for re-employment by the Board of Education.
4. Pursuant to the collective bargaining agreement between the Board and the Chicago Teachers Union (approved in Board Resolution #07-0926-EX8):
 - a. Said probationary appointed teachers shall be dismissed effective at the end of the 2010-2011 school year.
 - b. Health and dental benefits for probationary appointed teachers who will receive notice of non-renewal from the Chief Executive Officer are extended to August 31, 2011, provided that the probationary appointed teacher makes required employee contributions
 - c. Probationary appointed teachers who receive notice of non-renewal pursuant to this resolution, but who are reappointed within ten (10) school months of their non-renewal, shall not suffer a break in service for purposes of attaining tenure.

The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on April 18, 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(a) and 105 ILCS 5/34-84. His recommendation included the names of the Teachers affected and the reasons. He also noted that the Teachers affected will be notified of their dismissal as soon as practicable after adoption of the Board resolution.

President Richardson-Lowry indicated that if there were no objections, Board Reports 11-0427-RS6 through 11-0427-RS10 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 11-0427-RS6 through 11-0427-RS10 adopted.

11-0427-OP8

**AUTHORIZE THE PUBLIC BUILDING COMMISSION OF CHICAGO TO PURCHASE
THE PROPERTY AT 10432 SOUTH INDIANAPOLIS BOULEVARD
FOR THE CONSTRUCTION OF A NEW SOUTHEAST AREA ELEMENTARY SCHOOL**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

On April 22, 2009, the Board adopted Resolution Number 09-0422-RS24 requesting the Public Building Commission of Chicago ("PBC") acquire for the Chicago Board of Education approximately 3 acres of property at the southwest corner of 104th Street and South Indianapolis Boulevard ("Site") for the construction of a new elementary school to relieve overcrowding in the Southeast Area Community. The site consists of seven (7) separate parcels. On June 23, 2010, the Board adopted Resolution Number 10-0623-RS31 providing funding to the PBC to acquire land for the Southeast Area Elementary School ("Project").

The purpose of this Board Report is to authorize the PBC to acquire by condemnation the property at 10432 S Indianapolis Boulevard for \$1,600. The authorization granted herein will automatically rescind in the event the settlement agreement final judgment order is not executed and entered within 120 days of this Board Report. Information pertinent to the acquisition is as follows:

OWNERS: Martin Oil Service, Inc. American Premier Underwriting
 Martin Oil Marketing, Ltd. Successor to the Penn Central Corp.
 4501 W. 127th Street Suite C 600 Vine Street Suite 1900
 Alsip, Illinois 60803 Cincinnati, OH 45202

PROPERTY: Vacant 472 square foot interior parcel zoned M-1 Limited Manufacturing Business District. Property is located within the block bounded by Indianapolis Boulevard on the east, 104th Street on the north and 105th Street on the south. Common address 10432 S Indianapolis Boulevard, Chicago.

PIN: 26-08-404-025

USE: For the construction of the new Southeast Area Elementary School.

PURCHASER: Public Building Commission of Chicago for the Chicago Board of Education.

APPRAISALS: For BOE and PBC:
 KMD Valuation: \$1,600
 Gibbons & Gibbons: \$2,500

JUDGMENT: \$1,600.

DUE DILIGENCE: PBC and the Board performed Phase I and Phase II environmental testing on the Property. No underground storage tanks were located on the Property.

AUTHORIZATION:

1. Authorize the PBC to proceed with the acquisition of the Property by condemnation proceedings on behalf of the Board of Education.
2. Authorize the General Counsel or his designee to include relevant terms and conditions in the Stipulation and Final Judgment Order as he deems necessary
3. Authorize the General Counsel to execute all ancillary documents required to complete the land acquisition.
4. Authorize the Comptroller to issue a check to the PBC for a total of \$1,600 for the acquisition of the Property by condemnation.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: None. Local School Council is not applicable to this report.

FINANCIAL: Charge to Operations Department: \$1,600
 Budget Classification No.: 12150-479-56310-009538-620000-2010
 Fiscal Year: 2011
 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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

EXHIBIT A

LEGAL DESCRIPTION:

THAT PART OF LOT 30 LYING EAST OF THE RAILROAD RIGHT OF WAY IN BLOCK 22 IN IRONWORKER'S ADDITION TO SOUTH CHICAGO IN PARTS OF SECTION 8 AND 17, TOWNSHIP 17 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT RAILROAD)

PIN: 26-08-404-025

COMMON ADDRESS: 10432 S. INDIANAPOLIS BOULEVARD, CHICAGO, IL.

11-0427-OP9

AUTHORIZE THE PUBLIC BUILDING COMMISSION OF CHICAGO TO PURCHASE THE PROPERTY AT 10491 SOUTH INDIANAPOLIS BOULEVARD FOR THE CONSTRUCTION OF A NEW SOUTHEAST AREA ELEMENTARY SCHOOL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

On April 22, 2009, the Board adopted Resolution Number 09-0422-RS24 requesting the Public Building Commission of Chicago ("PBC") acquire for the Chicago Board of Education approximately 3 acres of property at the southwest corner of 104th Street and South Indianapolis Boulevard ("Site") for the construction of a new elementary school to relieve overcrowding in the Southeast Area Community. The site consists of seven (7) parcels. On June 23, 2010, the Board adopted Resolution Number 10-0623-RS31 providing funding to the PBC to acquire land for the Southeast Area Elementary School ("Project").

The purpose of this Board Report is to authorize the PBC to acquire by contract the property at 10491 S Indianapolis Boulevard for \$89,600 and to authorize the General Counsel or his designee to negotiate and to accept certain indemnification provisions relating to the Property. The authorization granted herein will automatically rescind in the event a written agreement to purchase the Property is not executed and entered within 120 days of this Board Report. Information pertinent to the purchase and contract is as follows.

SELLER: Norfolk Southern Railway Company
 c/o James Ahonen
 Property Manager
 4600 Deer Path Road, Suite 202
 Harrisburg, PA 17110
 Linda V. Hill, Esq.
 General Attorney, Real Estate
 Norfolk Southern Corp.
 1200 Peachtree Street, NE, 12th Floor
 Atlanta, GA 30309-3579

PROPERTY: 14,314 square foot, vacant former railroad right of way, zoned M-1 Limited Manufacturing Business District. Property is located within the block bounded by Indianapolis Boulevard on the east, 104th Street on the north and 105th Street on the south. Legal description for the Property is attached as Exhibit A. Common address 10491 S. Indianapolis Boulevard, Chicago. There is a billboard sign on the Property. Seller will terminate the Billboard License Agreement before closing.

PIN: 26-08-404-067

USE: For the construction of the new Southeast Area Elementary School.

PURCHASER: Public Building Commission of Chicago for the Chicago Board of Education.

PURCHASE PRICE: \$89,600

APPRAISALS: For BOE and PBC: For Owner:
 KMD Valuation: \$85,000-\$95,000 \$89,600
 Gibbons & Sidhu: \$110,000

DUE DILIGENCE: PBC and the Board performed Phase I and Phase II environmental testing on adjacent properties. The contract for the purchase of the Subject Property includes a Right of Entry which will allow the PBC and the Board to complete their investigation of the Property. Contract may be terminated without liability if the PBC or the Board determines that the Property is unsuitable for school purposes.

INDEMNIFICATION: Authorize the General Counsel to negotiate and approve an indemnification provision in the contract.

CLOSING: Closing shall occur on or about 90 days from the date of the execution of the contract.

AUTHORIZATION:

1. Authorize the PBC to proceed with the acquisition of the Property by contract on behalf of the Board of Education.
2. Authorize the General Counsel or his designee to negotiate and include relevant terms and conditions in the written agreement to purchase the Property as he or she deems necessary, including insurance and indemnification provisions.
3. Authorize the General Counsel to execute all ancillary documents required to complete the land acquisition.

4. Authorize the Comptroller to issue a check to the PBC for a total of \$89,600 for the acquisition of the Property plus \$2,000 for closing costs.
5. Authorize the PBC to institute condemnation proceedings in the event a written agreement is not executed within 120 days hereof or Seller is unable to deliver clear title.

AFFIRMATIVE ACTION:

Exempt.

LSC REVIEW:

None. Local School Council is not applicable to this report.

FINANCIAL:

Charge to Operations Department: \$89,600 plus \$2,000 for closing costs
Budget Classification No.: 12150-479-56310-009538-620000-2010
Fiscal Year: 2011
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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

EXHIBIT A

LEGAL DESCRIPTION:

THOSE PARTS OF LOTS 8, 9, 10, 11, 27, 28, 29, 30, AND 31, AND ALSO THOSE PARTS OF THE EAST/WEST 14 FOOT ALLEY AND THE NORTHWEST/SOUTHEAST 20 FOOT ALLEY BEING A FIFTY FOOT WIDE STRIP OF LAND IN BLOCK 22 IN IRONWORKER'S ADDITION TO SOUTH CHICAGO IN PARTS OF SECTIONS 8 AND 17, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF SOUTH INDIANAPOLIS AVENUE SAID POINT BEING 371.62' NORTHWESTERLY ALONG SAID WESTERLY LINE FROM THE NORTH LINE OF EAST 105TH STREET; THENCE CONTINUING ALONG SAID WESTERLY LINE A DISTANCE OF 50.90 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVE LINE TO THE LEFT HAVING A RADIUS OF 482.45 FEET A DISTANCE OF 249.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 29 (SAID POINT DISTANT 136.09 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 31); THENCE SOUTH ALONG THE EAST LINE OF THE NORTH/SOUTH 14 FOOT ALLEY (EAST LINE OF SAID NORTH/SOUTH 14 FOOT ALLEY COINCIDENT WITH THE WEST LINE OF SAID LOTS 28, 29, 30, AND 31), A DISTANCE OF 116.56 FEET TO A POINT DISTANT 40.14 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 28; THENCE NORTHEASTERLY ALONG A CURVE LINE TO THE RIGHT HAVING A RADIUS OF 432.45 FEET A DISTANCE OF 332.12 FEET TO SAID POINT OF BEGINNING.

PIN NOS.: 26-08-404-067-0000

COMMON ADDRESS: 10491 S. INDIANAPOLIS BLVD., CHICAGO, IL

President Richardson-Lowry indicated that if there were no objections, Board Reports 11-0427-OP8 and 11-0427-OP9 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 11-0427-OP8 and 11-0427-OP9 adopted.

11-0427-RS1

**2011 ANNUAL RESOLUTION DESIGNATING
CERTAIN POSITIONS AS "SPECIAL NEEDS" POSITIONS
PURSUANT TO THE CHICAGO BOARD OF EDUCATION'S RESIDENCY POLICY**

WHEREAS, the Chicago Board of Education ("Board") has the power to require its employees to be residents of the City of Chicago pursuant to Section 34-83.1 of the Illinois School Code (105 ILCS 5/34-83.1); and

WHEREAS, the Board has the authority under Section 34-18 of the Illinois School Code, 105 ILCS 5/34-18, to promulgate rules establishing procedures regarding the residence of its employees, and

WHEREAS, the Board, pursuant to the above articulated authority, promulgated its Residency Policy (Board Report 08-0227-PO3) for its employees ("Residency Policy"); and

WHEREAS, the Residency Policy provides that all employees hired on or after November 20, 1996 will be required to be actual residents of the City of Chicago within six months from the day their employment begins but permits the Board to grant three-year "special needs waivers" to certain applicants or employees who apply for a waiver and are hired to "special needs positions" designated by the Board on recommendation of the Human Capital Department, and

WHEREAS, the Human Capital Department has recommended to the Board that certain positions be designated as "special needs positions" based on vacancies, age of vacancies, trend data with respect to number of applicants per vacancy, and other experience in recruiting and filling the designated positions.

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

1. The following positions are designated as "special needs positions" for which special needs waivers may be granted in accordance with the Residency Policy.
 - a. *Special education teachers.*
 - b. *Mathematics teachers.*
 - c. *Science teachers.*
 - d. *Librarians.*
 - e. *School Psychologists.*
 - f. *Guidance Counselors.*
 - g. *Speech Pathologists.*
 - h. *School Nurses.*
 - i. *Reading Teachers.*
 - j. *Bilingual Teachers.*
 - k. *Physical Education Teachers.*
 - l. *ROTC Military Instructors, ROTC Supervisor, and ROTC Administrative Assistants.*
 - m. *Sign language Interpreters.*
 - n. *Occupational and Physical Therapy.*
 - o. *Health Service Nurses.*
 - p. *World Language Teachers in Low Incidence Language Course Offerings including Chinese, Arabic, Russian, Latin, and Farsi.*
2. Even though the above-captioned positions have been found to be "special needs" positions, applicants and eligible employees are encouraged to establish or maintain residence in the City of Chicago consistent with the purposes of the Residency Policy.
3. This Resolution shall be effective upon adoption, and shall replace all prior resolutions or other Board actions that may be construed as conflicting with any provision set forth herein.
4. This Resolution shall remain in effect until amended by the Board or until the Board adopts a 2012 Annual Resolution Designating Certain Positions as "Special Needs" Positions.

11-0427-RS2

**AMEND BOARD REPORT 11-0323-RS4:
RESOLUTION RE: APPOINTMENT OF NON-TEACHING STAFF REPRESENTATIVES
TO ELECTED LOCAL SCHOOL COUNCILS TO FILL VACANCIES
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 have been conducted at the schools identified on the attached list to ascertain the preferences of the school's staff regarding the appointment of a representative of the school's non-teaching staff to fill the vacancy on the school's local school councils; and

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

WHEREAS, after the appointment of non-teaching staff representatives made on March 23, 2011, the principals of Hurley Elementary School, Near North Elementary School and Waters Elementary School reported clerical errors by their schools in reporting the results of their non-binding advisory polls,

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

1. The individuals identified ~~on the list attached as Exhibit A below with underscoring~~ are hereby appointed to serve as non-teaching staff representatives on their school's Local School Council for the remainder of the term of office ending June 30, 2012 in place of the individuals identified in error on Exhibit A to Board Report 11-0323-RS4 and whose names are stricken below
2. The Resolution is effective immediately upon adoption.

<u>Unit Name</u>	<u>First Name</u>	<u>Last Name</u>
Hurley	Marie	deMoreno
Hurley	Catherine	Manno
Near No Sp Ed Ctr	Alicia	Castillo
Near No Sp Ed Ctr	Estrelita	Saulsberry
Waters	Cecibel	Amerson
Waters	Robert	Christenson

11-0427-RS3

**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 have been conducted at the schools identified on the attached list to ascertain the preferences of the school's staff regarding the appointment of a representative of the school's non-teaching staff to fill the vacancy on the school's local school councils; and

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

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

1. *The individuals identified on the attached list are hereby appointed to serve as non-teaching staff representatives on their school's Local School Council for the remainder of the term of office ending June 30, 2012.*
2. The Resolution is effective immediately upon adoption.

EXHIBIT A

<u>SCHOOL</u>	<u>NAME</u>
Barry	Donna Hansen
Brown, Ronald	Alicia Fulford-Briscoe
Dewey	Viarnette Harrell
Dunbar	Preston Dixon
Goodlow	Shirley Jackson
Hay	Veada Sercye
Herbert	Rosie Clark-Scott
Lavizzo	Claretha Morrell
Manierre	Nathaniel Burns
Crane, Richard T.	Constance Ramsay
Young, Whitney	Nicholas Dardugno

11-0427-RS4

RESOLUTION RE: APPOINTMENTS TO APPOINTED LOCAL SCHOOL COUNCILS TO FILL VACANCIES 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), and the schools identified below operate with ALSCs;

WHEREAS, the Governance Policy authorizes ALSCs to recommend candidates to fill parent representative vacancies and authorizes schools to conduct non-binding preference polls of the students or staff members for candidates to fill student and staff representative vacancies, respectively.

WHEREAS, pursuant to the Governance Policy, the recommendations and poll results are to be forwarded to the Chief Area Officer 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 candidates named below to the Board for its consideration in its exercise of absolute discretion in making its appointments to the ALSCs of the identified schools to fill vacancies for the term of office ending June 30, 2012:

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

1. The candidates named below are appointed to serve as members of the Appointed Local School Councils of the identified schools in the specified categories.
2. This Resolution is effective immediately upon adoption.

<u>CANDIDATE</u>	<u>REPLACING</u>	<u>CATEGORY</u>	<u>SCHOOL</u>
Daniel A. Ortiz	Marco Camacho	Teacher	Multicultural Arts H S
Maria Lugo	Position Vacant	Parent	Infinity H. S.
Luz Salazar	Position Vacant	Parent	Infinity H. S.
Stephanie Espinoza	Position Vacant	Student	Infinity H. S.

11-0427-RS5

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

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

WHEREAS, the School Code that vacancies in teacher representative positions on local school councils are to be filled 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(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 teacher representatives on the Local School Councils of the identified schools for the remainder of the term of office ending June 30 2012.
2. The Resolution is effective immediately upon adoption.

<u>APPOINTED TEACHER</u>	<u>TEACHER BEING REPLACED</u>	<u>SCHOOL</u>
Dawn Douglas	Tina Curry	Ryder Elementary
Sherry Williams	Beatrice Henderson-Golden	Stagg Elementary

11-0427-PO1

**AMEND BOARD REPORT 08-0326-PO1
CHARTER SCHOOL CAPITAL AND FACILITY BUDGET POLICY**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board amend the Charter School Capital and Facility Budget Policy, 08-0326-PO1.

POLICY TEXT:

I. Purpose and Goals

The Chicago Board of Education currently has granted or approved charters to ~~forty-one~~ ~~thirty~~ Charter Schools. Thirteen Charter Schools have the legal capacity to operate on multiple campuses. As of the date of this amended policy, ten Charter Schools have opened more than one campus. Charter Schools opened after April 16, 2003 are authorized to operate only on one campus.

Pursuant to 105 ILCS 5/27A-5, Charter Schools may negotiate or contract with a school district for "(i) the use of a school building and grounds or any other real property or facilities that the charter school desires to use or convert for use as a charter school site; and (ii) the operation and maintenance thereof." Under this statute "a school district may charge a charter school reasonable rent for the use of the district's buildings, grounds and facilities."

This policy is guided by two essential goals for providing schools support.

- (1) An interest in providing capital and other financial assistance to Charter Schools; and
- (2) Strategic planning for the allocation of Board physical and budgetary resources.

II. Definitions

Board Property: Any building or other real property owned or leased by the Board, including any real property held by the City of Chicago in trust for the Board or held by the Public Building Commission.

Capital Assistance: Funds provided by the Board or third parties to upgrade Board Property that is or will be leased to Charter Schools. Capital Assistance may include allocations from the Board's capital or non-capital budgets. Allocations of capital funds shall be limited to improvements of, or repairs to Board Property.

Other Financial Assistance: Allocations of non-capital funds also may be available to Charter Schools which operate in Board facilities or in private, non-Board facilities, subject to the limitations in this policy and the Charter Schools Act.

Charter Schools: Charter Schools are independently-operated public schools, approved and certified under the Illinois Charter Schools Law, 105 ILCS 5/27A. Charter School teachers and staff are employees of the nonprofit organization that governs the Charter School or an education management organization hired by the nonprofit organization.

III. Application of Policy

Upon the effective date of this policy, it shall ~~The requirements of this policy apply to all Charter Schools requests to use or improve currently using or requesting the use of Board Property, and all Charter School requests to receive other capital or other financial assistance from the Board, and all Charter School requests for Board support of a Charter School's application for third party capital or financial assistance.~~

IV. Board Capital and Financial Assistance

In preparing the annual fiscal year budget, the Chief Financial Officer (CFO) shall determine whether and how much of the Board's capital funds should be expended to improve and repair Board Property that is or will be leased to Charter Schools. The CFO and the Chief Executive Officer (CEO) shall make recommendations to the Board regarding said capital support. As part of the annual budget process, any capital funds allocated to improve Board Property that is or will be leased to a Charter School shall be approved by the Board prior to any expenditures.

Any Charter School that applies for a grant of capital funds to improve any property that is not owned by the Board must include in the proposal a method for conveyance of title to the property to the Board. All other financial assistance to Charter Schools shall be provided for in the agreement between the Charter School and the Board, as approved by the Illinois State Board of Education or in a grant agreement approved by the Board.

All applications for capital or other financial assistance to improve facilities must be reviewed to ensure the Board's compliance with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, other applicable laws related to access for persons with disabilities, and related Board policies. Also such applications shall be reviewed for compliance with federal and state laws governing the use of tax-exempt bond proceeds, and taxable bond proceeds when applicable.

The CEO or his designees are directed to conduct a review of the terms of all existing Charter School agreements and leases with Charter Schools. If those agreements and leases are inconsistent with this policy, the CEO or his designees are directed to reconcile those agreements and leases with this policy at the earliest opportunity but no later than prior to the Board's consideration of any contract or lease amendments or renewals.

V. Non-Board Capital and Financial Assistance

Any request for Board support of a Charter School application for third party capital or financial assistance must be made in writing and submitted to the Chief of the Office of New Schools (ONS) and the CFO.

If a Charter School is applying to third parties for capital or financial assistance for the purpose of funding improvements to Board property leased to the Charter School (the "Transaction") and requests a longer lease term to support this application, the Board may authorize a lease term of not more than seven (7) years in duration. Any such request for a longer lease term must, at a minimum, satisfy the following: (1) the lease shall not be pledged as security to the Transaction; (2) no party other than the Charter School shall have the right to possession of the leased facility; (3) no party shall have the right to foreclose on the lease of Board property; (4) the Charter School shall complete the evaluation process established by the CFO and ONS for extended lease term requests and received a satisfactory rating; (5) the Charter School shall not be in default under any agreement with the Board, including but not limited to an existing charter agreement or charter lease; and (6) the Charter School shall pay the Board's attorney fees and expenses associated with the Transaction.

Any Charter School request for Board support of an application for third party capital or financial assistance, including requests for a longer lease term, is subject to Board approval, in its sole discretion.

VI. V. Identification of Potential Charter Schools Facility Opportunities

Periodically, the CEO or his designee will perform an assessment of certain Board Property potentially available for lease to a Charter School. The results of these assessments will be reported to the Board in a timely manner.

VII. VI. Notice

The CEO shall provide not less than sixty days notice of his intent to request approval from the Board to improve and/or lease Board Property to a Charter School. The notice shall be presented in the form of a memorandum to the Secretary of the Board describing 1) the Board Property proposed to be leased and/or improved, and 2) the anticipated repairs.

VIII. VII. Lease Agreement

Prior to occupancy of Board Property, a Charter School shall execute a lease agreement in a form approved by the Chief Operating Officer (COO) and the General Counsel. All charter school lease agreements shall be approved by the Board prior to execution. This provision of this policy is a direct limitation on the authority granted to the COO in Board Rule 2-27(d)(2). All such Charter School leases shall not be for a period more than five (5) years and shall not provide the lessee with any rights to renew except when otherwise authorized by the Board in accordance with Section V herein. Further, all such Charter School leases shall comply with any applicable federal or state laws regarding tax-exempt financing and taxable financing.

Any lease agreement entered into pursuant to this policy shall provide that in the event of termination of the Charter School's charter agreement: (1) the charter lease shall terminate; and (2) all capital improvements permitted, made and/or funded pursuant to this policy shall remain on the Board's Property and shall become property of the Board, at no additional cost to the Board.

IX. VIII. Guidelines

The COO is directed to establish guidelines and procedures for evaluating requests for the use of Board Property and for establishing standards for capital improvements to Board Property that are being occupied by a Charter School.

LEGAL REFERENCES: Illinois Charter Schools Law, Illinois School Code, 105 ILCS 5/27A

11-0427-RU1

**ESTABLISH NEW BOARD RULE 4-17 AND
AMEND BOARD RULES 4-4, 6-28, 6-29, 6-30 AND 7-15**

THE GENERAL COUNSEL RECOMMENDS:

That the Board establish new Board Rule 4-17 regarding civil unions and domestic partners, amend Board Rule 4-4 for periodic updates to employee criminal background checks, amend Board Rules 6-28 6-29 and 6-30 to provide for a non-teacher staff representative on a Local School Council and amend Board Rule 7-15 regarding the Chief Operating Officer's delegated authorities.

Sec. 4-17 Domestic Partners and Parties to a Civil Union; Definitions and Applicability of Terms.

a. Domestic Partner Definition. The term domestic partner(s), as referred to in Board Rules and Policies, shall mean individuals who (1) are at least 18 years of age, (2) are of the same sex, (3) are unmarried (single, divorced, or widowed) and not a party to a civil union, (3) are each other's sole partner, (4) are responsible for each other's common welfare; (5) are residing in the same residence, (6) are not related by blood closer than would bar marriage in the State of Illinois; and (7) satisfy two of the following additional requirements: (i) have been residing together for at least 12 months; (ii) have common or joint ownership of a residence; (iii) jointly own a motor vehicle, credit account, checking account, or residential lease; or (iv) one or both have declared the other as the primary beneficiary on his or her will.

b. Civil Union Definition. The term civil union means a legal relationship between two persons of either the same or opposite sex established pursuant to the Illinois Religious Freedom Protection and Civil Union Act (P.A. 096-1513, effective June 1, 2011), referred to herein as the "Illinois Civil Union Act". Under the Illinois Civil Union Act, a marriage between persons of the same sex, a civil union, or a substantially similar legal relationship other than common law marriage, legally entered into in another jurisdiction, shall be recognized in Illinois as a civil union.

c. Party To A Civil Union Definition. A party to a civil union means a person who has established a civil union as defined in section b. of Board Rule 4-17.

d. Applicability of Terms to Board Rules and Policies. A party to a civil union and a domestic partner shall be considered included in any definition or use of the terms "spouse", "family", "immediate family", "dependent", "next of kin", "in-law", "married", "relative" and other related terms that denote the spousal relationship or affiliation as those terms are used throughout Board Rules and Policies.

Sec. 4-4. Employment Requirements. Board employees must conduct themselves in a manner that is consistent with the Board's status as a publicly financed primary and secondary educational institution, and with the Board's mission to provide a high quality public education to the children of the City of Chicago. Accordingly, all applicants for employment and employees shall be subject to the following requirements:

a. Residency. All employees must comply with the Board's Residency Policy. Employees hired by the Board shall be advised in writing of the Residency Policy's requirements, including application procedures for waivers of the policy for teachers in special needs positions. Employees' continued employment shall be subject to compliance with the policy. Employees who violate the Residency Policy shall be subject to discipline or dismissal in accordance with the Residency Policy and the Board's Employee Discipline and Due Process Policy.

b. Criminal Background Investigations. As a condition of hire and continued employment, all employees must authorize the Board to conduct a fingerprint or other criminal history verification in accordance with the provisions of the Illinois School Code. To ensure that the Board does not employ and is not knowingly employing a person who has committed the crimes enumerated in 105 ILCS 5/21-23a or 105 ILCS 5/34-18.5, the Chief Executive Officer or his/her designee shall establish procedures and guidelines for conducting criminal background investigations for: (1) applicants prior to hire; (2) employed teachers at the time of their teacher certificate or educator license renewal or at some other periodic interval that is administratively convenient; (3) all other employees at regular periodic intervals that are administratively convenient; and (4) any employee or group of employees at the direction of the Chief Executive Officer compliance with the provisions of the Illinois School Code. Any employee whose criminal background excludes him/her from Board employment under the Illinois School Code shall be dismissed under the provisions of the Board's Employee Discipline and Due Process Policy. Regardless of whether or not an applicant or employee's criminal history excludes him/her from employment under the Illinois School Code, the Chief Executive Officer or his/her designee shall consider the applicant's criminal conviction history, and whether or not the applicant or employee has made a full disclosure of that history, in determining whether to hire an applicant or whether to dismiss an employee.

c. *Convictions After Employment.* An employee who is convicted of a felony or any crime involving the consumption, possession, sale, distribution or manufacture of any controlled substance, as defined in 21 U.S.C. §812, 720 ILCS 570/102 (1992) or under the Cannabis Control Act, 720 ILCS 550/1 *et seq.*, or any drug that is legally obtainable but has not been legally obtained, or that is not being used for prescribed purposes or taken according to prescribed dosages must notify the Chief Executive Officer, by letter via certified mail, of the date, factual basis and nature of the conviction, as well as the name and location of the court in which the conviction occurred. Failure to report any conviction, as required by this Rule, in writing within five (5) days of the conviction shall constitute cause for dismissal from employment. Compliance with this Rule shall not exempt the employee from discipline or dismissal because of the conviction. Additional requirements and procedures may be set forth in the Board's Drug and Alcohol Free Workplace Policy.

d. *Certification/Licenses.* No applicant for employment or promotion to a position that requires certification and/or licensure under the Illinois School Code, or any other law or Board policy, may be hired until he or she has presented proof of proper certification or licensing by the appropriate authority. If an employee's certificate or license lapses, or is invalid, suspended or revoked, the employee shall be subject to discipline or dismissal in accordance with the Board's Employee Discipline and Due Process Policy.

e. *Health Examinations.* All applicants for employment and employees may be required, as a condition of hire or continued employment, to submit to a postoffer or post-employment health examination by an appropriate healthcare professional to demonstrate that they can perform the essential functions of their position and are fit for duty.

f. *Ethics Policy.* All employees and applicants for employment shall comply with the Board's Ethics Policy. Employees who violate the Board's Ethics Policy shall be subject to discipline and dismissal under the Board's Employee Discipline and Due Process Policy.

g. *Failure to Pay Municipal Debts.* The Chief Executive Officer or his/her designee may require that applicants for employment verify that they have paid all debts due and owing to the City of Chicago as a condition of employment. The failure by any Board employee to pay a debt due and owing to the City of Chicago shall be cause for discipline or dismissal. For purposes of this Rule, "a debt due and owing" means a specified sum of money owed to the City for city services, work or goods after the period granted for payment has expired and/or a specified sum of money owed to the City pursuant to a court or administrative order after the exhaustion of or failure to exhaust judicial review. Upon request of the City Comptroller, the Board may withhold wages to pay municipal debts in accordance with the provisions of the Illinois School Code.

h. *Drug and Alcohol Free Workplace.* Board workplaces shall be drug and alcohol free. Accordingly, employees shall not unlawfully manufacture, distribute, possess, consume, use, or be under the influence of drugs or alcohol on Board property or premises or at any site of Board-sponsored activities. For purposes of this Rule, the term "drugs" means any controlled substance, as defined in 21 U.S.C. §812 and 720 ILCS 570/102 (1992), or any drug that is legally obtainable but has not been legally obtained, or that is not being used for prescribed purposes or taken according to prescribed dosages. The Board and/or the Chief Executive Officer or his/her designee shall establish policies and procedures to comply with federal and state Drug Free Workplace Acts and Drug Free Schools and Communities Acts. Additional requirements may be set forth in the Board Drug and Alcohol Free Workplace Policy. The Board and/or the Chief Executive Officer or his/her designee may establish additional policies and procedures for drug and alcohol testing for applicants prior to their hire, or for employees, post-hire. Such policies and procedures shall be consistent with applicable law. Applicants for employment, who violate this Rule, or Board policies and procedures, shall be excluded from consideration for employment. Employees who violate this Rule shall be dismissed from employment.

i. *Violence Free Workplace and Learning Environment.* It is the Board's policy that its facilities and workplaces shall be free of violence. Accordingly, employees shall not engage in any acts of violence at the workplace, or engage in any acts of violence outside of Board workplaces that have a nexus to their Board employment. For purposes of this Rule, acts of violence include use of physical force, when it is not reasonably necessary to protect persons or property from imminent harm, and acts of intimidation including, but not limited to, threats of physical force.

j. *Authorization to Work in the United States.* All employees must be legally present in the United States and possess legal authorization for employment in the United States.

k. *Compliance with Laws and Board Policies and Rules Prohibiting Discrimination.* All employees must comply with laws and Board policies and rules prohibiting discrimination, including laws and policies prohibiting sexual harassment.

l. *Statement Concerning Employment in a Job Not Covered by Social Security.* All employees who are employed in positions that are not covered by Social Security shall receive a "Statement Concerning Your Employment in a Job Not covered by Social Security" at the time of their hire.

m. *Obligation to Cooperate in Inspector General Investigations and to Answer Inspector General's Questions.* All employees are obligated to cooperate with the Board's Inspector General in investigations or inquiries conducted by the Inspector General as required by 105 ILCS 5/34-13.1. Employees who are interviewed by the Inspector General or his/her authorized agents and who are given a notice of administrative rights by the Inspector General or his/her agents are directed by the Board of Education to answer all questions by the Inspector General. Employees who receive a notice of administrative rights from the Inspector General or his authorized agents may not refuse to answer questions based upon the

assertion of that employee's privilege against self-incrimination. Any employee who refuses to answer questions by the Inspector General or his authorized agents after receiving a notice of administrative rights shall be considered flagrantly insubordinate and to have grossly disrupted the educational process within the meaning of the Employee Discipline and Due Process Policy. In addition to the penalties set forth in 105 ILCS 5/34-13.1, any employee who refuses to answer the questions of the Inspector General or his authorized agent after receipt of a notice of administrative rights shall be subject to dismissal from Board employment in accordance with the Employee Discipline and Due Process Policy.

n. *Employees' Duty to Maintain Confidential Records.* All employees must comply with all laws, rules and regulations, including Board rules and policies, governing confidentiality of student, employee and family records and information, including but not limited to, the Family Educational Rights and Privacy Act, the Illinois School Student Records Act, the Americans with Disabilities Act, the Illinois Human Rights Act and the Health Insurance Portability and Accountability Act. The Board or the Chief Executive Officer or designee shall establish standards and guidelines concerning student, employee and vendor access to and maintenance and destruction of confidential records and information. For purposes of this Rule, "records and information" include documents, audio-visual recordings, and data stored and accessed electronically.

o. *Other Pre-Employment and Employment Requirements.* The Board or the Chief Executive Officer or the Chief Executive Officer's designee may establish other hiring and employment criteria and eligibility requirements that are consistent with the position occupied or applied for, the Board's Rules and policies, public policy and local, state and federal law.

Sec. 6-28. LSC Member Eligibility.

A. Definitions

Wherever used in this Section, the following words and phrases shall have the following meaning

Parent: Means a (a) biological or adoptive parent, (b) stepparent or (c) legal guardian of an enrolled student of an attendance center.

Stepparent: means a person who is (a) married to the child's parent, a party to a civil union with the child's parent or the domestic partner of the child's parent, (b) resides with the child and (c) exercises care and custody of the child. In order to establish that he/she exercises care and custody of a child, the stepparent must provide: (i) a marriage certificate, civil union certificate or domestic partner documentation, and (ii) a sworn affidavit by the biological parent attesting that the stepparent, in conjunction with the parent, does exercise care and custody of the child. Other evidence that may demonstrate care and custody includes but is not limited to the following: (iii) the child is declared as a dependent on the stepparent's most recent income tax return; (iv) the child is covered under the stepparent's health insurance; or (v) the child is listed as the stepparent's child for Medicare, Social Security, Medicaid or other public aid programs. This Board Rule shall not be construed to give stepparents any right of access to student records except as provided in the Illinois School Student Records Act (105 ILCS 10/1 et seq.).

Legal guardian: means a person who has been formally appointed guardian of a child by a court of competent jurisdiction.

Local School Council or LSC: means an elected Local School Council or an appointed Local School Council or Board of Governors, except when otherwise noted.

Employed at the School: Means to receive compensation and act under the direction and supervision of a principal or his/her designee who oversees the detail of the person's work. An employee of a third party may not serve on a local school council at a school at which he or she is employed, however, he or she may be eligible to serve at another school.

Employed by the Board of Education: Means to be in the employ of the Board of Education whether or not employed at the school.

Enrolled in a school: means that the student is currently attending the school at which the parent or legal guardian serves. Graduation is on the last day of the academic school year or semester and not on the date of a graduation ceremony or commencement exercise. Pursuant to the Illinois School Code, the last day of the academic year or semester is determined by the Chicago Board of Education.

B. Eligibility

Persons who have been elected to serve on a Local School Council may serve and continue to serve for the length of their term provided they meet and continue to meet the eligibility requirements set forth below.

1. A person may serve and continue to serve as a parent representative as long as he/she:
 - (i) has a child enrolled in the school in which he/she serves;

- (ii) is not employed at the school in which he/she serves; and
- (iii) is not employed by the Board of Education.

If a parent representative of a Local School Council ceases or fails to have a child enrolled in the school at which membership on the Local School Council at which he/she serves, for reasons other than graduation or voluntary transfer of the child, or becomes an employee of the Board of Education, the parent's membership on the local school council and all voting rights shall be terminated immediately upon the written determination of ineligibility by the General Counsel following the challenge procedures set forth below. In cases where the parent representative's membership ends due to graduation of his or her child, he or she serves until the end of the school year or semester in which his or her child graduates. In cases where the parent representative's membership ends due to the voluntary transfer of the child, the parent's membership and voting rights shall be terminated as of the date of the transfer

2. A person may serve and continue to serve as a community representative as long as he/she

- (i) resides in the attendance area served by the school;
- (ii) is not employed at the school in which he/she serves;
- (iii) is not employed by the Board of Education; and
- (iv) is not a parent of a student enrolled at the school.

If a community representative ceases to reside within the attendance area or voting boundaries of, or has a child enrolled in, the school at which he/she serves, or becomes an employee of the school or Board of Education, his or her membership on the Local School Council and all voting rights are terminated immediately upon the written determination of ineligibility by the Chief Executive Officer or designee following the challenge procedures set forth below.

3. A teacher representative may continue to serve as long as he or she is employed and assigned to perform a majority of his or her duties at the school, provided that if a teacher representative resigns from employment with the Chicago Board of Education, or resigns from the Local School Council or voluntarily transfers to another attendance center, the teacher's membership on the Local School Council and all voting rights are terminated immediately as of the date the teacher's resignation is received by the Board of Education, or as of the date the teacher's Local School Council resignation is received by the Local School Council or the effective date of the teacher's voluntary transfer to another attendance center

If a teacher representative resigns from employment with the Board, or resigns from the Local School Council or voluntarily transfers to another attendance center or is absent from employment at the school for an extended and defined period of time due to illness, disability, leave of absence, the initiation of dismissal proceedings, or any other reason, the principal shall notify the Office of the Chief Executive Officer or designee of a teacher representative's permanent or temporary absence. The Office of the Chief Executive Officer or designee shall certify, as appropriate, that a vacancy exists in such teacher representative's position. When a vacancy is certified, the Office of the Chief Executive Officer or designee shall issue written notification to the principal and the local school council advising the school to initiate a non-binding staff advisory poll. The school shall forward the results of the poll to the Office of the Chief Executive Officer or designee in a timely manner. After receipt of the results, the Board will declare the existence of a permanent or temporary vacancy in the teacher representative's position and will appoint a replacement teacher representative until such time as the absent teacher resumes service at the attendance center or for the remainder of the term, whichever occurs first.

4. A non-teacher staff representative may continue to serve as long as he or she is employed and assigned to perform a majority of his or her duties at the school, provided that if a non-teacher staff representative resigns from employment with the Chicago Board of Education, or resigns from the Local School Council or voluntarily transfers to another attendance center, the non-teacher staff representative's membership on the Local School Council and all voting rights are terminated immediately as of the date the non-teacher staff representative's resignation is received by the Board of Education, or as of the date the non-teacher staff representative's Local School Council resignation is received by the Local School Council or the effective date of the non-teacher staff representative's voluntary transfer to another attendance center.

If a non-teacher staff representative resigns from employment with the Board, or resigns from the Local School Council or voluntarily transfers to another attendance center or is absent from employment at the school for an extended and defined period of time due to illness, disability, leave of absence, the initiation of dismissal proceedings, or any other reason, the principal shall notify the Office of the Chief Executive Officer or designee of a non-teacher staff representative's permanent or temporary absence. The Office of the Chief Executive Officer or designee shall certify, as appropriate, that a vacancy exists in such non-teacher staff representative's position. When a vacancy is certified, the Office of the Chief Executive Officer or designee shall issue written notification to the principal and the local school council advising the school to initiate a non-binding staff advisory poll. The school shall forward the results of the poll to the Office of the Chief Executive Officer or designee in a timely manner. After receipt of the results, the Board will declare the existence of a permanent or temporary vacancy in the non-teacher staff representative's position and will appoint a replacement non-teacher staff representative until such time as the absent non-teacher staff member resumes service at the attendance center or for the remainder of the term, whichever occurs first.

5. 4. A person may serve as a high school student representative for a one-year term beginning July 1 and ending the following June 30th as long as he/she is and remains enrolled in the high school in which he/she serves on a full-time basis. For students who graduate while serving as a student representative of a Local School Council, their term shall end upon graduation. In cases where the student representative voluntarily transfers from the school, the student's membership and voting rights on the Local School Council shall be terminated as of the date of the transfer. If a high school student representative of a Local School Council ceases to be enrolled on a full-time basis in the school at he/she serves, for reasons other than graduation or voluntary transfer, the student's membership on the local school council and all voting rights shall be terminated immediately upon the written determination of ineligibility by the Chief Executive Officer or designee following the challenge procedures set forth below

C. Audit of Records

The Chief Executive Officer or designee may periodically cause to be reviewed pertinent records relating to individual LSC members in order to discover any relevant changes in an LSC member's eligibility. If such a review indicates that an LSC member does not meet the eligibility criteria in this Board Rule, an investigation shall be conducted in accordance with the local school council member removal procedures set forth below.

D. Local School Council Removal Procedures

1. Any person may challenge the eligibility of an LSC member based on the eligibility criteria in this Board Rule. Challenges shall be in writing and shall include:

- a. the name, address, and phone number of the person filing the challenge,
- b. a statement of facts upon which the challenge is based and any evidence which supports the challenger's position.

2. In cases where an allegation of ineligibility under this Board Rule is made by another LSC member or an employee of the Board, the identity of the LSC member or Board employee may not be disclosed during any investigation of the allegation without his or her written consent 105 ILCS 5/34-2.4(c)("Whistle Blower Protection").

3. In addition, the Board, its agents and employees, may act upon anonymous challenges, personal knowledge or other information of council members' ineligibility including, but not limited to, the audit of records described above. A Board employee or agent with information indicating that an LSC member is not eligible under this Board Rule may initiate an investigation by submitting a written request for investigation to the Law Department.

4. Filing of Challenges - Challenges and requests for investigation pursuant to this Rule shall be filed with the Law Department

5. Investigation of Ineligibility - The General Counsel shall review challenges and requests for investigation. If the General Counsel determines that the challenge or request has merit, the General Counsel may refer the matter for investigation if additional information is required. The information provided by the challenger(s) and the results of any investigation shall be reviewed by the General Counsel. If the results of the investigation indicate that the LSC member may be ineligible, the General Counsel shall convene a hearing to afford the General Counsel's representative the opportunity to present evidence of ineligibility and the concerned council member an opportunity to personally present statements and evidence on his or her behalf. The concerned council member shall be notified in writing of the date, time, and place of the hearing, of his or her right to have a representative at the hearing, and the specific basis for his or her alleged ineligibility.

6. A hearing officer shall conduct a hearing and shall afford the General Counsel's representative the opportunity to present evidence of ineligibility and the concerned council member an opportunity to personally present statements and evidence substantiating his/her eligibility to serve on the council. The General Counsel shall have authority to promulgate rules, including, but not limited to, rules of procedure, procedural manuals and rules of evidence, to govern hearings under this Rule. As soon as possible after the conclusion of the hearing, the hearing officer shall make a recommended finding to the Chief Executive Officer or designee regarding the council member's eligibility.

7. The Chief Executive Officer or designee shall decide the question of the council member's eligibility. If the Chief Executive Officer or designee finds that the concerned council member is ineligible to serve based on the eligibility criteria in this Board Rule, the Chief Executive Officer or designee shall declare the member ineligible and a vacancy on the council which shall be effective on the date the declaration is issued. However, the vacancy may be filled only after: (1) the concerned council member fails to request reconsideration within the time allowed; or (2) the concerned council member's request for reconsideration is denied.

8. Notice of Declaration of Vacancy - The Chief Executive Officer or designee shall forward the determination to each challenger and challenged LSC member in writing by regular and certified mail and to the affected LSC by regular mail.

E. Request for Reconsideration

1. Within thirty (30) days of the date of a Declaration of Vacancy by the Chief Executive Officer or designee, the challenged LSC member may submit a request to reconsider to the Chief Executive Officer or designee. Failure to request reconsideration within 30 days after the declaration of the vacancy will render the declaration of vacancy as final. The request for reconsideration should state specific reasons or grounds for rescinding the Chief Executive Officer or designee's prior determination concerning the council member's eligibility.

2. The Chief Executive Officer or designee shall review the determination. New evidence not readily available at the time that the challenge was filed may be submitted. The decision of the Chief Executive Officer or designee shall be final and shall be forwarded to the challenger, the challenged LSC member, and the affected Local School Council.

F. Appointment to Vacancy

If a challenged parent or community LSC member is found to be ineligible to serve on the elected Local School Council pursuant to this process and a vacancy is declared, the LSC shall fill the vacancy by appointment of a qualified person who meets the eligibility requirements.

If a challenged teacher, non-teacher staff or student LSC member is determined to be ineligible to serve on the elected Local School Council and a vacancy is declared, the Board shall fill the vacancy by appointment of a qualified person who meets the applicable eligibility requirements after a non-binding advisory poll of school staff or students, whichever is appropriate. If a challenged member to an appointed Local School Council or Board of Governors is determined to be ineligible to serve on the council or board and a vacancy is declared, the Board shall fill the vacancy by appointment in accordance with the Board's Policy on Governance of Alternative and Small Schools.

Sec. 6-29. Loss of Local School Council Eligibility Due to Ethics Violations.

For purposes of this Rule, references to Local School Council ("LSC") shall mean an elected Local School Council or an appointed Local School Council or Board of Governors except when otherwise noted herein.

A. Challenges to Local School Council Members' Eligibility Based on Ethical Violations

1. Any person may challenge a Local School Council member's eligibility to serve based on ethical violations. Filing a false Statement or failure to comply with the Board's Code of Ethics Policy may be grounds for disqualification from serving on any Local School Council for the remainder of the concerned member's term(s) of office. Challenges shall be in writing and shall include:

- a. the name, address, and phone number of the person filing the challenge;
- b. a statement of the facts upon which the challenge is based and any evidence which supports the challenger's position.

2. In cases where an allegation of an ethical violation under this Board Rule is made by another LSC member or an employee of the Board, the identity of the LSC member or Board employee may not be disclosed during an investigation of the allegation without his or her written consent (105 ILCS 5/34-2.4(c) ("Whistle Blower Protection").

3. In addition, the Board, its agents and employees, may act upon: (i) anonymous information regarding council members' ethical violations; or (ii) personal knowledge or other information of ethical violations by council members obtained by Board agents or employees. A Board employee or agent with information of an ethical violation by an LSC member may initiate an investigation by submitting a written request for investigation to the Law Department.

4. Filing of Challenges – Challenges, requests for investigation and reports of LSC members' ethical violations may be filed with the Law Department or the Board's Ethics Advisor Manager.

5. Investigation of Ethical Violations. The General Counsel shall review challenges based on ethical violations, requests for investigation of alleged ethical violations and reports of such violations received from Board agents or employees or anonymous sources. If the General Counsel determines that the challenge, request or report has merit, he/she shall refer the challenge, request or report for investigation. The General Counsel shall review the results of the investigation. If the results of the investigation indicate that the LSC member may have committed an ethical violation, the General Counsel shall convene a hearing to afford the General Counsel's representative the opportunity to present evidence of ethical violations and the concerned council member an opportunity to personally present statements and evidence on his or her behalf. The concerned council member shall be notified in writing of the date, time, and place of the hearing, of his or her right to have a representative at the hearing and of the specific provisions of this Rule or the Board's Code of Ethics Policy which he or she is alleged to have violated.

6. A hearing officer shall conduct a hearing and shall afford the General Counsel's representative the opportunity to present evidence of ethics violation(s) and the concerned council member an opportunity to personally present statements and evidence regarding the allegations of ethics violations. The General Counsel shall have authority to promulgate rules, including, but not limited to, rules of procedure, procedural manuals and rules of evidence, to govern hearings under this Rule. As soon as possible after the conclusion of the hearing, the hearing officer shall make a recommended finding to the Chief Executive Officer or designee regarding the alleged ethical violation.

7. The Chief Executive Officer or designee shall decide the question of whether an ethics violation occurred. If the Chief Executive Officer or designee finds that an ethical violation has occurred, the Chief Executive Officer or designee shall declare the member ineligible effective on the date the declaration is issued. The vacancy on the council which shall be effective on the date the declaration is issued. However, the vacancy may be filled only after: (1) the concerned council member fails to request reconsideration within the time allowed, or (2) the concerned council member's request for reconsideration is denied.

B. Declaration of Vacancy

When a council member has been afforded a hearing pursuant to this Rule and the Chief Executive Officer or designee has found that he or she should be disqualified from the Local School Council based upon a violation of the Code of Ethics or this Rule, the Secretary of the Board shall forward a Declaration of Ineligibility and a Declaration of Vacancy to the concerned council member and Local School Council by certified and regular mail to the council member's last known address and to the affected LSC by regular mail. The vacancy shall be effective on the date the declaration is issued. However, the vacancy may be filled only after: (1) the concerned council member fails to request reconsideration within the time allowed; or (2) the concerned council member's request for reconsideration is denied.

C. Request for Reconsideration

1. Within thirty (30) days of the date of a Declaration of Vacancy based upon a ruling by the Chief Executive Officer or designee, the challenged council member may submit a request to reconsider to the Chief Executive Officer or designee. The request for reconsideration should state specific reasons or grounds for rescinding the Chief Executive Officer's or designee's prior determination concerning the council member's eligibility. New evidence not readily available at the time that the challenge was filed may be submitted.

2. The Chief Executive Officer or designee shall review the request for reconsideration and issue a final determination.

3. The Secretary of the Board shall forward the final determination to the challenger, if any, and the challenged council member by certified and regular mail to the concerned council member's last known address and to the affected LSC by regular mail.

4. Failure to file a request for reconsideration within the time allowed will render final a Declaration of Vacancy based upon a ruling by the Chief Executive Officer or designee.

D. Statement of Economic Interests Filing Requirements

Failure to timely file a Statement of Economic Interests (hereinafter "Statement"), or failure to file a complete Statement, shall result in automatic disqualification from the Local School Council for the remainder of the concerned member's term of office. The Secretary of the Board shall every year, transmit to all schools a sufficient number of blank Statements of Economic Interests for all Local School Council members. Local School Council members shall file the Board's Statement of Economic Interests with the Secretary of the Board by the deadline specified in the annual Statement. Council members will have 45 days from the date the Statement is sent to principals to complete and submit such Statement. Council members appointed after the due date of the annual Statement shall initially file the Board's Statement within seven (7) days of their appointment. Council members shall deliver their completed Statements to the principal of the school where they serve by the deadline specified in the annual Statement or, if appointed after the due date of the annual Statement, within seven (7) days of their appointment. Such delivery shall be considered as the filing of the Statement with the Secretary of the Board.

Within seven (7) days of the applicable filing date, principals shall forward to the Secretary of the Board all Statements and/or the names of any council members who have failed to file Statements as required. Local School Councils shall maintain copies of their members' Statements on file at their schools for public inspection.

When a council member has failed to file a complete Statement by the applicable filing date, the Secretary of the Board shall automatically issue a Declaration of Intent to Disqualify to the concerned council member by certified and regular mail to the council member's last known address and the affected LSC by regular mail. The concerned council member shall have thirty (30) days from the date of the Declaration of Intent to Disqualify to file a complete Statement. If the council member does not file a complete Statement within the time allowed, the Secretary of the Board shall automatically forward a Declaration of Vacancy to the concerned council member and Local School Council by certified and regular mail to the council member's last known address and the school where he or she serves. The vacancy shall be effective on the date the declaration is issued. There shall be no right to request reconsideration of a Declaration of Vacancy based upon a failure to timely file a complete Statement. Either the concerned Local School Council or the Board, as appropriate, may immediately proceed to fill the vacancy by appointment of a qualified person who meets all applicable eligibility requirements to serve the remainder of the disqualified member's term.

E. Notice of Declarations

The Secretary of the Board shall forward a Declaration of Intent to Disqualify and Declaration of Vacancy for failure to timely file a complete Statement to the concerned council member in writing by certified and regular mail to the concerned council member's last known address and the affected LSC by regular mail. The Secretary of the Board shall forward a Declaration of Vacancy based upon findings by the General Counsel to the challenger, if any, and the concerned council member in writing by certified and regular mail to the concerned council member's last known address and the affected LSC by regular mail.

F. Appointment to Vacancy

If a parent or community Local School Council member is determined to be ineligible to serve on the elected Local School Council pursuant to this Rule and a vacancy is declared by the Secretary of the Board, the Local School Council shall fill the vacancy by appointment of a qualified person who meets the applicable eligibility requirements.

If a teacher, non-teacher staff or student Local School Council member is determined to be ineligible to serve on the elected Local School Council pursuant to this Rule and a vacancy is declared by the Secretary of the Board, the Board shall fill the vacancy by appointment of a qualified person who meets the applicable eligibility requirements after a non-binding advisory poll of school staff or students, whichever is appropriate.

If a member of an appointed Local School Council or Board of Governors is determined to be ineligible to serve on the council or board and a vacancy is declared, the Board shall fill the vacancy by appointment in accordance with the Board's Policy on Governance of Alternative and Small Schools.

Sec. 6-30. Removal of Local School Council Members for Certain Criminal Convictions or Failure to Disclose Criminal Convictions.

For purposes of this Rule references to Local School Council ("LSC") shall mean an elected Local School Council or an appointed Local School Council or Board of Governors except when otherwise noted herein. Persons who have been elected to serve on a Local School Council may serve for the length of the term provided that they file a truthful Criminal Conviction Disclosure Form pursuant to Section 34-2.1(f) of the Illinois School Code (105 ILCS 5/34-2.1(f)), and have cleared a criminal background investigation which indicates that they have not been convicted of crimes enumerated in Section 34-2.1(f-5) of the Illinois School Code for which a person is either permanently ineligible for election to or service on a local school council or ineligible for a period of ten (10) years after conviction.

A. Criminal Conviction Disclosure

All candidates must file a Criminal Conviction Disclosure Form prior to election. A Board conducted criminal background investigation must be completed for each local school council member before they take office. Failure to file a Criminal Conviction Disclosure Form, filing a false or incomplete Criminal Conviction Disclosure Form, or failure to provide information required by the Illinois State Police which shall include, but is not limited to, fingerprints or other personal identification information, shall result in the disqualification from the Local School Council for the remainder of the member's term of office.

Each candidate must submit a Criminal Conviction Disclosure Form to the principal. Principals shall forward Criminal Conviction Disclosure Forms to the Office of Local School Council Relations.

Principals shall notify the Office of Local School Council Relations of refusals by Council members to file a Criminal Conviction Disclosure Form.

Principals shall maintain on file at their schools copies of the Councils' Criminal Conviction Disclosure Form for public inspection.

B. Ineligibility Due to Criminal Conviction

A person who has been convicted of any of the following offenses at any time shall be ineligible for election or appointment to a local school council:

Indecent Solicitation of a Child, Sexual Exploitation of a Child, Pandering, Keeping a Place of Juvenile Prostitution, Pimping, Juvenile Pimping, Exploitation of a Child, Child Pornography, Criminal Sexual Assault, Aggravated Criminal Sexual Assault, Predatory Criminal Sexual Assault of a Child, Criminal Sexual Abuse, and Aggravated Criminal Sexual Abuse.

A person who has been convicted of any of the following offenses within the 10 years prior to the date of nomination or appointment shall be ineligible for election or appointment to a local school council:

Controlled Substance Trafficking, Criminal Drug Conspiracy, and Street Gang Criminal Drug Conspiracy.

C. Declaration of Vacancy

The Chief Executive Officer or designee shall declare a vacancy on the Council for (a) failure to file a Criminal Conviction Disclosure Form, (b) filing a false or incomplete Criminal Conviction Disclosure Form (c) failure to provide information required by the Illinois State Police in order to complete the background investigation, or (d) having been convicted of a crime for which a person is ineligible to serve on a local school council pursuant to this Board Rule and Section 34-2.1(f-5) of the Illinois School Code. Upon determination by the General Counsel that a Council member failed to file, or filed a false or incomplete Criminal Conviction Disclosure Form, has failed to provide information necessary for the completion of the background check, or has been convicted of a crime for which a person is ineligible to serve on a local school council pursuant to this Board Rule and Section 34-2.1(f-5) of the Illinois School Code, the Chief Executive Officer or designee shall notify the Council member by certified mail and the affected LSC by regular mail. If the Council member does not file a form or file an amended form within ten (10) days o receiving notice of the determination, the Chief Executive Officer or designee shall declare a vacancy on the Council.

1. Investigation of Ineligibility - The Law Department shall conduct an investigation of the facts relating to the LSC member's criminal history and the veracity of the LSC member's Criminal Conviction Disclosure Form. The General Counsel shall review the results of the investigation. If the results of the investigation indicate that the LSC member may be ineligible under this Board Rule, the General Counsel shall refer the matter for a hearing.

2. A hearing officer shall conduct a hearing on the LSC member's criminal history and the veracity of the LSC member's Criminal Conviction Disclosure Form and afford an opportunity to the challenged LSC member to personally present statements and evidence substantiating his/her eligibility to serve on the council. The General Counsel shall have authority to promulgate rules, including, but not limited to, rules of procedure, procedural manuals and rules of evidence, to govern hearings under this Rule. The hearing officer shall make a recommended determination to the Chief Executive Officer or designee regarding eligibility as soon thereafter as possible

3. Declaration of Vacancy - Any vacancy on the LSC caused by a disqualification pursuant to this Board Rule shall be declared by the Chief Executive Officer or designee in those cases where a finding of ineligibility is made.

Any vacancy that is declared by the Chief Executive Officer or designee shall be effective on the date that the determination is issued; however, the vacancy may be filled only after (1) the concerned council member fails to request reconsideration within the time allowed, or (2) the concerned council member's request for reconsideration is denied.

4. Notice of Declaration of Vacancy - The Chief Executive Officer or designee shall forward the determination to the challenged LSC member in writing by regular and certified mail to the member's last known address and the affected LSC by regular mail.

D. Request for Reconsideration

1. Within thirty (30) days of a Declaration of Vacancy by the Chief Executive Officer or designee, the challenged LSC member may submit a request for reconsideration to the Chief Executive Officer or designee.

New evidence not readily available at the time that the vacancy was declared may be submitted

2. The Chief Executive Officer or designee shall review the request for reconsideration. The decision of the Chief Executive Officer or designee shall be final and shall be forwarded to the challenged LSC member by certified and regular mail to the member's last known address, and the affected Local School Council by regular mail.

E. Appointment to Vacancy

If a challenged parent or community LSC member is found to be ineligible to serve on the elected Local School Council pursuant to this process and a vacancy is declared, the LSC shall proceed to fill the vacancy by appointment of a qualified person who meets the eligibility requirements. If a challenged teacher LSC member or non-teacher staff LSC member is determined to be ineligible to serve on the elected Local School Council and a vacancy is declared, the Board shall fill the vacancy by appointment of a qualified person who meets the applicable eligibility requirements after a non-binding advisory poll of school staff.

If a member of an appointed Local School Council or Board of Governors is determined to be ineligible to serve on the council or board and a vacancy is declared, the Board shall fill the vacancy by appointment in accordance with the Board's Policy on Governance of Alternative and Small Schools.

Sec. 7-15. Delegation of Authority to Act.

The Board hereby delegates the following specific authority to the following Officers or their respective designees with respect to making and executing certain agreements, which authority may be exercised without prior Board action or approval. This authority includes the authority to approve payments and ratify agreements within the scope of the authority delegated in this section. All authority exercised by the Officers pursuant to this Rule shall be reported to the Board on a monthly basis.

- a. The Chief Executive Officer has the authority to authorize and execute any and all intergovernmental agreements and other miscellaneous types of agreements that have no financial impact on the Board, subject to approval as to legal form by the General Counsel.
- b. The Chief Operating Officer has the authority to authorize and execute the following
 - 1. Any and all real property leases/licenses where the Board is the landlord/licensor, with a term less than ten (10) years, regardless of the dollar amount, subject to approval as to legal form by the General Counsel (except for leases/licenses at 125 S. Clark Street, Chicago, Illinois and for leases/licenses with Charter Schools, which require prior Board approval), provided however that the Chief Operating Officer may authorize and execute such leases/licenses with no further approval from the General Counsel when using the form agreement established by the Law Department with no modifications thereto other than to include business terms. Further, the Chief Operating Officer has the authority to authorize and execute all real property leases/licenses (including those with indemnification provisions) where the Board is the tenant/licensee, the term is less than ten (10) years, and the dollar amount for the term of the lease/license is \$75,000 or under, subject to approval as to legal form by the General Counsel. Further, the Chief Operating Officer has the authority to authorize and execute any and all agreements and documents to grant the Board access or right of entry to property including those with indemnification provisions.
 - 2. All Change Orders related to construction. "Change Order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion. The Chief Operating Officer shall establish construction change order procedures for the submission and approval of Change Orders. The Chief Operating Officer shall report all Change Orders to the Board on a monthly basis. The monthly report shall include a brief description of the change, the original contract amount, the net change by previous Change Orders in dollar amount and by percentage, the total contract amount prior to the current Change Order being submitted, the net increase/decrease in contract amount with the current Change Order in dollar amount and by percentage, and the revised contract amount. All Change Orders must be in compliance with the Public Works Contract Change Order Act (50 ILCS 525).
 - 3. Agreements or documents for the sale, disposition, transfer, donation or auctioning of Board assets, subject to approval as to legal form by the General Counsel, and provided that the compensation to be paid to a third party for these services shall be payable or deductible from the proceeds. The Chief Operating Officer shall also have the authority to approve the transfer of school assets to other schools (including charter schools). Board assets mean those goods which are tangible, non-real estate properties. The sale, disposition, transfer, donation and auctioning of Board assets with an original purchase price or fair market value of \$5,000 or more that were purchased with funds from the State Board of Education shall be subject to the approval of Corporate Accounting. The Chief Operating Officer shall report to the Board on an annual basis all assets sold, transferred, donated, or otherwise disposed under the delegation of authority herein.
- c. The Chief Education Officer has the authority to authorize and execute any and all educational and/or programmatic agreements, including payment of tuition, that have a financial impact on the Board up to \$75,000, subject to approval as to legal form by the General Counsel.
- d. The Chief Financial Officer has the authority to: i) accept any and all grants, donations and gifts of any dollar amount; and ii) refund any unspent dollars from grants, donations or gifts. The Chief Financial Officer has the authority to execute any and all grant, donation or gift acceptance agreements and amendments related thereto required by any such grantor, donor or giftor, including agreements to indemnify the grantor, donor or giftor, provided however that any grant, donation or gift acceptance agreements and amendments related thereto with a value of \$250,000 or more shall be subject to approval as to legal form by the General Counsel. The Chief Financial Officer together with the head of the department receiving the grant have the authority to provide such additional information, assurances and certifications as are necessary in connection with such grant. For all grants, gifts and donations and refunds of same, the Chief Financial Officer shall report to the Board on a monthly basis all grants, gifts and donations received or made in excess of \$50,000, and all refunds of unspent grants, gifts or donations in excess of \$5,000.
- e. The Chief Purchasing Officer has the authority to approve payments up to \$75,000 and to authorize and execute any and all of the following purchasing documents, subject to approval as to legal form by the General Counsel, when such purchases are made in accordance with the Board Rules set forth in Chapter VII, provided however that the Chief Purchasing Officer may authorize and execute such purchasing documents with no further approval from the General Counsel when using the form agreement established by the Law Department with no modifications thereto other than to include business terms:
 - 1. Agreements for Non-biddable Items (as defined in Section 7-13) that do not exceed \$75,000,
 - 2. Options to renew and/or mutually-agreed-to extensions of agreements for Non-biddable Items that do not exceed \$75,000; and
 - 3. Amendments to Contracts for Non-biddable Items initially costing \$75,000 and under, which amendments have no financial implications or do not increase the total obligation to more than \$75,000.

- f. The General Counsel has the authority to authorize and execute any and all agreements and documents regarding the following:
 - 1. access and right of entry to property which may include indemnification;
 - 2. indemnification related to agreements for the purchase, sale, use, occupancy, license or lease of real estate;
 - 3. zoning, taxes and other governmental petitions and requests;
 - 4. indemnification related to shrink-wrap and click-wrap agreements;
 - 5. agreements with a nominal value of less than \$5,000 granting nonexclusive rights to use Board intellectual property and other agreements related to the grant of intellectual rights and permissions including any indemnification of third parties associated with said agreements; and,
 - 6. other legal matters having no direct financial impact on the Board.
- g. The Chief Performance Officer has the authority to execute data sharing agreements with no financial obligation on the part of the Board subject to approval as to legal form by the General Counsel
- h. The Communications Officer has the authority to execute access agreements to film in Board facilities and CPS schools subject to approval as to legal form by the General Counsel.
- i. The Chief Information Officer has the authority to execute agreements with no financial implications regarding non-disclosure, confidentiality and network access with no further approval from the General Counsel when using the form agreement established by the Law Department with no modifications thereto other than to include contact information and business terms.

President Richardson-Lowry indicated that if there were no objections, Board Reports 11-0427-RS1 through 11-0427-RS5, 11-0427-PO1, and 11-0427-RU1 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 11-0427-RS1 through 11-0427-RS5, 11-0427-PO1, and 11-0427-RU1 adopted.

11-0427-CO1

**COMMUNICATION RE: LOCATION OF
BOARD MEETING OF MAY 25, 2011**

**Mary B. Richardson-Lowry, President, and
Members of the Board of Education**

**Norman R. Bobins
Dr. Tariq H. Butt
Alberto A. Carrero, Jr.
Peggy A. Davis
Clare M. Muñana
Roxanne Ward**

This is to advise that the regular meeting of the Board of Education scheduled for Wednesday, May 25, 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.

11-0427-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 March . All transfers are budget neutral. A brief explanation of each transfer is provided below:

1. Transfer from Roberto Clemente Community Academy High School to ECIA Projects

Rationale:	Culture of Calm - return unused funds for re-allocation.		
Transfer From:	Unit	Roberto Clemente Community Academy High School	51091
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Commodities - Supplies	53405
	Program	Oth Govt Fd Prog-Attend&Soc Wk	211001
	Grant	Nclb Culture Of Calm Arra	430105
Transfer to:	Unit	ECIA Projects	12693
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Career Service Salaries - Extended Day	52130
	Program	Other Govt Fnded Prjts-Guidnce	212017
	Grant	Nclb Culture Of Calm Arra	430105
Amount:	\$1,000.00		

2. Transfer from Roberto Clemente Community Academy High School to ECIA Projects

Rationale:	Culture of Calm - return unused funds for re-allocation.		
Transfer From:	Unit	Roberto Clemente Community Academy High School	51091
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Services - Professional & Technical	54125
	Program	Oth Govt Fd Prog-Attend&Soc Wk	211001
	Grant	Nclb Culture Of Calm Arra	430105
Transfer to:	Unit	ECIA Projects	12693
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Career Service Salaries - Extended Day	52130
	Program	Other Govt Fnded Prjts-Guidnce	212017
	Grant	Nclb Culture Of Calm Arra	430105
Amount:	\$1,000.00		

3. Transfer from Roberto Clemente Community Academy High School to ECIA Projects

Rationale:	Culture of Calm - return unused funds for re-allocation.		
Transfer From:	Unit	Roberto Clemente Community Academy High School	51091
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Pupil Transportation	54210
	Program	Oth Govt Fd Prog-Attend&Soc Wk	211001
	Grant	Nclb Culture Of Calm Arra	430105
Transfer to:	Unit	ECIA Projects	12693
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Career Service Salaries - Extended Day	52130
	Program	Other Govt Fnded Prjts-Guidnce	212017
	Grant	Nclb Culture Of Calm Arra	430105
Amount:	\$1,000.00		

4. Transfer from Percy L Julian High School to ECIA Projects

Rationale:	Culture of Calm - remove unused intensive advisory supply funds for re-allocation.		
Transfer From:	Unit	Percy L Julian High School	46401
	Fund	Federal Title 1 - 2009 Stimulus (ARRA)	331
	Account	Commodities - Supplies	53405
	Program	Other Govt Fnded Prjts-Guidnce	212017
	Grant	Nclb Culture Of Calm Arra	430105
Transfer to:	Unit	ECIA Projects	12693
	Fund	Federal Title 1 - 2009 Stimulus (ARRA)	331
	Account	Career Service Salaries - Extended Day	52130
	Program	Other Govt Fnded Prjts-Guidnce	212017
	Grant	Nclb Culture Of Calm Arra	430105
Amount:	\$1,000.00		

5. Transfer from Joshua D Kershaw Elementary School to Benjamin Banneker School

Rationale:	ITG 101778 additional snow removal funds needed per wes oncal.		
Transfer From:	Unit	Joshua D Kershaw Elementary School	23991
	Fund	Public Building Commission O & M	230
	Account	Services - Repair Contracts	56105
	Program	Operation Of Plant	254002
	Grant	Default Value	000000
Transfer to:	Unit	Benjamin Banneker School	26161
	Fund	Public Building Commission O & M	230
	Account	Services - Contractual	54105
	Program	Snow Removal	254020
	Grant	Default Value	000000
Amount:	\$1,000.00		

1668. Transfer from Citywide Capital/Operations to Lincoln Park High School

Rationale:	Funds Transfer From Award# 2011-482-00-16 To Project# 2011-46321-ADA : Change Reason : NA.		
Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	Anticipate BABS 2	482
	Account	Capitalized Construction	56310
	Program	American Disabilities Act/Ada	253530
	Grant	Build America Bonds (Babs)	610000
Transfer to:	Unit	Lincoln Park High School	46321
	Fund	Anticipate BABS 2	482
	Account	Capitalized Construction	56310
	Program	American Disabilities Act/Ada	253530
	Grant	Build America Bonds (Babs)	610000
Amount:	\$7,924,000.00		

1669. Transfer from Citywide Capital/Operations to Ferdinand W Peck School

Rationale:	Funds Transfer From Award# 2011-482-00-14 To Project# 2011-24871-SIP : Change Reason : NA.		
Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	Anticipate BABS 2	482
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Build America Bonds (Babs)	610000
Transfer to:	Unit	Ferdinand W Peck School	24871
	Fund	Anticipate BABS 2	482
	Account	Capitalized Construction	56310
	Program	Repairs & Improvements	251392
	Grant	Build America Bonds (Babs)	610000
Amount:	\$9,000,000.00		

1670. Transfer from Citywide Capital/Operations to John W Garvy School

Rationale: Funds Transfer From Award# 2010-481-00-02 To Project# 2010-23301-ADD : Change Reason : NA.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	BABS - CIP Series 2010D	481
	Account	Capitalized Construction	56310
	Program	American Disabilities Act/Ada	253530
	Grant	Build America Bonds (Babs)	610000
Transfer to:	Unit	John W Garvy School	23301
	Fund	BABS - CIP Series 2010D	481
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago Expansion	253534
	Grant	Build America Bonds (Babs)	610000
Amount:		\$10,000,000.00	

1671. Transfer from Citywide Capital/Operations to Charles R Henderson School

Rationale: Funds Transfer From Award# 2011-482-00-14 To Project# 2011-23721-S1P : Change Reason : NA.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	Anticipate BABS 2	482
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Build America Bonds (Babs)	610000
Transfer to:	Unit	Charles R Henderson School	23721
	Fund	Anticipate BABS 2	482
	Account	Capitalized Construction	56310
	Program	Repairs & Improvements	251392
	Grant	Build America Bonds (Babs)	610000
Amount:		\$10,000,000.00	

1672. Transfer from Citywide Capital/Operations to Roberto Clemente Community Academy High School

Rationale: Funds Transfer From Award# 2011-482-00-16 To Project# 2011-51091-ADA : Change Reason : NA.

Transfer From:	Unit	Citywide Capital/Operations	12150
	Fund	Anticipate BABS 2	482
	Account	Capitalized Construction	56310
	Program	American Disabilities Act/Ada	253530
	Grant	Build America Bonds (Babs)	610000
Transfer to:	Unit	Roberto Clemente Community Academy High School	51091
	Fund	Anticipate BABS 2	482
	Account	Capitalized Construction	56310
	Program	American Disabilities Act/Ada	253530
	Grant	Build America Bonds (Babs)	610000
Amount:		\$11,707,311.00	

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

11-0427-EX2

CHANGE THE SCHOOL'S EDUCATIONAL FOCUS AND CHANGE THE SCHOOL'S NAME TO EDWARD A. BOUCHET INTERNATIONAL ACADEMY OF CHICAGO

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the change of educational focus of Edward A. Bouchet Math and Science Academy, located at 7355 S. Jeffery Blvd., to the International Baccalaureate Primary and Middle Years Programmes, as well as change the school's name to Edward A. Bouchet International Academy of Chicago.

A community hearing was held on April 18, 2011, from 6:00 to 8:00 p.m., at Bouchet Math and Science Academy, to discuss the proposed recommendations.

This approval is necessary to establish a change of educational focus that will offer two International Baccalaureate Programmes that will serve all students in grades K-8.

Description: Effective September 1, 2011, the newly named Bouchet International Academy of Chicago (Bouchet International) will offer the International Baccalaureate Primary Years Programme (PYP) as its educational focus for grades K-2 and the International Baccalaureate Middle Years Programme (MYP) as its educational focus for grades 6-8. The International Baccalaureate Primary Years Programme will expand to grades 3-5 in 2012-2013.

Enrollment: Bouchet International will continue to enroll students who live within its attendance boundary and fill remaining spaces through a citywide application and lottery process. In the event that the number of eligible applicants exceeds the school's enrollment capacity, applicants will be randomly selected through a computerized lottery in accordance with the Magnet and Selective Enrollment Admissions policy (10-1117-PO1).

As part of the establishment of an International Baccalaureate Middle Years Programme between Bouchet and South Shore International College Preparatory High School, beginning in the fall of 2012, students currently enrolled in Bouchet's eighth grade class (MYP Year 3) will be automatically entitled to matriculate into the ninth grade at South Shore to complete years 4 and 5 of the IB MYP.

Curriculum: Bouchet International will provide its students with an international education beginning at the kindergarten level. The school will offer the International Baccalaureate Primary Years (PYP) at grades K-5 and the Middle Years Programme (MYP) at grades 6-8. Both the PYP and MYP provide students with academically challenging and balanced programs of education that require study across a broad range of subjects, and give special emphasis to learning languages. These programs will equip students with the skills to learn and acquire knowledge, individually or collaboratively, and to apply these skills and knowledge accordingly across all subject areas.

LSC Review: Not applicable.

Personnel Implications: Bouchet International will be staffed in accordance with Board staffing formulas for all positions. Neighborhood Program teacher positions at all grades (K-8), will be closed and new teacher positions programmed as International Baccalaureate teacher-in-training positions will be opened for the 2011-2012 school year and filled through the Board's job posting procedures. Educational support personnel positions will not be affected.

Financial: An increase to the Office of Academic Enhancement budget of \$600,000 (per year) from the Office of Management and Budget is necessary to fund approved IB training for school staff, administration and fees associated with authorization. Projected costs also include five Office of Academic Enhancement-funded teacher positions with two designated as IB Coordinators and three designated as world language instructors starting in fall 2011.

11-0427-EX3

**APPROVE ENTERING INTO A SCHOOL MANAGEMENT CONSULTING AGREEMENT
WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP
TO PROVIDE SCHOOL TURNAROUND SERVICES AT
WILLIAM T. SHERMAN ELEMENTARY SCHOOL, SCHOOL OF EXCELLENCE**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Approve entering into a School Management Consulting Agreement with the Academy of Urban School Leadership ("AUSL") to provide school turnaround services at William T. Sherman Elementary School, School of Excellence ("Sherman") for an annual compensation on a per-pupil basis of \$420. Sherman Elementary School was reconstituted based on its persistently poor performance, and has been managed by AUSL since 2007 as a CPS Turnaround School. A written School Management Consulting Agreement for AUSL's services is currently being negotiated. No payment shall be made to AUSL prior to the execution of the written School Management Consulting Agreement. The authority granted herein shall automatically rescind in the event a School Management Consulting Agreement is not executed by the Board and AUSL within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CONSULTANT: Academy for Urban School Leadership
3400 N. Austin Ave.
Chicago, IL 60634
(773) 534-0129
Vendor number: 39861

USER: Office of Autonomous Management and Performance Schools ("AMPS")
125 S. Clark, 19th Floor
Chicago, IL 60603
(773) 553-3620
Contact Person: Melissa Megliola-Zaikos, Chief Area Officer

ORIGINAL AGREEMENT: The original School Management Consulting Agreement (authorized by Board Report 07-0627-EX6) was for a term commencing July 1, 2007 and ending June 30, 2011 and authorized AUSL to provide school turnaround services to Sherman Elementary. Board Report 07-0627-EX6 was amended by Board Report 08-1022-EX5 to update the language to the compensation section for AUSL.

RENEWAL PROPOSAL: AUSL submitted a renewal proposal on November 17, 2010, to continue providing school turnaround services to Sherman for a five-year period.

TERM: The School Management Consulting Agreement shall commence July 1, 2011 and shall end June 30, 2012, unless terminated earlier by the Board.

SCOPE OF SERVICES: AUSL will provide school turnaround services at Sherman which shall include the following:

1. Conduct principal recruitment and make recommendations to the CEO regarding principal selection and appointment.
2. Conduct staff recruitment and make recommendations to the principal regarding selection of CPS teachers to serve at Sherman.
3. Provide curriculum development support services to implement a standards-based, assessment aligned curriculum.
4. Provide principal with assistance and support to implement data-driven instruction, utilizing interim assessments, both Learning First and local assessments, to inform pedagogy and professional development.
5. Provide principal with assistance and support to implement various after-school and extracurricular activities for students.
6. Assist the principal in providing parental involvement initiatives.
7. Assist the principal and the Local School Council to annually develop and implement a School Improvement Plan.
8. Provide a full-time professional field coach at Sherman who will provide ongoing school management consulting and professional development.
9. Provide enhanced fundraising opportunities to support the implementation of school initiatives

DELIVERABLES: AUSL will provide quarterly reports to the AMPS Office regarding the implementation of school turnaround measures and school progress. AUSL will furnish such additional information and reports as necessary to evaluate AUSL's turnaround services.

OUTCOMES: AUSL's services will result in improved teaching and student learning and shall accelerate student achievement at Sherman. AUSL will be evaluated annually based on the specific outcomes, school progress goals, and benchmarks identified in the School Management Consulting Agreement

COMPENSATION: AUSL shall be paid on a per-pupil basis of \$420 for the operation of Sherman with two installments paid in September and January of each year based on student enrollment data. The general fund cost of 405 students in 2011-12 (FY12) will be approximately \$170,100.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written School Management Consulting Agreement. Authorize the President and Secretary to execute the written School Management Consulting Agreement.

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

FINANCIAL: Charge to AMPS: \$170,100.00 Fiscal Year FY12
Budget Classification: 10445-115-54105-231126-000000
Source of Funds: General Education

GENERAL CONDITIONS:

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

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

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

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

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

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

Yeas: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry – 7

Nays: None

President Richardson-Lowry thereupon declared Board Reports 11-0427-EX1 through 11-0427-EX3 adopted.

11-0427-EX4

**CONSOLIDATE HANS CHRISTIAN ANDERSEN ELEMENTARY SCHOOL
INTO LASALLE II MAGNET ELEMENTARY SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That effective June 30, 2011, the Board of Education approve the consolidation of Hans Christian Andersen Elementary School ("Andersen School") (School ID 609776), located at 1148 North Honore Street, Chicago, Illinois, into LaSalle II Magnet Elementary School ("LaSalle II School") (School ID 610520), located at the same address.

DESCRIPTION:

Pursuant to the Board of Education's Policy on the Consolidation of Schools, 05-1221-PO1, the Chief Executive Officer of the Chicago Public Schools ("CEO") may recommend to the Board of Education, following a public hearing, the consolidation of schools.

Prior to July 1, 2008, Andersen School had served grades kindergarten through eighth grade. Due to low space utilization, it was determined that Andersen School should cease enrolling its entry level grade. Therefore, effective July 1, 2008, Andersen School stopped accepting incoming kindergarten students (Board Report 08-0227-EX14).

On or about March 23, 2011, the CEO sent notice of a public hearing to all interested parties regarding his proposal to consolidate Andersen School into LaSalle II School. The public hearing was held on April 7, 2011 at 5:30 pm at 125 South Clark Street, 5th floor, Board Chambers, Chicago, Illinois.

On April 7, 2011, the CEO, through his appointed Hearing Officer, Fred Bates, Esq., convened the public hearing to receive public comment on his proposal to consolidate Andersen School and LaSalle II School. Oral and written comments were received from those members of the public who wished to comment. The record of the public hearing was left open until Friday, April 8, 2011, until 5 pm, to receive any additional comments that members of the public wished to submit in writing to the hearing officer.

Hearing Officer Bates issued a report including findings regarding the CEO's proposal in which he recommended that the CEO proceed with his proposal to consolidate Andersen School into LaSalle II.

After receiving the hearing officer's report, the CEO determined to proceed in recommending that the Board consolidate Andersen School into LaSalle II School effective June 30, 2011.

Upon the consolidation of Andersen School into LaSalle II School all returning Andersen students will be assigned to LaSalle II School.

FINANCIAL IMPLICATIONS: Will be addressed during the development of 2011-2012 financial budget.

LSC IMPLICATIONS: Pursuant to the Board of Education's Policy on the Consolidation of Schools, the Local School Council at Andersen School will be dissolved on June 30, 2011 upon the consolidation of Andersen School into LaSalle II School.

PERSONNEL IMPLICATIONS: The employment status of all faculty and staff members currently assigned to the schools affected by this authorization will be determined pursuant to the CPS staffing formulas, Board Policies and any applicable collective bargaining agreements.

11-0427-EX5

**CONSOLIDATE AVONDALE SCHOOL INTO LOGANDALE SCHOOL AND ADJUST
THE ATTENDANCE AREA BOUNDARY OF LOGANDALE SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That effective June 30, 2011, the Board of Education consolidate Avondale Elementary School ("Avondale School") (School ID 609787), located at 2945 North Sawyer Avenue, Chicago, Illinois, into Logandale Middle School ("Logandale School") (School ID 610010), located on the same property at 3212 West George Street, Chicago, Illinois, and adjust the attendance area boundary of Logandale School to include grades kindergarten through fifth.

DESCRIPTION:

Pursuant to the Board of Education's Policy on the Review and Establishment of School Attendance Boundaries, 05-0622-PO1, and the Board of Education's Policy on the Consolidation of Schools, 05-1221-PO1, the Chief Executive Officer of the Chicago Public Schools ("CEO") may recommend to the Board of Education, following a public hearing, changes to attendance area boundaries and the consolidation of schools.

On or about March 23, 2011, the CEO sent notice of a public hearing to all interested parties regarding his proposal to consolidate Avondale School into Logandale School and adjust the attendance area boundary of Logandale School. The public hearing was held on April 11, 2011 at 8:00 pm at 125 South Clark Street, 5th floor, Board Chambers, Chicago, Illinois.

On April 11, 2011, the CEO, through his appointed Hearing Officer, Margaret Fitzpatrick, Esq., convened the public hearing to receive public comment on his proposal to consolidate Avondale School into Logandale School and adjust the attendance area boundary of Logandale School to include grades kindergarten through fifth. Oral and written comments were received from those members of the public who wished to comment. The record of the public hearing was left open until April 12, 2011, until 5:00 pm., to receive any additional comments that members of the public wished to submit in writing to the hearing officer.

Hearing Officer Fitzpatrick issued a report including findings regarding the CEO's proposal in which she recommended that the CEO proceed with his proposal to consolidate Avondale School into Logandale School and adjust the attendance area boundary of Logandale School to include grades kindergarten through fifth.

After receiving the hearing officer's report, the CEO determined to proceed in recommending that the Board consolidate Avondale School into Logandale School effective June 30, 2011 and adjust the attendance area boundary of Logandale School to include grades kindergarten through fifth.

In making this recommendation, the CEO's goal is to provide better use of the school facilities and give Avondale and Logandale students an improved educational environment. The CEO has considered the projected enrollment at both schools, current space utilization rates, and projected space utilization rates upon consolidation. Logandale School leadership will be able to utilize both buildings to more equitably distribute students when the schools are consolidated.

Moreover, the consolidated school will be able to provide a better learning environment for all students by encouraging staff communication and curricular continuity across grade levels. A combined kindergarten through eighth grade school will offer vertical cohesion that the current separate schools cannot achieve. A single school that will utilize both existing school buildings will better serve the combined enrollment of the schools and provide the best educational option for Avondale and Logandale students.

Upon the consolidation of Avondale School into Logandale School, all returning Avondale School students will be assigned to Logandale School and attend the same two-building campus.

Adjust Attendance Area Boundaries for Logandale School
(School ID 610010)

Effective July 1, 2011, kindergarten through eighth grade:

Beginning at Kimball Ave. and Barry Ave.
East to Spaulding Ave.
North to Belmont Ave.
East to the Kennedy Expy.
Southeast to Sacramento Ave.
South to Diversey Ave.
West to Albany Ave.
South to Logan Blvd.
West along Logan Blvd. and Wrightwood Ave to Kimball Ave.
North to Milwaukee Ave.
Northwest to Allen Ave.
Northeast to Kimball Ave.
North to the starting point.

FINANCIAL IMPLICATIONS: Will be addressed during the development of the 2011-2012 fiscal budget.

LSC IMPLICATIONS: Pursuant to the Board of Education's Policy on the Consolidation of Schools, the Local School Council at Avondale School will be dissolved on June 30, 2011 upon the consolidation of Avondale School into Logandale School.

PERSONNEL IMPLICATIONS: The employment status of all faculty and staff members currently assigned to the schools affected by this authorization will be determined pursuant to the CPS staffing formulas, Board policies, and any applicable collective bargaining agreements.

11-0427-EX6

**CONSOLIDATE THE HIGH SCHOOL OF BOWEN ENVIRONMENTAL STUDIES HIGH SCHOOL,
THE CHICAGO DISCOVERY HIGH SCHOOL, AND GLOBAL VISIONS HIGH SCHOOL INTO THE
NEW MILLENNIUM HIGH SCHOOL AND ESTABLISH A SINGLE REGULAR HIGH SCHOOL IN THE
BOWEN CAMPUS**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That effective June 30, 2011, the Chicago Board of Education consolidate the Bowen Environmental Studies High School (School ID 610307), the Chicago Discovery High School (School ID 610309), and

the Global Visions High School (School ID 610324) into the New Millennium High School (School ID 610323), thereby establishing a single regular high school in the Bowen Campus.

The new high school will include a college preparatory curriculum with a rigorous academic focus and excellent educational opportunities for the Bowen community. The high school will also offer various career and technical educational opportunities. Currently, these four high schools are located at 2710 East 89th Street. Students currently attending all four schools and not expected to graduate at the end of the current school year will be transferred to the new High School.

In order to ensure a smooth transition and that all students are on track to a timely graduation, the Chief Area Officer will implement the following:

(1) A team of counselors shall be assigned to review each student's transcript during the 4th quarter and during the summer to develop an individualized plan to ensure that every student is on track to graduation;

(2) Summer school shall be offered to all current students to allow credit recovery if needed.

(3) The receiving school will be designed so that students will be able to continue on their current academic tracks with little or no interruption. The receiving school will continue to offer credit retrieval opportunities to students in need of assistance to getting back on track to a timely graduation.

The Chief Executive Officer ("CEO") or his designee shall engage the school community, pursuant to the Board's policy on Naming and Renaming of Schools, (03-0326-PO 04) to determine whether the school shall be renamed James H. Bowen.

The Office of Safety and Security will work closely with the Chicago Police Department and interested community outreach agencies to ensure that students travel safely to school and to ensure that there are no violent incidents involving the students of the new high school.

DESCRIPTION:

Pursuant to the Board of Education's Policy on the Consolidation of Schools, 05-1221-PO1, the CEO may recommend to the Board of Education, following a public hearing, the consolidation of schools. On or about March 22, 2011, the CEO sent notice of a public hearing to all interested parties regarding his proposal to consolidate the Bowen Environmental Studies High School, Chicago Discovery High School, and Global Visions High School into the New Millennium High School due to space utilization and alternative use of the facilities. The public hearing was held on April 6, 2011 at 6:30pm at 125 South Clark Street, 5th Floor, Board Chambers, Chicago, Illinois.

On April 6, 2011, the CEO, through an independent Hearing Officer, Fredrick Bates, Esq., convened the public hearing to receive public comment on his proposal to consolidate the Bowen Environmental Studies High School, Chicago Discovery High School, and Global Visions High School into the New Millennium High School. Oral and written comments were received from those members of the public who wished to comment. The record of the public hearing was left open until Thursday, April 7, 2011 until 5 pm. to receive any additional comments that members of the public wished to submit in writing to the hearing officer.

Hearing Officer Bates issued a report including findings regarding the CEO's proposal in which he recommended that the CEO proceed with his proposal to consolidate the Bowen Environmental Studies High School, Chicago Discovery High School, and Global Visions High School into the New Millennium High School. After receiving the hearing officer's report, the CEO decided to proceed in recommending that the Board authorize the consolidation of the Bowen Environmental Studies High School, Chicago Discovery High School, and Global Visions High School into the New Millennium High School effective June 30, 2011. The proposal does not change the attendance area boundary currently assigned to the Bowen HS Campus.

LSC IMPLICATIONS: Pursuant to the Board of Education's Policy on the Consolidation of Schools, the Appointed Local School Councils at Bowen Environmental Studies High School, Chicago Discovery High School, Global Visions High School and the New Millennium High School shall be dissolved on June 30, 2011 upon the consolidation of these schools into the New Millennium High School. The CEO or his designee shall involve the school community in creating an interim advisory local school council to take the place of the dissolved appointed local school councils. An election shall be held as prescribed by law on the date of the second semester parent report card pick-up day to elect a regular local school council. The newly elected local school council shall take office on July 1, 2012.

FINANCIAL IMPLICATIONS: Will be addressed during the development of the 2011-2012 fiscal budget.

PERSONNEL IMPLICATIONS: The employment status of all faculty and staff members currently assigned to the schools affected by this authorization will be determined pursuant to the CPS staffing formulas, Board Policies and any applicable collective bargaining agreements.

11-0427-EX7

**CONSOLIDATE PHILO CARPENTER ELEMENTARY SCHOOL INTO MANCEL TALCOTT
ELEMENTARY SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That effective June 30, 2011, the Board of Education approve the consolidation of Philo Carpenter Elementary School ("Carpenter School") (School ID 609838), located at 1250 West Erie Street, Chicago, Illinois, into Mancel Talcott Elementary School ("Talcott School") (School ID 610197), located at 1840 West Ohio Street.

DESCRIPTION:

Pursuant to the Board of Education's Policy on the Consolidation of Schools, 05-1221-PO1, the Chief Executive Officer of the Chicago Public Schools ("CEO") may recommend to the Board of Education, following a public hearing, changes to attendance area boundaries and the consolidation of schools

On or about March 23, 2011, the CEO's designee sent notice of a public hearing to all interested parties regarding his proposal to consolidate Carpenter School into Talcott School. The public hearing was held on April 8, 2011 at 5:30 pm at 125 South Clark Street, 5th floor, Board Chambers, Chicago, Illinois

On April 8, 2011, the CEO, through his appointed Hearing Officer, Margaret Fitzpatrick, Esq., convened the public hearing to receive public comment on his proposal to consolidate Carpenter School and Talcott School. Oral and written comments were received from those members of the public who wished to comment. The record of the public hearing was left open until April 11, 2011, until 5 p.m., to receive any additional comments that members of the public wished to submit in writing to the hearing officer.

Hearing Officer Fitzpatrick issued a report including findings regarding the CEO's proposal in which she recommended that the CEO proceed with his proposal to consolidate Carpenter School into Talcott School.

After receiving the hearing officer's report, the CEO determined to proceed in recommending that the Board consolidate Carpenter School into Talcott School effective June 30, 2011.

Upon the consolidation of Carpenter School into Talcott School all returning non-cluster program special education Carpenter students will be assigned to the nearby Talcott School. All Carpenter cluster program special education students will be reassigned to schools with special education cluster programs that meet special program needs of these students. Students attending Carpenter School will be provided the option to transfer to Ogden School.

FINANCIAL: Will be addressed during the development of the 2011-2012 fiscal budget

LSC IMPLICATIONS: Pursuant to the Board of Education's Policy on the Consolidation of Schools, the Local School Council at Carpenter School will be dissolved on June 30, 2011 upon the consolidation of Carpenter School into Talcott School.

PERSONNEL IMPLICATIONS: The employment status of all faculty and staff members currently assigned to the schools affected by this authorization will be determined pursuant to the CPS staffing formulas, Board Policies and any applicable collective bargaining agreements.

11-0427-EX8

**CONSOLIDATE GEORGE SCHNEIDER ELEMENTARY SCHOOL INTO FRIEDRICH LUDWIG JAHN
ELEMENTARY SCHOOL AND ADJUST THE ATTENDANCE AREAS FOR BOTH SCHOOLS**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That effective June 30, 2011, the Board of Education approve the consolidation of George Schneider Elementary School ("Schneider School") (School ID 610164), located at 2957 North Hoyne Avenue, Chicago, Illinois, into Friedrich Ludwig Jahn Elementary School ("Jahn School") (School ID 610010), located at 3149 North Wolcott Avenue, Chicago, Illinois, and adjust the attendance areas of both schools.

DESCRIPTION:

Pursuant to the Board of Education's Policy on the Review and Establishment of School Attendance Boundaries, 05-0622-PO1, and the Board of Education's Policy on the Consolidation of Schools, 05-1221-PO1, the Chief Executive Officer of the Chicago Public Schools ("CEO") may recommend to the Board of Education, following a public hearing, changes to attendance area boundaries and the consolidation of schools.

Prior to July 1, 2010, Schneider School had served grades kindergarten through eighth grade. Due to low space utilization, the CEO recommended an attendance area change for the Schneider School to gradually reduce its grade levels. Effective July 1, 2010, Schneider School stopped accepting incoming kindergarten students (Board Report 10-0224-EX12).

On or about March 23, 2011, the CEO sent notice to all interested parties of a public hearing regarding his proposal to consolidate Schneider School into Jahn School and to adjust the attendance areas of both schools. The public hearing was held on April 8, 2011 at 8:00 pm at 125 South Clark Street, 5th floor, Board Chambers, Chicago, Illinois.

On April 8, 2011, the CEO, through his appointed Hearing Officer, Margaret Fitzpatrick, Esq., convened the public hearing to receive public comment on his proposal to consolidate Schneider School and Jahn School. Oral and written comments were received from those members of the public who wished to comment. The record of the public hearing was left open until Monday April 11, until 5 p.m., to receive any additional comments that members of the public wished to submit in writing to the hearing officer.

Hearing Officer Fitzpatrick issued a report including findings regarding the CEO's proposal in which she recommended that the CEO proceed with his proposal to consolidate Schneider School into Jahn School and reassign Schneider School's attendance area to Jahn School.

After receiving the hearing officer's report, the CEO determined to proceed in recommending that the Board consolidate Schneider School into Jahn School effective June 30, 2011 and reassign Schneider School's attendance area to Jahn School as described below.

Upon the consolidation of Schneider School into Jahn School, all returning Schneider School students will be assigned to Jahn School.

Adjust Attendance Area Boundaries for Jahn School
(School ID 610010)

Effective July 1, 2011, kindergarten through eighth grade.

Beginning at Western Ave. and Belmont Ave.
East to Damen Ave.
North to Henderson St.
East to Ravenswood Ave.
South to Belmont Ave.
East to Ravenswood Ave.
South to Wellington Ave.
West to the CMSTP&P RR (at Ravenswood Ave.)
South to Diversey Pkwy.
West to Damen Ave.
South to the north branch of the Chicago River
Northwest to Western Ave.
North to the starting point.

FINANCIAL: Will be addressed during the development of the 2011-2012 fiscal budget.

LSC IMPLICATIONS: Pursuant to the Board of Education's Policy on the Consolidation of Schools, the Local School Council at Schneider School will be dissolved June 30, 2011 upon the consolidation of Schneider School into Jahn School.

PERSONNEL IMPLICATIONS: The employment status of all faculty and staff members currently assigned to the schools affected by this authorization will be determined pursuant to the CPS staffing formulas, Board Policies and any applicable collective bargaining agreements.

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

Yeas: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, and President Richardson-Lowry – 6

Nays: Ms. Davis – 1

President Richardson-Lowry thereupon declared Board Reports 11-0427-EX4 through 11-0427-EX8 adopted.

11-0427-EX9

AMEND BOARD REPORT 10-1215-EX2

RATIFY EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP TO RECRUIT CANDIDATES INTO A TEACHER RESIDENCY PROGRAM AND PROVIDE PROFESSIONAL DEVELOPMENT SERVICES (DODGE RENAISSANCE ACADEMY, THE CHICAGO ACADEMY, TARKINGTON SCHOOL OF EXCELLENCE, NATIONAL TEACHERS ACADEMY, CHICAGO ACADEMY HIGH SCHOOL, COLLINS ACADEMY HIGH SCHOOL, ORR ACADEMY HIGH SCHOOL, ERIC SOLORIO ACADEMY HIGH SCHOOL)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify exercising the first option to renew the agreement with the Academy for Urban School Leadership ("Consultant" or "AUSL") to recruit candidates into a teacher residency program and provide professional

development services to the Office of Autonomous Management and Performance Schools and the Office of Human Capital at the following schools: Dodge Renaissance Academy ("Dodge"), The Chicago Academy ("TCA"), National Teachers Academy ("NTA"), Tarkington School of Excellence ("Tarkington"), Chicago Academy High School (CAHS), Collins Academy High School ("Collins"), and Orr Academy High School ("Orr"), ~~and Eric Solerio Academy High School ("Solerio")~~ at a cost not to exceed ~~\$1,295,080.40~~ \$1,035,080.40. 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 120 days of the date of this Board Report. Information pertinent to this option is stated below.

This April 2011 amendment is necessary to i) decrease the number of schools for this agreement, ii) update the budget classification section, and iii) decrease the cost not to exceed amount to \$1,035,080.40. No written amendment to the agreement is required.

CONSULTANT: Academy for Urban School Leadership, a non-profit corporation
3400 N. Austin Avenue
Chicago, IL 60634
Phone (773) 534-3885
Contact: person Tim Cawley and Dr. Donald Feinstein
Vendor Number. 39861

USER: Office of Autonomous Management and Performance Schools (AMPS)
125 S. Clark, 19th floor
Chicago, IL 60603
(773) 553-3620
Contact Person: Melissa Megliola-Zakos, Chief Area Officer

Office of Human Capital
125 S. Clark, 2nd floor
Chicago, IL 60603
(773) 553-1070
Contact Person: Alicia Winckler

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 09-0624-EX8) in the amount of \$100,000.00 was for a term commencing July 1, 2009 and ending June 30, 2010, with the Board having five (5) options to renew for a period of one (1) year each. The agreement was amended (authorized by Board Report 10-0526-EX2) to increase the compensation amount to \$346,000.00. The original agreement was awarded on a non-competitive basis.

OPTION PERIOD: The term of this agreement is being extended for one (1) year commencing July 1, 2010 and ending June 30, 2011.

OPTION PERIODS REMAINING: There are (4) four options to renew for a period of one (1) of year each remaining.

SCOPE OF SERVICES: AUSL, in partnership with leadership teams of Dodge, TCA, NTA, Tarkington, CAHS, Collins, and Orr, ~~and Solerio~~ will establish dual mission teacher training schools to train and develop teacher residents working towards a Master of Arts in Teaching degree. Teacher residents will complete a year-long residency at each of the following schools: Dodge, TCA, NTA, Tarkington, CAHS, Collins, and Orr, ~~and Solerio~~, working in close partnership with mentor teachers to develop and refine their teaching expertise. The resident teacher candidates will be recruited and selected by AUSL, and will provide approximately 500 hours each of assistance to the classrooms of the participating schools 4 days per week in exchange for a stipend paid by AUSL. AUSL will also provide school management consulting services, which includes support in personnel selection, curriculum decisions, budget allocations and other aspects of high quality school management to the principals of Dodge, TCA, NTA, Tarkington, CAHS, Collins, and Orr, ~~and Solerio~~. There is no obligation on part of the Board to hire any graduating participants. The decision to hire any graduating participants is solely within the discretion of the Board.

THE BOARD'S RESPONSIBILITIES: The Board will allocate funding to cover the program costs of hiring 1.0 and 2.0 positions, and extended day salary expenses to support implementation of this program. AUSL will make recommendations to the Board as to the various positions to be filled in each school. The Professional Development Schools programs is allocated funds at a rate of \$20,000 per teacher resident for residents seeking certification in high need subject areas, and \$15,000 per teacher resident for residents seeking certification in all other subject areas. An additional program allocation of \$300,000 is made for each participating school that hosts 10 or more teacher residents during a single school year.

DELIVERABLES: AUSL will deliver a top-quality professional development program at Dodge, TCA, NTA, Tarkington, CAHS, Collins, and Orr, ~~and Solerio~~ which will include

- Rigorous instructional training for pre-service resident teacher candidates and other in-service teacher programs at Dodge, TCA, NTA, Tarkington, CAHS, Collins, and Orr, ~~and Solerio~~
- Innovative approaches to instructional practice that serves as a resource to the staff members and administration of Dodge, TCA, NTA, Tarkington, CAHS, Collins, and Orr, ~~and Solerio~~ as well as for the District as a whole.

- Creative strategies, incentives, and supports to attract and retain certified, highly qualified experienced, and award-winning educators at Dodge, TCA, NTA, Tarkington, CAHS Collins ~~and Orr, and Solerio~~.
- An evaluation of the effectiveness of integration of professional development into curricula and instruction, ultimately increasing instructional capacity at Dodge, TCA, NTA, Tarkington CAHS Collins, ~~and Orr, and Solerio~~
- A mechanism and infrastructure to facilitate sharing of best practices and innovations

OUTCOMES: AUSL services will result in a high-quality teacher preparation program that serves as a model for urban teacher development.

In 2010-2011, Dodge, TCA, NTA, Tarkington, CAHS, Collins, ~~and Orr, and Solerio~~ will be staffed in CPS schools for no less than a period of four years.

At least 80% of residents that complete the program will be staffed in CPS schools for no less than a period of four years.

The CPS mentor will deepen their capacity to provide mentoring over the course of the year, as measured by evaluations performed by AUSL staff members.

COMPENSATION: AUSL shall be paid the balance remaining from the total Professional Development Schools budget that is not allocated to cover the costs of hiring 1 0 and 0 2 positions, and extended day salary buckets at CPS schools. The total compensation payable to AUSL for the option period shall not exceed ~~\$1,205,080.40~~ \$1,035,080.40. These funds will be paid out using both Title II and CPS Funds. This program is also funded by approximately \$2 Million that AUSL has raised from sources outside of Chicago Public Schools.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreement. Authorize the President and Secretary to execute the written renewal 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 contract is exempt from review because the vendor providing services operates as a Non-for-Profit organization

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

FINANCIAL: Charge to: Department Office of Human Capital ~~\$1,045,080.40~~ \$1,035,080.40
Fiscal Year: FY2011
Budget Classification: 11070-353-54105-221301-494033
Source of Funds: Title II

~~Budget Classification: 11070-115-54105-221301-000000
Fiscal Year: FY2011
Source of Funds: Gen Ed
Amount: \$ 250,000.00~~

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-EX10

**APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH
BRONZEVILLE LIGHTHOUSE CHARTER SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with Bronzeville Lighthouse Charter School for an additional 5-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

CHARTER SCHOOL: Bronzeville Lighthouse Charter School
8 West Root Street
Chicago, IL 60651
Phone: 773-535-1459
Contact Person: Ashleigh Plauche, Principal

OVERSIGHT: Office of New Schools
125 S. Clark, 5th Floor
Chicago, IL 60603
(773) 553-1530
Contact Person: Nora Moreno Cargie, Chief of Staff

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 05-0126-EX12) was for a term commencing July 1, 2006 and ending June 30, 2011 and authorized the operation of a charter school serving no more than 496 students in grades K – 5th.

CHARTER RENEWAL PROPOSAL: Bronzeville Lighthouse Charter School submitted a renewal proposal on September 1, 2010, to continue the operation of the Bronzeville Lighthouse Charter School under a unified mission. The Charter School shall serve grades K-8 with a maximum student enrollment of 496 students.

Bronzeville Lighthouse Charter School is authorized to operate a pre-kindergarten program in the same building as the charter school. The children enrolled in the pre-kindergarten will not be included in the enrollment of the charter school and the pre-kindergarten program will not be governed by the Charter School Agreement. To the extent the Board provides funding for the pre-kindergarten program, that program will be subject to a separate agreement with and separate funding authorized by the Office of Early Childhood Education. A material breach of any contract between the Board and Bronzeville Charter School for the operation of a pre-kindergarten program or the charter school may be treated as a breach of the other contract.

The agreement incorporates an accountability plan in which the school is evaluated by the Board each year based on numerous factors related to academic, financial and operational performance.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of Bronzeville Lighthouse Charter School performance and operations. This evaluation included a review of the proposal, facilities surveys, financial and governance analyses, and site visit of the school in which teaching and learning, leadership and governance, learning community and services for ELL students and students with special needs were assessed. A public hearing was conducted on Monday, April 18, 2011 to receive public comment on the application to renew the Charter School Agreement with Bronzeville Lighthouse Charter School for an additional five years. In addition, the Office of New Schools evaluated the school's student performance. From 2006-2007 to 2009-2010, Bronzeville Lighthouse Charter School received 6 out of 19 high ratings and 9 out of 19 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2006-2007 to 2009-2010, Bronzeville Lighthouse Charter School's student attendance averaged 93.2%. In 2009-2010, the percentage of students meeting/exceeding state standards on the ISAT Composite was 71%, an increase of 19.2 percentage points from 2006-2007. The committee recommends that, based on the school's performance on these and other accountability criteria, Bronzeville Lighthouse Charter School be authorized to continue operating as a charter school.

RENEWAL TERM: The term of Bronzeville Lighthouse Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2011 and ending June 30, 2016.

ADDITIONAL TERMS AND CONDITIONS: By September 1, 2011, Bronzeville Lighthouse Charter School must submit detailed curriculum maps aligned to the Illinois Learning Standards or Common Core Standards for social studies and science.

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, funding, educational program,

financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the written 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.

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

FINANCIAL: The financial implications will be addressed during the development of the 2011-2012 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY12 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

GENERAL CONDITIONS:

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

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

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

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

11-0427-EX11

**APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH
CHICAGO VIRTUAL CHARTER SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with Chicago Virtual Charter School for an additional 5-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

CHARTER SCHOOL: Chicago Virtual Charter School
38 S. Peoria St.
Chicago, IL 60607
Phone: 312-267-4489
Contact Person: Leah Rodgers, Principal

OVERSIGHT: Office of New Schools
125 S. Clark, 5th Floor
Chicago, IL 60603
(773) 553-1530
Contact Person: Nora Moreno Cargie, Chief of Staff

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 06-0125-EX2) was for a term commencing August 16, 2006 and ending June 30, 2011 and authorized the operation of a charter school serving no more than 600 students in grades K through 8. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 06-0816-EX2: Approved the change in location of the school from 225 N. Michigan Ave, Suite 101 to 1 E. Jackson Blvd, Suite C-111.
- Board Report 07-0725-EX11: Approved the addition of grades 9-12 at the school and the change in location of the school from 1 E. Jackson Blvd, Suite C-111 to 38 S. Peoria

CHARTER RENEWAL PROPOSAL: Chicago Virtual Charter School submitted a renewal proposal on September 1, 2010, to continue the operation of the Chicago Virtual Charter School under a unified mission. The Charter School shall serve grades K through 12 with a maximum student enrollment of 600 students.

The agreement incorporates an accountability plan in which the school is evaluated by the Board each year based on numerous factors related to academic, financial and operational performance

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of Chicago Virtual Charter School performance and operations. This evaluation included a review of the proposal, facilities surveys, financial and governance analyses, and site visit of the school in which teaching and learning, leadership and governance, learning community and services for ELL students and students with special needs were assessed. A public hearing was conducted on Monday, April 18, 2011 to receive public comment on the application to renew the Charter School Agreement with Chicago Virtual Charter School for an additional five years. In addition, the Office of New Schools evaluated the school's student performance. From 2006-2007 to 2009-2010, Chicago Virtual Charter School received 2 out of 23 high ratings and 8 out of 23 middle ratings on their elementary school absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2006-2007 to 2009-2010, Chicago Virtual Charter School received 4 out of 14 high ratings and 3 out of 14 middle ratings on their high school absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2006-2007 to 2009-2010, Chicago Virtual Charter School's elementary school student attendance averaged 93.7%. From 2006-2007 to 2009-2010, Chicago Virtual Charter School's high school student attendance averaged 92.7%. In 2009-2010, the percentage of students meeting/exceeding state standards on the ISAT Composite was 71.8%, an increase of 2.5 percentage points from 2006-2007. In 2009-2010, the percentage of students meeting/exceeding state standards on the PSAE Composite was 35.9%. The committee recommends that, based on the school's performance on these and other accountability criteria, Chicago Virtual Charter School be authorized to continue operating as a charter school.

RENEWAL TERM: The term of Chicago Virtual Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2011 and ending June 30, 2016

ADDITIONAL TERMS AND CONDITIONS:

1. By November 1, 2011, the Chicago Virtual Charter School's Board Development and Governance ("BDG") Committee must meet with the Office of New Schools to provide an update on the delineation of roles and responsibilities between the charter school's governing board and its subcontractor K12 Classroom LLC ("K12") based on the terms of the new educational management agreement. At such meeting, the BDG Committee shall present the latest version of its charter school's Board Handbook with a special focus on the Board Responsibilities. Additionally, the BDG Committee shall provide an outline of how the charter school's governing board will hold K12 accountable for academic and financial performance of the charter school and how the governing board and K12 will resolve disputes or differences of opinion that arise during the management and oversight of the charter school.
2. Chicago Virtual Charter School must contact its Specialized Services Administrator for guidance on how to meet all applicable state and federal special education compliance requirements.

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, funding, educational program financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the written 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.

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

FINANCIAL: The financial implications will be addressed during the development of the 2011-2012 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY12 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

GENERAL CONDITIONS:

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

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

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

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

11-0427-EX12

**APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH
URBAN PREP ACADEMIES**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with Urban Prep Academies for an additional 4-year period. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

SCHOOL OPERATOR: Urban Prep Academies
420 North Wabash Avenue, Suite 203
Chicago, IL 60611
Contact Person: Tim King, Chief Executive Officer

CHARTER SCHOOL: Urban Prep Academy for Young Men Charter School
6201 S. Stewart Ave.
Chicago, IL 60621
Phone: 773-535-9724
Contact Person: Dennis Lacewell, Principal

OVERSIGHT: Office of New Schools
125 S. Clark, 5th Floor
Chicago, IL 60603
(773) 553-1530
Contact Person: Nora Moreno Cargie, Chief of Staff

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board 05-1116-EX14) was for a term commencing September 26, 2006 and ending June 30, 2011 and authorized the operation of a charter school serving no more than 598 students in grades 9 through 12.

CHARTER RENEWAL PROPOSAL: Urban Prep Academies submitted a renewal proposal on September 1, 2010, to continue the operation of the Urban Prep Academy for Young Men under a unified mission. The Charter School shall serve grades 9 through 12 with a maximum student enrollment of 598 students.

The agreement incorporates an accountability plan in which the school is evaluated by the Board each year based on numerous factors related to academic, financial and operational performance.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of Urban Prep Academy for Young Men Charter School performance and operations. This evaluation included a review of the proposal, facilities surveys, financial and governance analyses, and site visit of the school in which teaching and learning, leadership and governance, learning community and services for ELL students and students with special needs were assessed. A public hearing was conducted on Monday, April 18, 2011 to receive public comment on the application to renew the Charter School Agreement with Urban Prep Academies for an additional four years. In addition, the Office of New Schools evaluated the school's student performance. From 2006-2007 to 2009-2010, Urban Prep Academy for Young Men Charter School received 5 out of 17 high ratings and 9 out of 17 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2006-2007 to 2009-2010, Urban Prep Academy for Young Men Charter School's student attendance averaged 91.7%. In 2010, the percentage of students meeting/exceeding state standards on the PSAE Composite was 17.2%, an increase of 1.9 percentage points from 2008-2009. The committee recommends that, based on the school's performance on these and other accountability criteria, Urban Prep Academy for Young Men Charter School be authorized to continue operating as a charter school.

RENEWAL TERM: The term of Urban Prep Academy for Young Men Charter School's charter and agreement is being extended for a four (4) year term commencing July 1, 2011 and ending June 30, 2015.

ADDITIONAL TERMS AND CONDITIONS:

1. Due to the charter school's rating of Failing to Meet Standards or Make Reasonable Progress under its Charter Accountability Plan, the charter school's governing board must develop a comprehensive academic plan to move the school out of failing status by reaching a Level 1 or Level 2 rating on the district's School Performance, Remediation and Probation Policy before the Fall of 2014. The plan shall, at a minimum, include:
 - a) The governing board's specific, measurable, attainable, realistic, and time-sensitive goals aligned to the metrics of the School Performance, Remediation and Probation Policy for the

2011-2012 school year as well as for the duration of the term of the Charter School Agreement. These goals shall be submitted to the Office of New Schools by July 1, 2011 in accordance with existing compliance requirements.

- b) Actions the charter school will take to reach the above-referenced goals, stakeholders who will be responsible for the action steps taken to reach those goals, and how the governing board will hold itself and the charter school's staff accountable for the attainment of those goals.

The plan shall be submitted to the Office of New Schools by September 1, 2011

- 2. The charter school must contact its Specialized Services Administrator for guidance on how to meet all applicable state and federal special education compliance requirements. Additionally, the charter school must submit the Special Education Progress Report to the Office of New Schools by March 30, 2011, and subsequently on December 1, 2011, December 3, 2012, December 2, 2013, and December 1, 2014.

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, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the written 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.

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

FINANCIAL: The financial implications will be addressed during the development of the 2011-2012 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY12 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

GENERAL CONDITIONS:

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

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

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

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

11-0427-EX13

AUTHORIZE PAYMENT OF STARTUP FUNDS TO AND APPROVE ENTERING INTO DISBURSEMENT AND USE OF STARTUP FUNDS AGREEMENTS WITH VARIOUS CHARTER SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize payment of startup funds to and approve entering into disbursement and use of startup funds agreements with various charter schools at a total aggregate cost not to exceed \$2,917,800.00. Written agreements for each Charter School are currently being negotiated. No payment shall be made to any Charter School prior to the execution of such Charter School's written agreement. The authority granted herein shall automatically rescind as to each Charter School in the event such Charter School's written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

CHARTER SCHOOLS:

- | | |
|--|--|
| <ul style="list-style-type: none"> 1. Chicago Charter School Foundation
11 East Adams, Suite 600
Chicago, IL 60603
Phone: 312-651-5000
Contact Person: Dr. Elizabeth Purvis, Director
Disbursement Amount: \$664,000.00 | <ul style="list-style-type: none"> 2. UNO Charter School Network
954 W. Washington Boulevard
Chicago, IL 60607
Phone: 312-432-6301
Contact Person: Juan Rangel, President
Disbursement Amount: \$1,378,200.00 |
|--|--|

- | | |
|---|---|
| 3. LEARN Charter School
1132 S. Homan Avenue
Chicago, IL 60624
Phone: 773-826-6330
Contact Person: Greg White,
Executive Director
Disbursement Amount: \$545,300.00 | 4. Youth Connection Charter School
10 W. 35 th Street
Chicago, IL 60616
Phone 312-328-0799
Contact Person: Shelia Venson
Executive Director
Disbursement Amount \$330,300.00 |
|---|---|

OVERSIGHT: Office of New Schools
125 South Clark Street, 5th Floor
Chicago, Illinois 60603
Nora Moreno Cargie, Chief of Staff
773-553-1530

TERM: Each agreement shall commence on the date the agreement is signed and shall end on the earlier of either the date of disbursement of all funds or April 30, 2012.

USE OF FUNDS: The funds will be used for educational purposes such as purchasing textbooks, computers, furniture and security for new Charter Schools and new campuses of Charter Schools opening in Fall 2011

OUTCOMES: Disbursement of funds will result in the complete preparation of classrooms and facilities for the start of the 2011 – 2012 school year.

COMPENSATION: Each Charter School shall receive the disbursement amount indicated above. The total amount to be paid to the Charter Schools shall not exceed the sum of \$2,917,800.00.

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

AFFIRMATIVE ACTION: Not applicable.

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

FINANCIAL: Charge to Office of New Schools: \$2,917,800.00 Fiscal Year: 2011
Budget Classification: 12670-115-55005-009546-005058 Source of Funds: General Fund

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

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

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

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

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

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

Yeas: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry – 7

Nays: None

President Richardson-Lowry thereupon declared Board Reports 11-0427-EX9 through 11-0427-EX13 adopted.

11-0427-ED1

REPORT ON STUDENT EXPULSIONS FOR MARCH 2011

DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORT THE FOLLOWING DECISION:

31 Students were expelled from the Chicago Public Schools in March 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 31 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

March Totals
(March 1 to March 31, 2011)

Expulsions	31
No Expulsions	25
SMART Referrals	<u>78</u>
	134

(2010-2011 Totals to Date)
(August 1, 2010 to current)

Expulsions	339
No Expulsions	175
SMART Referrals	516
Decisions Pending	<u>20</u>
	1,050

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.

11-0427-ED2

AMEND BOARD REPORT 09-0722-ED3

RATIFY ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH CATALYST SCHOOLS (CATALYST ELEMENTARY SCHOOL – CIRCLE ROCK) TO PARTICIPATE IN THE REAL/CHICAGO TEACHER ADVANCEMENT PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify entering into a memorandum of understanding (MOU) with Catalyst Schools on behalf of Catalyst Elementary School – Circle Rock to participate in the Recognizing Excellence in Academic Leadership (REAL) program hereafter known as the Chicago Teacher Advancement Program (TAP) at a cost not to exceed \$300,000.00 over a two-year period (\$150,000.00 for year one and \$150,000.00 for year two) In November 2006, the U.S Department of Education awarded a five-year, \$27.5 Million grant to CPS under the Teacher Incentive Fund (TIF) grant based on the REAL/Chicago Teacher Advancement Program grant proposal developed in collaboration with National Institute for Excellence in Teaching (NIET) The foundation for the REAL/Chicago Teacher Advancement program is the NIET's Teacher Advancement Program (TAP), a whole school reform model, which is designed to increase student achievement by improving teacher quality and maximizing principal effectiveness. In April 2009 the REAL/Chicago TAP

Planning/Advisory Committee selected Catalyst Elementary School – Circle Rock to participate as one of the 10 schools in Cohort 3 to implement the program in 2009-2010. The authority granted herein shall automatically rescind in the event the Memorandum of Understanding is not executed within 90 days of this Board Report. Information pertinent to this Memorandum of Understanding stated below

This April 2011 amendment is necessary to a) correct the department name and contact information and b) revise the compensation section to change the final compensation payment date to December 31, 2011 after the Board receives students' test scores from the 2010-2011 school year. A written amendment to the MOU with Catalyst Schools is required. The authority granted herein shall automatically rescind in the event the written amendment to the Memorandum of Understanding is not executed within 90 days of the date of this amended Board Report.

CONTRACT SCHOOL: Catalyst Schools (School Operator)
1616 South Spaulding
Chicago, IL 60623
Contact: Michael Fehrenbach, President
Phone: 773-854-1633

Catalyst Elementary School – Circle Rock
5608 West Washington
Chicago, IL 60644
Contact: Stella Sims
Phone: 773-534-1635

OVERSIGHT: Department Office of Human Capital Resources
125 S. Clark Street, 2nd Floor
Chicago, IL 60603
Contact: Ann-Chan-Victoria Van-Nguyen
Phone: (773)-663-4068 (773) 553-1084

BACKGROUND: In January 2009, Catalyst Schools submitted an application to the REAL/Chicago TAP for consideration. In April 2009, the REAL/Chicago TAP Planning/Advisory Committee selected Catalyst Elementary School – Circle Rock to participate as one of the 10 schools in Cohort 3 to implement the program in 2009 – 2010.

TERM: The term of the memorandum shall commence on July 1, 2009 and shall end on June 30, 2011.

OVERVIEW OF MEMORANDUM OF UNDERSTANDING: This agreement governs the implementation of the TIF grant, known as REAL/Chicago TAP, a pilot program for performance-based compensation. Catalyst Elementary School – Circle Rock is one of 30 schools implementing the program in 2009-2010. This MOU outlines the responsibilities of the REAL/Chicago TAP Program Office as well as the responsibilities of the contract school with respect to participation and implementation of the program. This includes the role of the Joint Council (composed of 6 CPS employees and 6 CTU officials), the recruitment and selection of staff associated with the REAL/Chicago TAP, the collection of the data to be utilized in determining performance awards, the collection of data to be used in program evaluation, and the calculation of performance awards. Catalyst Elementary School – Circle Rock will select lead & Mentor Teachers to provide model teaching, peer coaching, mentoring, team teaching and classroom observation for the rest of the teachers at the school. Teachers at the Catalyst at the Elementary School – Circle Rock will be evaluated based on the student achievement data and will receive performance awards using the methodology set forth in the TIF grant. The principal and support staff at the Catalyst Elementary School – Circle Rock will also receive performance-based incentives as a part of the TIF grant.

COMPENSATION: Compensation to the contract school provided by the Board with a cost not exceed \$150,000.00 for year one and with a cost not to exceed \$150,000.00 for year two. Total compensation paid to the contract school for the term shall not exceed the sum \$300,000.00. Since compensation is based on student achievement data (e.g., ISAT scores), final compensation payment will be on December 31, 2011.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written Memorandum of Understanding. Authorize the President and Secretary to execute the written Memorandum of Understanding. Authorize CEO for Human Capital or Deputy CEO for Human Capital to execute all ancillary documents required to administer or effectuate the written Memorandum of Understanding.

AFFIRMATIVE ACTION: Pursuant to section 5.2.4 of Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is exempt from MBE/WBE review as services provided classify as a unique transaction.

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

FINANCIAL: Charge to the Department Office of Human Capital Resources: \$300,000.00
Fiscal Year: 2009-2010
Budget Classification: 11070-324-54105-221245-542126
Source of Funds: Teacher Incentive (TIF) Grant

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-ED3

**AMEND BOARD REPORT 10-0526-ED3
APPROVE ENTERING INTO A MEMORANDUM OF UNDERSTANDING
WITH CHICAGO CHARTER SCHOOL FOUNDATION (CHICAGO INTERNATIONAL CHARTER
SCHOOL) TO PARTICIPATE IN THE REAL PROGRAM**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve entering into a memorandum of understanding (MOU) with Chicago Charter School Foundation on behalf of Chicago International Charter School (CICS) – Basil Campus to participate in the Recognizing Excellence in Academic Leadership (REAL) program now known also as the Chicago Teacher Advancement Program (Chicago TAP) at a cost not to exceed \$300,000.00. In November 2006, the U.S. Department of Education awarded a five-year, \$27.5 Million grant to CPS under the Teacher Incentive Fund (TIF) grant based on the REAL program grant proposal developed in collaboration with National Institute for Excellence in Teaching (NIET). The foundation for the REAL program is the NIET's Teacher Advancement Program (TAP), a whole school reform model, which is designed to increase student achievement by improving teacher quality and maximizing principal effectiveness. In March 2009, the REAL Planning/Advisory Committee selected CICS - Basil Campus to participate as one of the 10 schools in Cohort 4 to implement the program in 2010-2011. The written Memorandum of Understanding is currently being negotiated. The authority granted herein shall automatically rescind in the event the Memorandum of Understanding is not executed within 90 days of the date of this Board Report. Information pertinent to this Memorandum of Understanding is stated below.

This April 2011 amendment is necessary to a) correct the department name and contact information and b) revise the compensation section to change the final compensation payment date to December 31, 2011 after the Board receives students' test scores from the 2010-2011 school year. A written amendment to the MOU with Chicago Charter School Foundation is required. The authority granted herein shall automatically rescind in the event the written amendment to the Memorandum of Understanding is not executed within 90 days of the date of this amended Board Report.

CHARTER SCHOOL: Chicago Charter School Foundation (School Operator)
228 South Wabash, Suite 500
Chicago, IL 60604
Contact: Dr. Elizabeth Purvis, Director
Phone: (312) 455-7894
Vendor: 23091

Chicago International Charter School -
Basil Campus
1816 West Garfield Blvd.
Chicago, IL 60609
Contact: Chenita Hardy
Phone: 773-778-9455
Vendor: 07130

OVERSIGHT: Department Office of Human Capital
125 S. Clark Street, 2nd Floor
Chicago, IL 60603
Contact: Ann-Chan Victoria Van-Nguyen
Phone: (773) 653-4068 (773) 553-1084

BACKGROUND: In January 2009, CICS submitted an application to the REAL program for consideration. In March 2009, the REAL Planning/Advisory Committee selected CICS - Basil Campus to participate as one of the 10 schools in Cohort 4 to implement the program in 2010-2011.

TERM: The term of the memorandum shall commence on July 1, 2009 and shall end on June 30, 2011

OVERVIEW OF MEMORANDUM OF UNDERSTANDING: This agreement governs the implementation of the TIF grant, known as REAL/Chicago TAP, a pilot program for performance-based compensation. CICS - Basil Campus is one of 39 schools implementing the program in 2010-2011. This MOU outlines the responsibilities of the REAL Program Office as well as the responsibilities of the charter school with respect to participation and implementation of the program. This includes the role of the Joint Council (composed of 6 CPS employees and 6 CTU officials), the recruitment and selection of staff associated with the REAL program, the collection of data to be utilized in determining performance awards, the collection of data to be used in program evaluation, and the calculation of performance awards. CICS - Basil Campus will select Lead & Mentor Teachers to provide model teaching, peer coaching, mentoring, team teaching and classroom observations for the rest of the teachers at the school. Teachers at the CICS - Basil Campus will be evaluated based on student achievement data and will receive performance awards using the methodology set forth in the TIF grant. The principal and support staff at the CICS - Basil Campus will also receive performance-based incentives as a part of the TIF grant.

COMPENSATION: Compensation to the charter school shall be paid as specified in the memorandum of understanding; total compensation for this term shall not exceed \$300,000.00. Since compensation is based on student achievement data (e.g., ISAT scores), final compensation payment will be on December 31, 2011.

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

AFFIRMATIVE ACTION: Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Plan), this contract is exempt from M/WBE review as the funding source for the agreement is provided through the Teacher Incentive Fund (TIF) Grant.

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

FINANCE: Charge to the Department Office of Human Capital Resources \$300,000 00
FY: 2010-2011
Budget Classification: 66231-324-54320-221245-542126
Source of Funds: Teacher Incentive Fund (TIF) Grant

GENERAL CONDITIONS:

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

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

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

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

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 subsequent fiscal year budget(s)

11-0427-ED4

AMEND BOARD REPORT 10-0825-ED2
APPROVE ENTERING INTO A MEMORANDUM OF UNDERSTANDING
WITH CATALYST SCHOOLS (CATALYST ELEMENTARY SCHOOL – HOWLAND CAMPUS) TO
PARTICIPATE IN THE REAL/CHICAGO TEACHER ADVANCEMENT PROGRAM

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve entering into a Memorandum of Understanding (MOU) with Chicago Charter School Foundation on behalf of Catalyst Elementary School – Howland Campus to participate in the Recognizing Excellence in Academic Leadership (REAL) program, now known as the Chicago Teacher Advancement Program (TAP) at a cost not to exceed \$150,000.00. In November 2006, the U.S. Department of Education awarded a five-year, \$27.5 Million grant to CPS under the Teacher Incentive Fund (TIF) grant based on the REAL/ Chicago Teacher Advancement Program grant proposal developed in collaboration with National Institute for Excellence in Teaching (NIET). The foundation for the REAL program is the NIET's

Teacher Advancement Program (TAP), a whole school reform model, which is designed to increase student achievement by improving teacher quality and maximizing principal effectiveness. In June, 2010, the Chicago TAP Planning/Advisory Committee selected Catalyst School – Howland to participate as one of the schools in Cohort 4 to implement the program in 2010 – 2011. The written MOU is currently being negotiated. The authority granted herein shall automatically rescind in the event the Memorandum of Understanding is not executed within 90 days of this Board Report. Information pertinent to this MOU is stated below.

This April 2011 amendment is necessary to a) correct the department name and contact information and b) revise the compensation section to change the final compensation payment date to December 31, 2011 after the Board receives students' test scores from the 2010-2011 school year. A written amendment to the MOU with Catalyst Schools is required. The authority granted herein shall automatically rescind in the event the written amendment to the Memorandum of Understanding is not executed within 90 days of the date of this amended Board Report.

CHARTER SCHOOL: Catalyst Schools Network (School Operator)
1616 South Spaulding
Chicago, IL 60623
Contact: Gordon Hannon, President
Phone: (312) 925-4277
Vendor: 04370

Catalyst School – Howland Campus
1616 South Spaulding
Chicago, IL 60623
Contact: Chaun Johnson
Phone: 773-534-1753
Vendor: 04370

OVERSIGHT: Department Office of Human Capital
125 S. Clark Street, 2nd Floor
Chicago, IL 60603
Contact: Sheri Frost-Leo Victoria Van-Nguyen
Phone: (773) 563-4252 (773) 553-1084

BACKGROUND: In April/May, 2010, the recommendation was made not to implement TAP at two selected Cohort 4 schools, Henson and Pickard. This recommendation was accepted by CPS senior leadership. The Chicago Teachers Union, Joint Council and teachers of both schools were informed of the decision. An outreach effort was made for replacement schools. In June, 2010 Chicago TAP Planning/Advisory Committee selected Catalyst School – Howland to participate as one of the schools in Cohort 4 to implement the program in 2010-2011.

TERM: The term of the memorandum shall commence September 1, 2010 and shall end June 30, 2011.

OVERVIEW OF MEMORANDUM OF UNDERSTANDING: This agreement governs the implementation of the TIF grant, known as REAL/Chicago TAP, a pilot program for performance-based compensation. Catalyst Elementary School – Howland Campus is one of 38 schools implementing the program in 2010-2011. This MOU outlines the responsibilities of the REAL/Chicago TAP Program Office as well as the responsibilities of the charter school with respect to participation and implementation of the program. This includes the role of the Joint Council (composed of 6 CPS employees and 6 CTU officials), the recruitment and selection of staff associated with the REAL/Chicago TAP program, the collection of data to be utilized in determining performance awards, the collection of data to be used in program evaluation, and the calculation of performance awards. Catalyst Elementary School – Howland Campus will select Lead & Mentor Teachers to provide model teaching, peer coaching, mentoring, team teaching and classroom observations for the rest of the teachers at the school. Teachers at the Catalyst Elementary School – Howland Campus will be evaluated based on student achievement data and will receive performance awards using the methodology set forth in the TIF grant. The principal and support staff at the Catalyst Elementary School – Howland Campus will also receive performance-based incentives as a part of the TIF grant.

COMPENSATION: Compensation to the charter school shall be paid as specified in the memorandum of understanding; total compensation for this term shall not exceed \$150,000.00. Since compensation is based on student achievement data (e.g., ISAT scores), final compensation payment will be on December 31, 2011.

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

AFFIRMATIVE ACTION: Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Plan), this agreement is exempt from M/WBE review as services provided classify as a unique transaction.

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

FINANCE: Charge to the Department Office of Human Capital: \$150,000.00 FY: 2010-2011

Budget Classification: 66431-324-54105-221245-542126
Source of Funds: Teacher Incentive Fund (TIF) Grant

GENERAL CONDITIONS:

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

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

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

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

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 subsequent fiscal year budget(s)

11-0427-ED5

RATIFY AND AUTHORIZE TUITION PAYMENTS TO NORTHEASTERN ILLINOIS UNIVERSITY FOR A PROGRAM FOR EARLY CHILDHOOD TEACHERS TO OBTAIN BILINGUAL AND ESL ENDORSEMENTS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify and authorize tuition payments to Northeastern Illinois University (University) for a program for early childhood and elementary certificated teachers to obtain their bilingual and ESL endorsements at a cost not to exceed \$205,416.00. Northeastern Illinois University was selected on a competitive basis pursuant to Board Rule 7.2 and approved by CPOR #11-0315-CPOR-1425 and based on their unique program design that was tailored to allow teachers obtain the endorsement at an accelerated pace in a low cost cohort program. No written agreement is required for tuition payments. Information pertinent to this program is stated below

UNIVERSITY: Northeastern Illinois University
5500 N. St. Louis
Chicago, IL 60625
Dr. Joaquin Villegas
773-442-5381
Vendor #29483

USER: Office of Language and Cultural Education
125 S. Clark St., 9th Floor
Chicago, IL 60603
Antonio Acevedo
773-553-1945

PAYMENT PERIOD: Tuition payments are authorized for university courses scheduled from January 28, 2011 through December 19, 2011.

PROGRAM DESCRIPTION: Participants in the program will take the following courses: Foundations of Bilingual Education; Ethnic Diversity in Our Schools, a Cross-Cultural/Linguistic Survey; Teaching in Cultural and Language Diverse Classrooms; Materials, Methods and Techniques for Teaching Limited English Proficiency Students; Theories for Teaching English as a Second Language; Assessment Tools for Bilingual Students; Principles of Linguistics for Teachers; and Techniques of Teaching English as a Second Language

PARTICIPANTS: The participants in the program are Chicago Public School teachers who hold an 04 Early Childhood certificate or an 03 Elementary certificate.

OUTCOMES: This program will result in teachers obtaining their Bilingual and ESL endorsements in order to provide bilingual education services to English Language Learners (ELLs).

COMPENSATION: Tuition payments to University during the payment period shall not exceed \$205,416

AUTHORIZATION: The Chief Officer of the Office of Language and Cultural Education is authorized to direct payments to be made to the University as necessary.

AFFIRMATIVE ACTION: Pursuant to Section 5.2.3 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, tuition payments to other educational institutions are exempt from MBE/WBE review.

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

FINANCIAL: Charge to: Office of Language and Cultural Education: \$205,416
\$154,062 Fiscal Year 2011
\$ 51,354 Fiscal Year 2012
Budget Classification: 11540-331-54305-221059-430100-2011
11540-356-54305-180007-490922-2012

Source of Funds: ARRA - #331 for FY2011; Title III - #356 for FY2012

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-AR1

FINAL

AUTHORIZE SETTLEMENT OF CLAIM BY ENVIRONMENTAL DESIGN INTERNATIONAL, INC.

THE GENERAL COUNSEL RECOMMENDS THE FOLLOWING:

Authorize a settlement and release between the Board and Environmental Design International, Inc (“EDI”) regarding EDI’s claim for payment on invoices for environmental asbestos-related inspectional services rendered in the years 2005 through 2007 at various school facilities.

Information pertinent to this settlement agreement is as follows:

ENTITIES: Environmental Design International, Inc.
c/o Deborah Sawyer, President & CEO
33 West Monroe, Suite 1825
Chicago, Illinois 60603
General services contractor for asbestos inspections.
Contracts: BR 01-0822-PR5 and 05-0727-PR17

HISTORY: In 2005 through 2007, EDI provided inspectional reporting services for mandated State of Illinois Asbestos reporting requirements for various school facilities as requested by the Board. In 2010, EDI submitted a claim to the Board for unpaid invoices for services totaling in excess of \$300,000.00.

DESCRIPTION OF SETTLEMENT: The Board claims that certain services were not authorized or ordered. EDI claims services were provided as set out in their contract and were not terminated until after a substantial portion of the work was underway or completed. CPS has negotiated a tentative final settlement in the amount of \$96,295.00 for full extinguishment of these claims. This settlement terminates all past, present, and future claims for payment related to any and all services rendered by EDI.

AUTHORIZATION: Authorize the General Counsel to negotiate and execute a settlement agreement as to legal form between the Board and EDI.

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge \$300,000.00 to Law Department
Budget Classification Fiscal Year 2011.....12150-436-56310-253543-000000

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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

11-0427-OP1

APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHICAGO RELATING TO CONTINUED PARTICIPATION WITH THE CITY OF CHICAGO IN A 5-YEAR SCHOOL BUILDING ACCESSIBILITY RENOVATION PROGRAM, INCLUDING NEGOTIATING, EXECUTING AND DELIVERING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHICAGO

THE CHIEF EXECUTIVE OFFICER REPORT THE FOLLOWING DECISION:

Approve entering into an Intergovernmental Agreement with the City of Chicago in a 5-year School Building Accessibility Renovation Program. A written agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

AGENCY: City of Chicago
121 North LaSalle Street
Room 600
Chicago, Illinois 60602
Michael Gaynor
(312) 744-8973

USER: Department of Housing and Economic Development
121 North LaSalle Street
Room 1006
Chicago, Illinois 60602
(312) 742-0629

DESCRIPTION: The Board of Education of the City of Chicago (the "Board") has the responsibility to ensure access to the programs of the Chicago Public Schools within the meaning of the Americans with Disabilities Act (the "ADA") and Section 504 of the Rehabilitation Act of 1974, 29 U.S.C. 794 ("Section 504"), and in accordance with Board Policies 501.1 and 501.3.

Those laws and Board policies require the Board to ensure that all programs, services and activities of the Board are accessible when viewed in their entirety, including requiring the renovation of existing school buildings to be accessible within the meaning of the ADA where necessary.

As part of its responsibilities under the ADA and Section 504, the Board has constructed new accessible buildings, has renovated many of its existing buildings, and will continue to renovate additional existing buildings for improved accessibility.

The Board and the City of Chicago (the "City") are committed to providing access to public schools for students, parents, employees and community members with disabilities.

In 2008, the Board and the City embarked on a joint five-year program to rehabilitate public schools to increase accessibility (the "Program").

For the first year of the Program ("Year One of the Program"), on April 9, 2008, the City Council of the City (the "City Council") approved an Ordinance (the "2008 Ordinance"), a copy of which ordinance is on file with the Secretary of the Board, in which the City Council directed the City to use a portion of tax increment financing monies to fund 15 school rehabilitations.

Also for Year One of the Program, pursuant to the 2008 Ordinance, the City and the Board entered into an Intergovernmental Agreement (the "2009 Intergovernmental Agreement") specifying 27 schools to be rehabilitated for improved accessibility, including the 15 rehabilitation projects specified in the 2008 Ordinance that would receive a specified portion of tax increment financing and 12 schools to be rehabilitated using Board funds.

For the second, third, fourth, and fifth years of the Program ("Years Two Through Five of the Program"), the Board and the City agreed to together dedicate not less than \$25,000,000, each year, subject, on the City's part, to due authorization and the appropriation of funds.

To continue in Years Two through Five of the Program, on April 13, 2011 the City Council approved an Ordinance (the "2011 Ordinance"), April 13, 2011 a copy of which Ordinance is on file with the Secretary of the Board, in which the City Council has determined that it is necessary and in the best interests of the City that the City agree to use a portion of tax increment financing monies to fund 11 school rehabilitations

To continue in Years Two Through Five of the Program, pursuant to the 2011 Ordinance, approximately 60 schools have been or shall be rehabilitated for improved accessibility, including the 11 rehabilitation projects specified in the 2011 Ordinance that are the subject of the Intergovernmental Agreement hereto attached (the "2011 Intergovernmental Agreement"), and which will receive a specified portion of tax increment financing, and approximately 49 schools which have been or will be rehabilitated using Board funds

By the 2011 Ordinance, the City Council has determined that the costs of rehabilitating the schools, as described in the 2011 Intergovernmental Agreement, constitute "capital costs of a taxing district" within the meaning and purposes of the Illinois Tax Increment Allocation Redevelopment Act, as amended (the "Act"), and that such costs are consistent with the City's program for accomplishing the objectives of certain applicable redevelopment plans for certain Redevelopment Project Areas

The amount of City funds that will be used for rehabilitation of the 11 schools listed in the Ordinance is estimated to be approximately \$17,911,250, and at least one more school rehabilitation project to receive City funds shall be named in a subsequent ordinance and intergovernmental agreement, to fulfill the City's commitment to the Program.

TERM: The term of this agreement shall commence the date the agreement is signed and shall end on the date upon which the applicable Redevelopment Project Area is no longer in effect

RESPONSIBILITIES OF PARTIES: The City agrees to use a portion of available Increment under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") in the amount set forth in the applicable portion of Exhibit A hereto (the "City Funds"), not to exceed \$17,911,250 in the aggregate, to pay for or reimburse the Board for the costs of each Project, to the extent that such costs constitute TIF-Funded Improvements (as defined in Article Three, Section 3 of the IGA, pursuant to the terms and conditions hereof; and The Board covenants to the City that it shall complete the Projects, provided, however, the Board shall not be considered in breach of or in default of its obligation to complete the Projects in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Board which in fact interferes with the ability of the Board to discharge its obligation to complete the Projects. With respect to any such delay the Board shall, upon the occurrence of the event causing such delay, immediately give written notice to the City. The Board may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

The Board will commit a total of \$5,700,000 to several of the projects listed in the ordinance, in addition to the amounts being funded by the City. Such Board funding will be proposed in a separate Board Report. Such funding will be contingent upon Board authorization of an overall 2012 Capital Improvement Program budget and will be deducted from the Board's annual dedicated ADA portion of that 2012 Capital Improvement Program budget.

CONTRIBUTION: See above.

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 Board President to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: Exempt

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

FINANCIAL: Charge to Department of Housing and Economic Development - \$0 Fiscal Year 2011
Budget Classification: N/A
Source of Funds: N/A

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-OP2

APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE PUBLIC BUILDING COMMISSION OF CHICAGO FOR THE DESIGN AND INSTALLATION OF A NEW ENHANCED SECURITY CAMERA PROJECT FOR THE BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Approve entering into an intergovernmental agreement with the Public Building Commission of Chicago to undertake the design and installation of a new enhanced camera system for CPS schools. A written intergovernmental agreement is currently being negotiated. No services shall be provided and no payment shall be made prior to the execution of the intergovernmental agreement. The authority granted herein shall automatically rescind in the event an intergovernmental agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this intergovernmental agreement is stated below.

PARTIES: Public Building Commission of Chicago
Richard J. Daley Center
50 West Washington Street
Room 200
Chicago, IL 60602
Attn: Executive Director
Phone: 312-744-3090

Board of Education
125 South Clark Street – 15th Floor
Chicago, IL 60603
Contract: Director of Safety and Security
Phone: 773-553-3044

BASIC TERMS OF IGA: The parties will enter into an intergovernmental agreement for the Public Building Commission to undertake the design and installation of a new enhanced camera system for CPS schools. The individual schools will be identified by the Director of Safety and Security recommended for approved by the Board. Any camera work to be performed per the intergovernmental agreement would be submitted to the Board as project designations. Camera installations will only be implemented at CPS owned facilities. The intergovernmental agreement is for a term of five (5) years from the date of execution of the agreement, with the Board having the option to extend the intergovernmental agreement for one (1) additional twelve month period.

PROGRAM: The PBC will perform and manage the installation of security cameras at schools selected and approved by the Director of Safety and Security and the Board.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions including any indemnities to be provide to the Public Building Commission, in the intergovernmental agreement, including, but not limited to, the Project Labor Agreement to which the Board is subject. Authorize the President and Secretary to execute the intergovernmental agreement. Authorize the Director of Safety and Security to execute any and all ancillary documents required to administer or effectuate the agreement.

AFFIRMATIVE ACTION: Not Applicable.

LSC REVIEW: Local School Council approval is not applicable.

FINANCIAL: Charge to: N/A
Budget Classification: N/A
Source of Funds: Capital Funding

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR1

AMEND BOARD REPORT 10-0728-PR1

APPROVE ENTERING INTO AN AGREEMENT WITH CDW GOVERNMENT, INC. (CDW-G) FOR THE PURCHASE OF SOFTWARE RESALE AND SUPPORT SERVICES AND PRODUCTS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with CDW Government, Inc. for Software Resale, Support Services and Goods for CPS schools, charter schools, area instructional offices, and departments at a cost not to exceed \$8,000,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This April 2011 amendment is necessary to: i) add America Recovery and Reinvestment Act (ARRA) funding that supports various District learning activities; the funding became available after the original Board Report was approved; and ii) correct the number of renewal options. No amendment to the agreement is required.

Specification Number : 10-250019
Contract Administrator : Ethan Sinnema / 773-553-3295

VENDOR:

- 1) Vendor # 63673
CDW GOVERNMENT, INC.
230 N.MILWAUKEE AVENUE
VERNON HILLS, IL 60061
Valerie Tyler
800-808-4239

USER:

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

Contact : Ethan Sinnema
Phone: 773-553-3295

TERM:

The term of this agreement shall commence on August 1, 2010 and shall end July 31, 2011. This agreement shall have ~~one (1)~~ two (2) options to renew for a period of one (1) year each.

EARLY TERMINATION RIGHT:

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

DESCRIPTION OF PURCHASE:

Vendor will source all Microsoft software titles and all Commercial Off-the-Shelf (COTS) software titles that are ready-made and available for sale, lease, or license to the general public. Vendor will function as the Enterprise Software Reseller of Record for Board software agreements. Vendor will also provide the following services: software order fulfillment services; automated on-line order fulfillment and license

inventory management services; general maintenance and support services; implementation, configuration and support services; and recommendations on enterprise licensing strategies, software titles, and negotiation strategies with enterprise software licensing providers.

OUTCOMES:

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

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$8,000,000.00.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Business Enterprise Contract Participation (M/WBE Program) for goods and services. The M/WBE goals for the contract are 25% total MBE and 5% total WBE.

The vendor has identified and scheduled the following firms and percentages:

Total MBE% - 25%
KBS Computer Services
418 Highland Road
Matteson, IL 60443

SmarTECH.net
1727 S. Indiana Avenue, Suite G02B
Chicago, IL 60616

Total WBE 5%
Douglas Stewart
2402 Advance Road
Madison, WI 53718

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to various schools and departments
Fiscal Years: 2011-2012
Budget Classification: 53306 -Software
56105- Services/Repair Contracts
54105- Contractual Services
Various funds, including 331-Federal Title I - 2009 Stimulus (ARRA)

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR2

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. Price School – Emergency Heating Repairs. A power outage occurred at Price School on Sunday 12/12/10 at 12:30 pm. The power outage caused the school's boilers and hot water circulating pumps to shut down. Although the power was restored the same day at approximately 3:00 pm, the engineer did not arrive at the school until the following morning at 6:00 am. In the meantime, due to the extreme cold, numerous univent coils and associated piping throughout the building froze, causing pipes to burst and coils to split. This rendered the building uninhabitable until the damage could be repaired, so an emergency was initiated to Scheck Mechanical by Facilities with approval of Procurement.

Amount: \$54,815.12
 Vendor No.: 63604
 Scheck Mechanical Corp.
 500 E Plainfield Rd Countryside IL 60525
 Requisition No.: 6214433
 Purchase Order No.: 2094346
 Budget Classification: 11880.230.56105.254034.000000.2011
 Source of Funds: O & M Region 4

2. Tilden High School – Emergency Heating Repairs. A partial power outage occurred at Tilden High School on 2/11/11 during the overnight hours. The partial power outage caused four of the building's air handling units to operate under increased amperage, which in turn burned out the motors so that they could no longer operate. The air handling units supply heat to the south half of the building. Under normal circumstances repairing the motors could have taken several weeks, but due to the extreme cold, an emergency was initiated to Scheck Mechanical by Facilities with approval of Procurement to get the motors rebuilt quickly.

Amount: \$44,222.50
 Vendor No.: 63604
 Scheck Mechanical Corp.
 500 E Plainfield Rd Countryside IL 60525
 Requisition No.: 6214410
 Purchase Order No.: 2094343
 Budget Classification: 11880.230.56105.254034.000000.2011
 Source of Funds: O & M Region 4

11-0427-PR3

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. Snow Removal, Maintenance, and Equipment Repairs. Due to the blizzard of February 2011, snow removal services were required on an emergency basis. Emergencies were initiated by Facilities with approval of Procurement. Facilities has applied for reimbursement of these costs by the Federal Emergency Management Agency ("FEMA").

Vendors: Multiple Vendors (see chart below)
 Total Amount: \$1,171,292.00
 Budget Classification: 11880.115.54105.254002.499501
 Source of Funds: Citywide Contractual Services (FEMA)

Payment Amount	Vendor Name	Vendor Number	Vendor Address	Req. Number	PO
\$18,582.00	Pierport	20853	1900 N. Austin Ave. Chicago, IL 60639	6227620	2106217
\$58,700.00	Galaxy Environmental	20242	4242 N. Cicero Ave. Chicago, IL 60641	6227630	2106195
\$160,820.00	Accurate	68849	4440 N. Kostner Ave. Chicago, IL 60630	6227712	2106168
\$216,465.00	Chicago Xteriors	97732	3610 N. Cicero, Chicago, IL 60641	6227719	2106184
\$46,282.00	Tim's Snow Plowing	34664	2161 W. Warner Ave. Chicago, IL 60618	6227723	2106224
\$45,765.00	Northwest Snowplowing	26052	7030 W. Newport, Chicago, IL 60634	6227727	2106209
\$110,824.00	W & W	25418	512 E. Sibley Blvd. Harvey, IL 60426	6227733	2106228
\$60,254.00	Staalsen	62716	4639 W. Armitage Ave. Chicago, IL 60639	6227736	2106218

Payment Amount	Vendor Name	Vendor Number	Vendor Address	Req. Number	PO
\$19,350.00	Roger Strickland	34440	1832 York St. Blue Island, IL 60406	6227740	2106220
\$1,700.00	Dyna-Craft	23896	10762 S. Prospect, Chicago, IL 60643	6227756	2105815
\$14,830.00	Icon Building Solutions, Inc.	97881	4730 N. Albany Ave. Chicago, IL 60625	6226924	2106197
\$9,000.00	O'Wallace Landscaping	37861	9327 S. Loomis, Chicago, IL 60620-3614	6227765	2106212
\$74,221.00	RiteWay Higgins	24000	1030 E. 87Th St. Chicago, IL 60619	6239295	2118483
\$38,000.00	NAS Electronics, Inc.	96148	11059 S. Homewood, Chicago, IL 60643	6230484	2109115
\$18,000.00	Allure Management	96110	P.O. Box 20626, Chicago, IL 60620	6227773	2106176
\$1,125.00	The Works Auto Spa	44593	P.O. Box 278426, Riverdale, IL 60827	6227774	2105834
\$5,353.00	Smitty's Landscaping	33459	2584 W. 147Th St. Posen, IL 60469	6227776	2105866
\$3,300.00	VIP	94485	21141 Governors Hwy. Ste 114-A, Matteson, IL 60443	6227778	2106225
\$1,850.00	Heritage Paving	30385	5527 S. Fairfield, Chicago, IL 60629	6227820	2105885
\$30,900.00	G&K Thompson	998662	1961 Bernice Rd. Lansing, IL 60438	6227815	2106194
\$8,500.00	Jem Corp	90655	7221 W. 95Th St. Ste 1A, Summit, IL 60501	6228871	2107270
\$1,000.00	Ralph Neri	27010	10016 S. Avenue L., Chicago, IL 60617	6227819	2105886
\$1,800.00	McVan Development	67942	2126W. VanBuren St. Chicago, IL 60612	6227816	2105887
\$24,165.00	M.P. Station	63282	6716 W. Imlay St., Chicago, IL 60631	6227812	2106202
\$98,191.00	B&R Services	34667	5717 S. Sayre Ave. Chicago, IL 60638	6227809	2106181
\$24,830.00	Peoples Landscaping	37861	9327 S. Loomis, Chicago, IL 60620-3814	6227806	2106214
\$46,050.00	Elite	52981	P.O. Box 55., Matteson, IL 60443	6227792	2106189
\$3,525.00	Giangreco & Son	82203	4N145 7Th Ave. Addison, IL 60101	6227789	2105869
\$13,260.00	New Castle	22445	1800 N. 78Th Ave. Elmwood Park, IL 60707	6227786	2106206
\$3,350.00	Yanez	30119	7331 N. Oleander, Chicago, IL 60631	6227782	2105870
\$11,300.00	D&M Property	23669	14538 S. Western., Posen, IL 60469	6227781	2106187
\$1,171,292.00	TOTAL				

11-0427-PR4

**AMEND BOARD REPORT 09-0923-PR6
APPROVE ENTERING INTO AN AGREEMENT WITH URS CORPORATION FOR PROGRAM
MANAGEMENT SERVICES FOR THE CAPITAL IMPROVEMENT PROGRAM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with URS Corporation to provide program management services for the Capital Improvement Program at a cost not to exceed \$4,040,389 per year for the three year term. Consultant was selected on a competitive basis pursuant to duly advertised Request for Proposal (Specification No. 09-250044). A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This April 2011 amendment is necessary to (i) update the vendors' address and telephone number, (ii) update the vendors' affirmative action status, (iii) revise the financial section to reflect the funding lines and compensation amount for each year of the contract. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number : 09-250044
Contract Administrator : Patricia Hernandez / 773-553-2256

VENDOR:

Vendor # 20307

- 1) **URS CORPORATION**
100 SOUTH WACKER DRIVE, STE 500
CHICAGO, IL 60606 Daniel Youngman
312-939-1000/312-596-6760

VENDOR:

Vendor # 20307

- 1) **URS CORPORATION**
122 S. MICHIGAN AVE., STE 1920
CHICAGO, IL 60603-0000 Daniel Youngman
312-939-1000/312-939-0162

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Patricia L. Taylor
Phone: 773-553-2900

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end 36 months thereafter. This agreement shall have two options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

The Program Manager ("PM") will coordinate with Chicago Public Schools' senior management staff and develop a long term Capital Improvement Plan (5 year plan) which will ensure that all facilities meet or exceed occupant health, safety, and welfare standards; reduce overcrowding, elevate the level of school facilities to meet or exceed the modern education standards; promote environmental sustainability; ensure cost effectiveness and meet the educational and financial requirements of the Board; and promote standardization of systems and procedures.

DELIVERABLES:

The PM will provide strategic planning services including, but not limited to, coordination of the design and construction manager, program control development and maintenance and general facilities department support.

OUTCOMES:

Consultant's services will result in the Capital Improvement Program operating in an efficient manner in the best interest of the Board.

COMPENSATION:

Consultant shall be paid as follows: in accordance with the rates set forth in the contract, not to exceed the sum of \$4,040,389 per year for the three year term.

REIMBURSABLE EXPENSES:

Reimbursable expenses are limited to car mileage associated with Board business. Reimbursable expenses for car mileage shall be in accordance with the Board's Policy on Reimbursement for Work-Related Expenses adopted on July 22, 2009 (authorized by Board Report 09-0722-PO1).

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

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

Total MBE: ~~40%~~ 50%
McKissack and McKissack Midwest, Inc.
205 N. Michigan Suite 1930
Chicago, IL 60601
Contact: Deryl McKissack

Greatway Consulting, Inc.
8 South Michigan Avenue, Suite 1310
Chicago, IL 60603
Contact: Wes Cheng

Rodriguez and Associates, Inc.
150 N. Michigan Ave., Suite 1120
Chicago, IL 60601
Contact: Osvaldo Rodriguez

Maniv, Inc.
2041 W. Division
Chicago, IL 60622
Contact: Dawit M. Hadgu

Total WBE: 5%
Cotter Consulting, Inc.
100 S. Wacker Drive, Suite 920
Chicago, IL 60606
Contact: Anne Edwards-Cotter

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

FINANCIAL:

Charge to Department of Facilities- \$4,040,389 per year for a three year term
12150-482-56310-252503-610000-2011-\$4,040,389
12150-xxx-56310-252503-000000-2012-\$4,040,389

12150-499-54105-009522-000000-2010 \$4,040,389.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR5

AMEND BOARD REPORT 09-1123-PR5
AMEND BOARD REPORT 09-0923-PR4

APPROVE ENTERING INTO AN AGREEMENT WITH THE GORDIAN GROUP 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 entering into an agreement with the Gordian Group ("Gordian" or Vendor") to license use of its proprietary Job Ordering Contract system and to provide consulting and project management services for the Board's Job Order Contract (JOC) Program at a cost not to exceed to \$2,250,000. Vendor was selected on a non-competitive basis as it is the only vendor providing the job ordering system. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of 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 amended Board Report. Information pertinent to this agreement is stated below

This amendment is necessary to correct the term of the agreement.

This April 2011 amendment is necessary to revise the scope of services to include two additional catalogs: the Survey Task Order Catalog and the Geotechnical Services Task Order Catalog. These additional catalogs will be provided to the Board at no additional cost. A written amendment to the agreement is required. The authority granted here shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this amended Board Report.

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:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Patricia L. Taylor
Phone: 773-553-2900

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall run for a period of two years. The Board shall have 2 options to renew the agreement for a period of 1 year each

EARLY TERMINATION RIGHT:

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

LICENSE: Vendor shall license, to the Board, its PROGEN software.

SCOPE OF SERVICES:

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 Construction Task Catalog, Survey Task Order Catalog and Geotechnical Services Task Order Catalog including:
 - a. Resolve Construction Task Catalog, Survey Task Order Catalog and Geotechnical Services Task Order Catalog issues
 - b. Manage revisions to the Construction Task Catalog, Survey Task Order Catalog and Geotechnical Services Task Order Catalog
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 Construction Task Catalogs, Survey Task Order Catalog and Geotechnical Services Task Order Catalog.
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 Support

1. Provide software 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 none, one, some or all 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:

The Vendor will provide the 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 Construction Task Catalog, Survey Task Order Catalog and Geotechnical Services Task Order Catalog including:
 - i) Maintain the integrity of the CSI numbering system.
 - ii) Improve task descriptions.
 - iii) Develop new tasks for recurring non-price tasks.
 - iv) Develop new tasks based on anticipated work that is to be performed
 - vii) Publish Construction Task Catalogs, Survey Task Order Catalog and Geotechnical Services Task Order Catalog 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.
 - 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 as specified in the agreement upon submission and verification of invoices; total not to exceed \$2,250,000 inclusive of any reimbursable project management services expenses.

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 maximum compensation amount.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this 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: Capital funds various JOC projects

Budget Classification: Services Fee will be included in the total project budget for each JOC project executed

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR6

AMEND BOARD REPORT 10-1027-PR4
AMEND BOARD REPORT 10-0526-PR1
AMEND BOARD REPORT 09-1123-PR3
AMEND BOARD REPORT 09-0422-PR11

APPROVE ENTERING INTO AN AGREEMENT WITH FRANK COONEY AND LOWERY MCDONNELL COMPANY FOR THE PURCHASE OF OFFICE, CLASSROOM AND LIBRARY FURNITURE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Frank Cooney Company and Lowery McDonnell Company for the purchase of office, classroom and library furniture for Chicago Public Schools, Department of Facilities at an aggregate cost not to exceed ~~\$15,400,000~~ \$18,749,014.90. Vendors were selected on a competitive basis pursuant to duly advertised bid solicitation (Specification No. 07-250037). Written agreements for this purchase are currently available for signature. No goods may be ordered or received and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This November 2009 amendment is necessary to (i) revise the address for Frank Cooney Company, Inc., (ii) correct the term of the agreements to reflect 28 month terms, (iii) revise the Affirmative Action section and (iv) update the financial section. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event their written amendment is not executed within 90 days of the date of this amended Board Report.

This May 2010 amendment is necessary to increase the aggregate dollar amount of the contracts by \$3,500,000 (\$3,200,000 will include additional furniture orders for new school openings, additions, renovations, turnarounds and grade expansions happening in the fall. The remaining \$300,000 will be

utilized by various school units for replacement of office, classroom and library furniture. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event their written amendment is not executed within 90 days of the date of this amended Board Report.

This October 2010 amendment is necessary to increase the aggregate dollar amount of the contracts by \$1,600,000 for furniture for 2010-2011 MSAC buildings, additions, renovations, as well as various departments and schools citywide. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event their written amendment is not executed within 90 days of the date of this amended Board Report.

This April 2011 amendment is necessary to increase the aggregate dollar amount of the contracts by \$3,649,014.90 for furniture to support the 2011 start of school year only (MSAC buildings, additions, renovations, as well as various departments and schools citywide.) Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event their written amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number : 07-250037
Contract Administrator : Martha Escareno / 773-553-2284

VENDOR:

- 1) Vendor # 22173
FRANK COONEY COMPANY INC
1226 NORTH MICHAEL DRIVE., STE C
WOOD DALE, IL 60191
Kevin P. Cooney
847-640-8800

Order Only-Office/Classroom

- 2) Vendor # 33924
LOWERY MC DONNELL COMPANY
255 MITTEL DRIVE
WOOD DALE, IL 60191
Scott Mills
630-227-1000x237

Order Only-Library

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Patricia L. Taylor
Phone: 773-553-2900

TERM:

The term of each agreement shall be for twenty-eight months and commence on May 1, 2009 and shall end August 31, 2011. The agreements shall have two (2) options to renew for periods of one (1) year each

EARLY TERMINATION RIGHT:

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

DESCRIPTION OF PURCHASE:

Goods: Office/Classroom and Library Furniture including delivery, installation, labor, assembly and cleanup.

Quantity: As needed by the Department of Facilities.

Unit Price: As indicated in the contract.

Total Cost Not to Exceed: ~~\$15,400,000~~ \$18,749,014.90

OUTCOMES:

Vendors' services will result in the management of the ordering, delivery and installation of all furniture to be supplied to schools.

COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in their agreement, based upon the actual items ordered; total not to exceed the sum of ~~\$15,400,000~~ \$18,749,014.90 in the aggregate

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement are: 30% MBE participation and 7% WBE participation.

The Vendors have identified the following:

Library Furniture

Total MBE - 30%

Leeway Contractors, Inc. (AA)
 14806 South Drexel Ave.
 Dolton, Illinois 60419
 Contact: Lee Haggard

Total WBE - 7%

Shorestone Group
 2715 N. Hampden, Suite 101
 Chicago, Illinois 60614
 Contact: Lisa Simonson

Office and Classroom Furniture

Total MBE - 30%

Chicago United Industries (H)
 53 West Jackson, Suite 1450
 Chicago, Illinois 60604
 Contact: George Loera

Total WBE - 7%

Harrison and Company
 970 Oak Lawn Avenue
 Elmhurst, Illinois 60126
 Contact: Mary Grace Harrison

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to -Operations: \$13,200,000
 Charge to Various School Units: ~~\$300,000~~ \$800,000
 xxxxx-4xx-xxxxx-xxxxxx-xxxxxx-xxxx ~~\$1,600,000~~ \$4,649,014.90
Charge to Nutrition Support Services
12050-477-56306-256009-000000-2010 - \$100,000.00

12150-499-54105-254403-000000-2009	\$2,600,000.00
12150-Xxx-54105-254403-000000-2011	\$5,000,000.00
12150-477-54105-253533-000000-2010	\$2,400,000.00
Unit-115-55010-254403-000000-2010	\$300,000.00
12150-499-54105-253533-000000-2010	\$3,200,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR7

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH C AND M JV1 COMPANY, LTD FOR MILK SUPPLY AND DELIVERY SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to extend the agreement with C&M JV1 Company, Ltd. to provide milk supply and delivery to Chicago Public Schools at a cost for the option period not to exceed \$20,071,437. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 09-250053
Contract Administrator : Patricia Hernandez / 773-553-2256

VENDOR:

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

USER:

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

Contact : Louise Esaian
Phone: 773-553-2830

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0826-PR5) in the amount of \$20,163,001.00 is for a term commencing September 1, 2009 and ending June 18, 2010 with the Board having four (4) options to extend for one-year each. The agreement was renewed (authorized by Board Report 10-0428-PR7, amended by Board Reports 10-0922-PR4 and 10-1117-PR2) for a term commencing June 19, 2010 and ending June 18, 2011. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification No. 09-250053).

OPTION PERIOD:

The term of this agreement is being extended for one-year commencing June 19, 2011 and ending June 18, 2012.

OPTION PERIODS REMAINING:

There are 2 option periods for one year each remaining.

SCOPE OF SERVICES:

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

DELIVERABLES:

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

OUTCOMES:

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

COMPENSATION:

Vendor shall be paid during this option period in accordance with the terms and rates set forth in the original agreement; total cost for the option period not to exceed \$21,071,437.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include: 10% MBE and 15% WBE. However, pursuant to section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Office of Business Diversity recommends that a partial waiver of the MBE goal be granted as the vendor has demonstrated reasonable good faith efforts in achieving participation. The MBE waiver is for one year only and it will not extend to any future renewals.

The vendor has identified and scheduled the following firms and percentages:

Total MBE - 1%

Petromex
14702 S. Hamlin
Markham, IL 60426
Contact: Felipe Estrada

Total WBE 15%

C & C Dairy, Inc.
16408 S. Pulaski Rd.
Markham, IL 60453
Contact Person: Christine Stajszczak

McMahon Food Corp.
2110 S. Marshall Blvd
Chicago, IL 60623
Contact Person: Bridget McMahon

Krystal Dairy Services, Inc.
18121 Highwood Ave.
Homewood, IL 60430
Contact: Mary Catherine Hrascinski

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Food Services: \$21,071,437
Source of Funds: Lunchroom Funds

12050-312-53205-256009-000000-2012 \$21,071,437.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR8

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH
CHARTWELLS/THOMPSON FOR FOOD SERVICES MANAGEMENT**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Chartwells/Thompson, a joint venture, to provide food services management to Chicago Public Schools at a cost for the option period not to exceed \$53,203,327. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 10-250012
Contract Administrator : Nanzi Flores / 773-553-2273

CONSULTANT:

- 1) Vendor # 31351
CHARTWELLS/THOMPSON C/O
COMPASS GROUP
700 NORTH SACRAMENTO BLVD., STE
321
CHICAGO, IL 60612
Keith T. Cullian
773-722-4964
914-935-5550

USER:

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

Contact : Louise Esaian
Phone: 773-553-2830

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 10-0428-PR9) in the amount of \$61,712,146 is for a term commencing June 21, 2010 and ending June 20, 2011, with the Board having four options to renew for 1 year terms. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification No. 10-250012).

OPTION PERIOD:

The term of this agreement is being extended for one year commencing June 21, 2011 and ending June 20, 2012.

OPTION PERIODS REMAINING:

There are 3 option periods for one of year remaining.

SCOPE OF SERVICES:

Vendor shall continue to provide management services in approximately 450 schools. The Vendor shall supply all food, except fluid milk, and must meet or exceed the CPS Nutrition Standards and U.S. Department of Agriculture (USDA) requirements, as appropriate, for the Child Nutrition School Lunch and Breakfast Program, Child and Adult Care Food Program, Seamless Summer Feeding Program, snacks in After School Care Programs, Charter Schools, Head Start Programs, catering programs, convenience stores, concession management, a la carte sales, promotions, outside contracted program, rehydration water and any additional feeding program added through the contract period. Sites may be added or deleted at a later date to accommodate the Board.

DELIVERABLES:

During the option period Vendor will continue to supply breakfast, lunch, after-school snacks dinner, and services to Chicago Public Schools as set forth in the agreement.

OUTCOMES:

Vendor's services will continue to result in nutritious and appealing meals that meet federal, state and local regulations and CPS standards.

COMPENSATION:

Vendor shall be paid during this option period as specified in the agreement; total not to exceed the sum of \$53,203,327.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this agreement are; 30% total MBE and 10% total WBE participation.

The Vendor has identified the following:

Total MBE- 30%

Christina Foods, Inc.
1056 West Lake Street
Chicago, IL 60607
Contact: Cesar Dovalina

T&T Food Services, Inc.
2046 West Lake Street
Chicago, IL 60612
Contact: Andrea Chapman

Grandma Maud's
5020 South Lake Shore Drive
Chicago, IL 60615
Contact: Paul Fregia

Hensaal Management Group
1130 South Wabash Avenue
Chicago, IL 60605
Contact: Arnold Hennings

Swagger Foods Corporation
900 Corporate Woods Parkway
Vernon Hills, IL 60061
Contact: Terry Shin

Baja Foods, LLC
636 Root Street
Chicago, IL 60609
Contact: Art Velasquez

Total WBE-10%

Balton Corporation
8008 South Chicago Avenue
Chicago, IL 60617
Contact: Shari Wilson

Coffee, Tea, Me, Inc.
P.O. Box 7016
Villa Park, IL 60181
Contact: Gwen Maybin

Dori Wilson & Associates
200 East Walton Place, Suite 5
Chicago, IL 60611
Contact: Dori Wilson

The Comfort Cake Company
1243 South Wabash Avenue, Suite 201
Chicago, IL 60605
Contact: Amy Hillard

D&D Business, Inc. d/b/a DDI Printing
7830 Quincy Street
Willowbrook, IL 60520
Contact: Darmi Parikh

B&L Distributors, Inc.
7808 College Drive
Palos Heights, IL 60463
Contact: Donna Alm

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Lunchroom Fund: \$53,203,327

12050-312-53205-256009-000000-2012

\$50,935,117.00

12050-312-53205-256212-000000-2012	\$564,075.00
12050-314-53205-256009-000000-2012	\$1,704,135.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR9

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH CONCORD GROUP FOR COST ESTIMATOR SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with Concord Group to provide cost estimator services to Department of Operations at a cost for the option period not to exceed \$945,000. 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.

Specification Number : 07-250028
Contract Administrator : Patricia Hernandez / 773-553-2256

VENDOR:

- 1) Vendor # 46678
CONCORD GROUP, THE
161 NORTH CLARK ST., STE 2050
CHICAGO, IL 60601
Edward P. Stritch
312-424-0250

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Patricia L. Taylor
Phone: 773-553-2900

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 08-0602-PR13) was for a term commencing June 1, 2008 and ending May 31, 2010, with the Board having two options to renew for periods of twelve months each. The agreement was extended (authorized by Board Report 10-0526-PR4) for a term commencing June 1, 2010 and ending May 31, 2011. The original agreement was awarded on a competitive basis pursuant to a duly advertised Request for Qualifications (Specification No.: 07-250028).

OPTION PERIOD:

The term of this agreement is being extended for one year, commencing June 1, 2011 and ending May 31, 2012.

OPTION PERIODS REMAINING:

There are no options remaining.

SCOPE OF SERVICES:

The Consultant will continue to provide estimating services for all work associated with school construction projects, whether by Operations and Maintenance, Capital or Public Building Commission. The work includes estimating costs for demolition, renovation, new construction, utilities, etc., associated with projects at Chicago Public Schools. In addition, Consultant will provide independent review of General Contractors' schedule of values, change order review, support in complex change order negotiations, and attendance at weekly Change Order Meetings, etc. as required by the Board.

DELIVERABLES:

Consultant will continue to provide a quarterly written report of project bid results relative to the cost estimates prepared for Capital Program projects for both bid/build and JOC. In addition, the Consultant will provide updates and maintain cost data in support of the Board's Facility Cost Tracking System (FACTs).

OUTCOMES:

Consultant's services will result in accurate cost data and analysis which will enable the effective and efficient management of the Capital Improvement Program.

COMPENSATION:

Consultant shall be paid during this option period at hourly rates set forth in the agreement; total compensation for the option period not to exceed the sum of \$945,000.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Business Participation. The M/WBE goals for the contract are: 25% total MBE and 5% total WBE. The vendor has identified and scheduled the following firms:

Total MBE: 25%

Spaan Tech, Inc.
311 S. Wacker, Suite 2400
Chicago, IL 60606.

Total WBE: 5%

Jackson Harlan, LLC.
651 W. Washington Blvd. Suite 206
Chicago, IL 60661

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Operations: \$945,000- FY11-12
Funding Source: Capital Funds12150-482-56310-009522-610000-2011

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR10

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

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the award of Capital Improvement Program construction contracts in the total amount of \$17,220,464.75 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 \$(12,120) 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 \$1,678,773.00 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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

Appendix A
April 2011

REG.	SCHOOL	CONTRACTOR	WORK DESCRIPTION	CONTRACT AWARD	AWARD DATE	FISCAL YEAR	PROJECT COMPLETE	CIP BUDGET	FUND	CONTRACT #	PROJECT SCOPE AND NOTES	ANTICIPATED COMPLETE
4	De Dominguez School	Al-Bry Construction	ADA-Renovation	\$ 1,560,000.00	2/28/2011	2011	\$ 1,970,771	\$ 1,900,000	482	2094886	De Dominguez Elementary School ADA and Infrastructure Improvements. Provide ADA parking signage. Provide new exterior doors. Provide door operators at Main entry and Southwest entry. Replace existing gym bleachers with new accessible bleachers. Adjust closers at all existing accessible classroom doors. Replace existing concrete sidewalk and play surface area at Pre-K playlot and provide new play equipment. Replace existing roof system for entire building. Provide adjustments to existing elev guidersels. Remodel student toilet rooms. Provide new unisex toilet room. Provide additional accessible drinking fountains. Provide alterations/additions to existing fire alarm system. Provide exterior accessible signage and upgrades to existing interior accessible signage.	9/1/2011
4	Kanwood Academy	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	JOC	\$ 92,886.96	2/24/2011	2010	\$ 124,840	\$ 125,632	477	2092746	The Scope of Work includes: Complete an exterior ramp as a second means of egress from the pool area.	4/8/2011
				\$ 12,396,521.15								
5	Southside Occupational Academy	K.R. Miller Contractors, Inc.	JOC	\$ 57,839.19	3/1/2011	2011	\$ 75,224	\$ 80,225	482	2096186	Reconfigure 2 classrooms to develop A. In Classroom #309 a "Jewel Lab" with donated check-out equipment and merchandise racks. The scope is limited to additional power (via power pole), wall cabinet removal, marker board removal and new marker board installation, wall patch & paint, floor patch and purchase of mock product. B. In Classroom #308 across the hallway a Break-Room and Stock-Room. Remove 3-compartment sink and grease trap, install hi-low ADA sinks in accessible hallway, and paint room.	1/20/2011
				\$ 57,839.19								
6	N/A			\$.								
			All Work Total	\$ 17,220,464.75								

REG.	SCHOOL	Affirmative Action			
		AA	H	A	WBE
1	Peterson School	15	4	0	16
2	Darwin School	20	4	6	5
3	Grant School	15	15	0	6
3	Tilton School	0	62	0	2
4	Armour School	1	23	8	15
4	Beasley Magnet	16	0	16	10
4	Cardenas School	0	0	0	0
4	De Dominguez School	15	11	0	5
4	Kenwood Academy	0	0	0	16
5	Southside Occupational Academy	10	0	0	19
6	N/A				

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

School	Project Num	Contract Num	Board Reprt	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC	COR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF CON	TIME EXTN
Austin Business and Entrepreneurship	2010-51011-PLS	2007897	10-0526-PR3	3	GC	Mlier	1005	\$2,366	\$512	\$652,000	\$654,878	0.44%	0
Description >> Connect existing dehumidification booster pump to new filtration system. As per RFI #3.													
Reason >> The base scope called to just demolish the booster pump but it needs to stay connected to the new filtration system.													
Justification >> Error/Omission (AOR)													
Austin Business and Entrepreneurship	2010-51011-PLS	2007897	10-0526-PR3	3	GC	Mlier	1006	\$1,781	\$512	\$652,000	\$654,293	0.35%	0
Description >> Modify vent / fill piping detail.													
Reason >> Change recommended by CPS pool consultant.													
Justification >> Discovered or Changed Conditions													
Austin Business and Entrepreneurship	2010-51011-PLS	2007897	10-0526-PR3	3	GC	Mlier	1008	\$1,272	\$512	\$652,000	\$653,784	0.27%	0
Description >> Provide tile color pattern at pool deck.													
Reason >> Base scope called for the pool deck to be all white mosaic tile. Pursuant to discussions with the school a Gray tile pattern is requested to be installed to provide contrast in the pool deck.													
Justification >> Owner Directed													
Austin Business and Entrepreneurship	2010-51011-PLS	2007897	10-0526-PR3	3	GC	Mlier	1018	\$7,000	\$512	\$652,000	\$659,512	1.15%	0
Description >> Demo and rebuild existing masonry column in boy's locker room.													
Reason >> The column is deteriorated and needs to be rebuilt.													
Justification >> Discovered or Changed Conditions													
Austin Business and Entrepreneurship	2010-51011-PLS	2007897	10-0526-PR3	3	GC	Mlier	COR#7	\$454	\$512	\$652,000	\$652,966	0.15%	0
Description >> Provide stainless steel covers over new copper piping for mixing valve connection.													
Reason >> The copper piping is run exposed along the wall in the Boy's locker room. The piping can get hot and be a potential hazard for the students.													
Justification >> Discovered or Changed Conditions													
Beasley Magnet	2007-6660-BLR	1766594	09-0722-PR6	4	GC	Chicago Commercial Contractors, LLC	CR1	(\$374,419)	\$0	\$1,914,109	\$1,539,690	-19.56%	0
Description >> Provide credit for all work and material that has not been completed.													
Reason >> The project has been cancelled and will be incorporated into a future project.													
Justification >> Owner Directed													
Bogan Technical High School	2010-46041-PLS	2007879	10-0922-PR8	5	GC	F H Paschen S N Nielsen & Assoc Inc	11r	\$1,983	\$6,213	\$785,000	\$793,196	1.04%	0
Description >> Controls - girls shower room													
Reason >> Originally the girls showers were controlled individually. However, it is requested that the showers be activated at the remote locations (previous condition).													
Justification >> Owner Directed													
Bogan Technical High School	2010-46041-PLS	2007879	10-0922-PR8	5	GC	F H Paschen S N Nielsen & Assoc Inc	12	\$1,807	\$6,213	\$785,000	\$793,021	1.02%	0
Description >> Change cores and cylinders from Yale to Best													
Reason >> Building Engineer requested Best cores and cylinders (versus approved Yale)													
Justification >> Owner Directed													
Bogan Technical High School	2010-46041-PLS	2007879	10-0922-PR8	5	GC	F H Paschen S N Nielsen & Assoc Inc	13r	\$986	\$6,213	\$785,000	\$792,200	0.92%	0
Description >> Change locksets for Doors B6 and SP4 (from 8809 to 8820) due to locking function.													
Reason >> Original schedule showed 8820 locksets. During submittal review, locksets were changed to 8809 (does not match CPS requirements).													
Justification >> Error/Omission (AOR)													

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

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

APPENDIX B
3/21/2011

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
Bogan Technical High School	2010-46041-PLS	2007879	10-0922-PR8	5	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	14	\$1,720	\$6,213	\$785,000	\$792,934	1.01%	0
Description >> Floor sloping required in the girls locker room Reason >> Additional sloping is necessary to prevent puddling along north wall (at Unisex Bathing Facility) Justification >> Error/Omission in Contract Documents													
Bronzeville Lighthouse	2007-3790-BLR	1678812	09-0225-PR4	4	GC	Chicago Commercial Contractors, LLC	stdb7	\$16,000	\$162,802	\$2,266,940	\$2,445,742	7.89%	0
Description >> 1. Provide 2 position control dampers in gym. 2. insulate piping at AHU-3&4 3. supply boiler relief valves Reason >> Per the commissioning agent the additions to the scope were requested. Justification >> Owner Directed													
Carpenter School	2010-22561-CSP	1918844	10-0526-PR3	2	GC	Miller	14	\$11,869	\$0	\$1,554,900	\$1,566,769	0.76%	0
Description >> Provide a gypsum board soffit in lunch room 1035 to conceal waste and vent piping from the new showers above. Reason >> Areas shown on base bid Architectural drawings did not accommodate all the waste and vent piping shown on the drawings. Associated electrical also needs to be removed and reinstalled. Justification >> Error/Omission (AOR)													
Carpenter School	2010-22561-CSP	1918844	10-0526-PR3	2	GC	Miller	16	\$2,750	\$0	\$1,554,900	\$1,557,650	0.18%	0
Description >> Provide power for the newly installed changing table. Reason >> The electrical drawings did not have any provisions for supplying power to the new changing table Justification >> Error/Omission (AOR)													
Carpenter School	2010-22561-CSP	1918844	10-0526-PR3	2	GC	Miller	17	\$1,446	\$0	\$1,554,900	\$1,556,346	0.09%	0
Description >> Add a roton hinge on the east entrance door and rehang Reason >> The existing door was stuck shut and was adjusted for the newly installed door operator. The top hinge of the door is pulling away causing the door to sag inward thus preventing it from opening. Installing a full roton hinge will alleviate this problem. Justification >> Discovered or Changed Conditions													
Carver Military Academy	2010-46381-PLS	2007911	10-0922-PR8	6	GC	Miller	Henry	(\$28,768)	\$48,954	\$589,000	\$609,186	3.43%	0
Description >> Credit for deleted alternate scope A 4&15 - delete 4' high ornamental fence Reason >> Deletion of alternate scope during permit review Justification >> Permit Review													
Carver Military Academy	2010-46381-PLS	2007911	10-0922-PR8	6	GC	Miller	9	(\$4,671)	\$48,954	\$589,000	\$633,283	7.52%	0
Description >> Provide credit to eliminate pool ramp from work scope Reason >> Credit for pool ramp not purchased / installed Justification >> Discovered or Changed Conditions													
Curtis School	2010-23061-CSP	1959519	10-0728-PR10	6	GC	Chicago Commercial Contractors, LLC	04	\$3,999	\$13,852	\$3,574,577	\$3,592,427	0.50%	0
Description >> Remove existing carpet and mastic at Annex Library Reason >> School request to update Library Justification >> Owner Directed Description >> Install new slab in Main Building bathroom at 1st Floor. Level new slab to ensure ADA compliance Reason >> Upon specified demo/removal of the existing wood floor and sub-floor in the existing room we discovered a void below that needed to be filled-in in order to install the new sub-floor and finish flooring for the new bathroom Justification >> Discovered or Changed Conditions													
Curtis School	2010-23061-CSP	1959519	10-0728-PR10	6	GC	Chicago Commercial Contractors, LLC	05	\$4,882	\$13,852	\$3,574,577	\$3,583,310	0.52%	0
Description >> Remove existing Library shelving. Patch CMU walls following removal. Prime and paint walls to match adjacent classrooms Reason >> School request to improve aesthetics and use of Library. School will install new shelving that better fits the curriculum Justification >> Owner Directed													

94

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

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
Dulles School	2010-26141-ADA	1885074	10-0324-PR4	5	GC	Miller	01	\$7,697	\$0	\$665,700	\$673,397	1.16%	0
Description >> Provide alterations to header and surround at lift door per field conditions. Add steel lintel with plate at lift door header. Install cmu anchors and dowels as required by sketch. Reason >> Existing back-up behind glazed CMU is soaped mortar and not back-up masonry. Cannot widen door as specified for new chair lift without installing proper supports. Justification >> Discovered or Changed Conditions Description >> Remove and replace section of corroded steam piping in basement. Reason >> Existing pipe burst causing leaks in crawl space and in area above on the first floor. Emergency repair needed to prevent damage to finishes. Justification >> Discovered or Changed Conditions													
Dumas School	2010-6890-ADA	1888104	10-0324-PR4	5	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1024	\$991	\$0	\$1,240,000	\$1,240,991	0.08%	0
Description >> Provide security contacts at door 137A. Reason >> The contacts were not called to be salvaged during demolition of the opening and are required to secure the school Justification >> Discovered or Changed Conditions													
Dumas School	2010-6890-ADA	1888104	10-0324-PR4	5	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1025	\$3,015	\$0	\$1,240,000	\$1,243,015	0.24%	0
Description >> Provide soffit in vestibule 137 and a chase in room 110 Reason >> Due to the existing conditions the conduit could not be concealed. Justification >> Error/Omission (AOR)													
Dvorak Academy	2009-6760-MCR	1766627	09-0722-PR6	3	GC	Reliable & Associates Construction Co.	1032	\$17,044	\$215,307	\$2,495,988	\$2,728,339	9.31%	0
Description >> Replace gaskets on all urinals and replace one sink Reason >> The urinals are all leaking because the gaskets are dried out. Justification >> Owner Directed													
Faraday School	2010-24371-ADA	1888609	10-0428-PR8	3	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	8	(\$707)	\$8,172	\$518,000	\$525,465	1.44%	0
Description >> Credit for unused project allowance. Reason >> Credit for unused project allowance. Justification >> Discovered or Changed Conditions													
Farragut Academy	2010-53091-PLS	2007886	10-0922-PR8	4	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1003	\$17,500	\$70,491	\$1,113,000	\$1,200,991	7.91%	0
Description >> 1. Replace scheduled aluminum door frames with stainless steel frames to achieve fire rating 2. Infill transoms with gyp board to achieve rating 3. Additional brick demolition for new door opening 4. add door hardware set 5. add swing clear hinges 6. provide electric strike Reason >> 1. The specified aluminum frames could not attain the needed fire rating 2. The specified door transoms do not meet code 3. The brick is to be demolished to allow use of the full opening 4. 5, 6. needed to comply to ADA. Justification >> Code Change													
Farragut Academy	2010-53091-PLS	2007886	10-0922-PR8	4	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1026	\$12,088	\$70,491	\$1,113,000	\$1,195,579	7.42%	0
Description >> Provide soap dispensers and handhair driers at locker room and shower areas Reason >> All items are needed to comply with either code or program requirements Justification >> Discovered or Changed Conditions													
Hitch School	2010-4010-BLR	1821526	09-1028-PR3		GC	Reliable & Associates Construction Co.	SOW 11	(\$122,782)	(\$11,088)	\$4,148,528	\$4,014,658	-3.23%	0
Description >> Unused allowance funds credited to the project Reason >> Allowance funds remaining Justification >> Other													

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

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
Holmes School	2008-4030-BLR	1687688	10-0124-PR1	5	GC	Reliable & Associates Construction Co.	skdb7	\$13,000	\$149,564	\$2,547,803	\$2,710,367	6.38%	0
Description >> Due to a change in layout of the trash enclosure additional fencing was required Reason >> the garbage trucks could not access the trash enclosure as planned. The layout was revised and required additional fencing. Justification >> Discovered or Changed Conditions													
Hubbard High School	2010-46341-PLS	2007888	10-0922-PR8	5	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	15	\$357	\$39,189	\$788,000	\$827,546	5.02%	0
Description >> Change of locksets from Best to Yale Reason >> APRIL BOARD.Change of locksets from BEST to YALE as requested by Bldg Engineer Justification >> Owner Directed													
Hubbard High School	2010-46341-PLS	2007888	10-0922-PR8	5	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	19	\$13,955	\$39,189	\$788,000	\$841,143	6.74%	0
Description >> Provide new pool heater Reason >> The original heater does not heat the pool. Therefore a replacement heater is required Justification >> Discovered or Changed Conditions													
King High School	2010-46371-ROF	1920501	10-0526-PR3	4	GC	Blinderman Construction Company	1014	\$6,000	\$15,599	\$2,864,000	\$2,885,599	0.75%	0
Description >> Provide credit for roof deck replacement. Provide new wood block nailer and sheet metal coping Reason >> All of the deck replacement was not necessary and is being credited back to the contract. The coping and nailer is required because the roofing detail changed and raised the level of the roof Justification >> Discovered or Changed Conditions													
King High School	2010-46371-ROF	1920501	10-0526-PR3	4	GC	Blinderman Construction Company	STOBB	\$7,398	\$15,599	\$2,864,000	\$2,885,997	0.80%	0
Description >> Investigate and repair non-functioning rooftop equipment. Reason >> During survey of the roof top equipment several units were found not to be operating. A survey and repair of the equipment was conducted on a T&M basis Justification >> Discovered or Changed Conditions													
Lane Tech High School	2010-46221-PLS	2007901	10-0922-PR8	1	GC	Miller	15	\$9,000	\$65,525	\$890,000	\$964,525	8.37%	0
Description >> Labor and material to perform environmental work at the pool lenses on time and material not to exceed Reason >> ACM caulk was discovered under the light lenses. Justification >> Discovered or Changed Conditions													
Lane Tech High School	2010-46221-PLS	2007901	10-0922-PR8	1	GC	Miller	17	\$2,585	\$65,525	\$890,000	\$958,110	7.65%	0
Description >> Change surge tank size from 6'6" to 8'6". Reason >> IDPH requested the change during permit review Justification >> Error/Omission (AOR)													
Lane Tech High School	2010-46221-PLS	2007901	10-0922-PR8	1	GC	Miller	20	\$2,383	\$65,525	\$890,000	\$957,908	7.63%	0
Description >> Provide a new combination motor starter for the supply fan SF-10 and make final connections Reason >> It was discovered that the existing motor starter is faulty and needs to be replaced Justification >> Discovered or Changed Conditions													
Lane Tech High School	2010-46221-PLS	2007901	10-0922-PR8	1	GC	Miller	21	\$2,094	\$65,525	\$890,000	\$957,619	7.60%	0
Description >> Labor and material to bring power to the new panic devices at door openings 100C and 100E Reason >> School requested that the doors have a removal mullion installed. This required the installation of an additional electrical feed to the devices Justification >> Owner Directed													

06

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

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Lane Tech Stadium	2009-8150-UAF	1927765	10-0623-PR6	1	GC	Tyler Lane Construction, Inc.	32	\$22,218	\$0	\$1,978,273	\$2,000,491	1.12%	0
Description >> 50 pair CAT 3 cable from the new NETPOP in the west grandstand to the existing voice interface in the east grandstand, run new 50 pair CAT3 in conduit, wiremold in finished areas.													
Reason >> Telephone lines are required for the wheelchair lift communications.													
Justification >> Owner Directed													
Lincoln Park High School	2010-46321-PLS	2007898	10-0922-PR8	2	GC	Miller	12	\$3,636	\$0	\$848,000	\$851,636	0.43%	0
Description >> Add stainless steel handrails to the wall side of the new pool deck ramp.													
Reason >> Base scope was to install a new ADA ramp to allow access to the pool ramp.													
Justification >> Error/Omission (AOR)													
Lincoln Park High School	2010-46321-PLS	2007898	10-0922-PR8	2	GC	Miller	5	\$7,500	\$0	\$848,000	\$855,500	0.88%	0
Description >> Replace all existing 1 pole circuit breakers serving the existing overhead light fixtures in the pool with GFI circuit breakers to meet NEC code requirements.													
Reason >> The electrical inspector visited the site to inspect our project and informed the construction team that we would not pass inspection without complying with the electrical code around the pool area.													
Justification >> Discovered or Changed Conditions													
Lincoln Park High School	2010-46321-PLS	2007898	10-0922-PR8	2	GC	Miller	6	\$10,048	\$0	\$848,000	\$858,048	1.18%	0
Description >> Delete wood fence per base scope and provide new ornamental fencing along the NW corner of the parking lot. Provide new screening landscape along the new ornamental fence. Remove 2 tree stumps.													
Reason >> The alderman and school were unhappy with the original landscape design. The current landscape design was approved by CPS, the alderman, and the school													
Justification >> Owner Directed													
Lincoln Park High School	2010-46321-PLS	2007898	10-0922-PR8	2	GC	Miller	8	\$13,000	\$0	\$848,000	\$861,000	1.53%	0
Description >> Demo existing plumbing chase wall in boys bathroom, replace existing waste, vent, and water lines, install new SGT wall, install new flush valves and reinstall fixtures.													
Reason >> Replacement of urinal chase wall was not in base scope. Upon removal of the wood cap, it was discovered that all the existing pipe was corroded and not connected the existing risers.													
Justification >> Owner Directed													
Lincoln Park High School	2010-46321-PLS	2007898	10-0922-PR8	2	GC	Miller	9	\$9,644	\$0	\$848,000	\$857,644	1.14%	0
Description >> Repipe existing 4" vent stack and 1-1/2" water line to existing toilet in the boy's locker room. Replace 4 existing floor drains in the locker room and pool along with the associated vent piping.													
Reason >> While the plumber was doing work in the crawl space, it was brought to the construction teams attention that the pipes in the crawl space and chase wall were extremely corroded and needed to be replaced.													
Justification >> Discovered or Changed Conditions													
Marshall High School (See Faraday 4640)	2010-47041-MCR	1888105	10-0324-PR4	3	GC	F.H. Paschen, S.N. Nielsen & Assoc Inc	1001	(\$60,000)	\$60,686	\$6,030,000	\$6,030,686	0.01%	0
Description >> Credit for deleting ADA windows installation in courtyard and revise scope to installing new balances													
Reason >> Following the bid process, it was determined that installation of new ADA windows in the courtyard facades was not required. The base scope called for all other windows on the courtyard to just receive new balances. As such the scope is being revised to delete the ADA windows installation													
Justification >> Owner Directed													
Mather High School	2007-1480-CSP	1726765	09-0624-PR8	1	GC	Tyler Lane Construction Inc	BUL129	\$770	\$1,647,072	\$2,189,127	\$2,836,970	6.06%	0
Description >> Provide sheet metal sleeve at location of new drum louver in Gymnasium 902 to accommodate existing electrical conduit in louver masonry opening													
Reason >> The location for the new louver opening in upper gym wall contained existing conduit that could not be relocated. The new louver was modified to accommodate leaving existing conduit in place													
Justification >> Discovered or Changed Conditions													
Mather High School	2007-1480-CSP	1726765	09-0624-PR8	1	GC	Tyler Lane Construction Inc	BUL130	\$3,658	\$1,647,072	\$2,189,127	\$2,839,858	6.07%	0
Description >> Reinstall school's key FOB entry system device at Building Entrances 1 and 6													
Reason >> FOB system was removed since new doors were included in original scope. Original FOB system was purchased by School and needs to be re-installed													
Justification >> Owner Directed													

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

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Mather High School	2007-1480-CSP	1726765	09-0624-PR8	1	GC	Tyler Lane Construction, Inc.	BUL131	\$21,800	\$1,647,072	\$27,189,127	\$28,857,999	6.14%	0
Description >> Provide conduits from Chemistry Lab Prep Room 218A to MDF Room. Provide new concentrator with cable and connectors.													
Reason >> This work was to be included as part of Bulletin 4, electrical upgrades but needs to be completed over winter break so is being broken out from Bulletin 4 scope.													
Justification >> Owner Directed													
Mather High School	2007-1480-CSP	1726765	09-0624-PR8	1	GC	Tyler Lane Construction, Inc.	BUL134	\$1,466	\$1,647,072	\$27,189,127	\$28,837,665	6.06%	0
Description >> Provide one (1) additional horn/strobe for refrigerant detection system on outside of Chiller Room 228.													
Reason >> Requested by City of Chicago Refrigeration Inspector in field on December 13, 2010.													
Justification >> Permit Review													
Mather High School	2007-1480-CSP	1726765	09-0624-PR8	1	GC	Tyler Lane Construction, Inc.	BUL135	\$2,670	\$1,647,072	\$27,189,127	\$28,838,670	6.07%	0
Description >> Provide additional ceiling tiles and replace tiles at areas that have been damaged by students.													
Reason >> Over time ceiling tiles have been damaged and need to be replaced.													
Justification >> Owner Directed													
Mather High School	2007-1480-CSP	1726765	09-0624-PR8	1	GC	Tyler Lane Construction, Inc.	BUL136	\$5,824	\$1,647,072	\$27,189,127	\$28,842,023	6.08%	0
Description >> Provide four (4) additional wall cabinets with glass doors in Chemistry Lab 218. Provide stainless steel peg boards at sink stations.													
Reason >> CPS standard for Level 1 Chemistry Lab does not indicate overhead cabinets above sinks, but School requires them due to large amount of classroom equipment that needs to be stored.													
Justification >> Owner Directed													
Mather High School	2007-1480-CSP	1726765	09-0624-PR8	1	GC	Tyler Lane Construction, Inc.	BUL137	\$26,195	\$1,647,072	\$27,189,127	\$28,862,394	6.15%	0
Description >> Replace existing lexan glazing at clerestory windows in Rooms 215, 217, 219 and 221 with 1-inch insulated low-E glass.													
Reason >> During installation of window film for Bulletin 18, it was discovered windows at clerestory are lexan and require replacement.													
Justification >> Discovered or Changed Conditions													
Mather High School	2007-1480-CSP	1726765	09-0624-PR8	1	GC	Tyler Lane Construction, Inc.	BUL138	\$2,037	\$1,647,072	\$27,189,127	\$28,838,237	6.07%	0
Description >> Replace existing, non-functioning starter with new starter rated at 3/4 HP, 208V, 3 phase.													
Reason >> Existing starter beyond repair.													
Justification >> Discovered or Changed Conditions													
Mather High School	2007-1480-CSP	1726765	09-0624-PR8	1	GC	Tyler Lane Construction, Inc.	BUL130	\$7,061	\$1,647,072	\$27,189,127	\$28,843,260	6.08%	0
Description >> Provide Library Addition light fixture changes per Bulletin 30.													
Reason >> After in-depth review of LEED requirements, changes were required to fulfil LEED certification.													
Justification >> Owner Directed													
Mather High School	2007-1480-CSP	1726765	09-0624-PR8	1	GC	Tyler Lane Construction, Inc.	BUL149	\$9,911	\$1,647,072	\$27,189,127	\$28,846,110	6.09%	0
Description >> Provide additional post construction cleaning of school prior to students returning.													
Reason >> Per quantity of change order work directed at end of project, building staff could not clean building.													
Justification >> Owner Directed													

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Phillips High School	2010-46261-CSP	1959521	10-0728-PR10	4	GC	Chicago Commercial Contractors, LLC	D4	\$29,497	\$120,701	\$3,191,901	\$3,342,099	4.71%	0
Description >> Infill opening in Room 205 with new GWB. Patch and repair adjacent surfaces as needed for smooth finish. Paint to match existing walls. Reason >> School request to separate rooms for more classrooms. Justification >> Owner Directed Description >> Touch-up and repaint all walls painted by school's volunteers. Include all costs to remove paint splatter on unintended areas. Reason >> School request to clean-up new painting (re-painting walls addressed by volunteers and complete painting of walls not touched for uniform finish. Total of 24 rooms were re-painted-touched up and 16 rooms were painted in-full to match the rooms that were painted). Justification >> Owner Directed Description >> Remove and replace existing door frame and transom at Door 100F. Protect existing walls as much as possible. Reason >> Existing frame is in terrible condition and needs to be removed and replaced (wood frame at corridor leading to pool). Justification >> Discovered or Changed Conditions													
Phillips High School	2010-46261-CSP	1959521	10-0728-PR10	4	GC	Chicago Commercial Contractors, LLC	05	\$12,322	\$120,701	\$3,191,901	\$3,324,925	4.17%	0
Description >> Provide labor and materials necessary to install five (5) new additional signs at the Auditorium Reason >> Requested by MOPD during permit review. Justification >> Code Change (MOPD) Description >> Remove and relocate existing wire mold in Room 104 Reason >> Existing wire mold needs to be relocated in order to install new white board Justification >> Discovered or Changed Conditions Description >> Provide nine (9) additional smoke detectors at the 4-hour separation. Detectors should be tied-in to the new door hold open devices at each doorway on each floor. Reason >> Requested during Bureau of Fire Prevention review of fire alarm shop drawings Justification >> Code Change (Fire) Description >> Upgrade existing Aiphone system at engineer's office to be compatible with new AX system. Run new wiring and conduit to accommodate upgrade Reason >> School request to incorporate additional Aiphone for added security. Justification >> Owner Directed													
Phillips High School	2010-46261-CSP	1959521	10-0728-PR10	4	GC	Chicago Commercial Contractors, LLC	06	\$20,033	\$120,701	\$3,191,901	\$3,332,635	4.41%	0
Description >> Provide revised electrical layout at 4-hour separation Reason >> Specified electrical layout conflicts with location of new 4-hour separation. Need to relocate FA and power Justification >> Error/Omission (AOR)													
Phillips High School	2010-46261-CSP	1959521	10-0728-PR10	4	GC	Chicago Commercial Contractors, LLC	07	\$7,984	\$120,701	\$3,191,901	\$3,320,586	4.03%	0
Description >> Revise electrical layout and scope in Room 318A Reason >> Specified electrical scope and layout will not work with new wall panels, wall partition and ceilings Justification >> Error/Omission (AOR) Description >> Provide additional water and drain connection for new bi-level drinking fountain in corridor Reason >> Drawings call to reuse existing piping for new fountain. However, existing piping cannot accommodate bi-level fountain Justification >> Error/Omission (AOR) Description >> Remove and replace support system for existing electrical lines above existing ceiling at 4-hour separation Reason >> During demo for new 4-hour separation we discovered that the existing electrical supports for the existing electric lines are deteriorated and need to be replaced Justification >> Discovered or Changed Conditions Description >> At area above new door for stair #15 at the first floor, infill with new stud wall and high-impact GWB assembly to match depth of frame. Paint to match adjacent walls Reason >> No infill specified for existing transom that was removed in base scope Justification >> Error/Omission (AOR)													

April Change Order Log
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Pulaski Academy	2010-31211-CSP	1962948	10-0728-PR10	2	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	06	\$9,378	\$108,877	\$1,791,000	\$1,909,255	6.60%	0
Description >> Remove and replace three existing lighting contactors in the Annex Building. Re-feed non-emergency loads to normal circuits Reason >> Existing contactors do not work and need to be replaced in order for EM service to function properly. Upon further investigations, we determined that numerous, non-emergency loads are connected to the EM lighting system. The contactors are preventing these loads from working as well. Need to replace contactors and re-feed non-emergency loads to allow systems to function properly. Justification >> Discovered or Changed Conditions Description >> Provide emergency repairs existing fire alarm control panel. Remove and replace two existing devices that were damaged due to unbalanced loads. Reason >> School request. Existing panel tripped due to existing unbalanced loads in the building. Zones on the panel and two existing devices needed to be repairs and removed and replaced respectively. Justification >> Owner Directed													
Reed School	2010-26151-CSP	1906169	10-0526-PR3	5	GC	Chicago Commercial Contractors, LLC	SOW-CF	(\$106,567)	\$0	\$2,720,690	\$2,614,123	-3.92%	0
Description >> Refund of unused project allowances and accrued credits throughout the project. Reason >> Refund of unused project allowances and accrued credits throughout the project. Justification >> Other													
Reilly School	2010-25101-BLR	1888608	10-0428-PR8	1	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	SOW 1	\$14,000	\$0	\$1,620,000	\$1,634,000	0.86%	0
Description >> Remove and provide new VFD for the AHU. Reason >> The existing VFD has been malfunctioning and should be replaced Justification >> Discovered or Changed Conditions													
Schneider School	2010-25281-ICR	1962950	10-0728-PR10	2	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	8	\$16,262	\$45,102	\$785,008	\$846,372	7.82%	0
Description >> Provide additional cleaning crew to supplement the school's cleaning crew to ensure the school is cleaned for the start of school. Reason >> The school was unable to clean corridors and stair landings because of the excess furniture in the halls. This was alleviated yesterday leaving 2 days for an already depleted staff to clean prior to school start. Justification >> Owner Directed Description >> Provide new gas piping service and dual serrated vandal-resistant gas turrets at each student sink stations in the new Science Lab 208. Revise the height of the shelves in four accessible lockers. Reason >> Original base scope as designed was for gas turrets to only exist at the teacher's station. CPS standards call for gas turrets to be installed at student stations. Locker shelves were manufactured to drawing and submittal heights Justification >> Error/Omission (DM)													
Schurz High School	2006-1530-BLR	1909837	10-0526-PR3	1	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	32R1	\$4,050	\$82,317	\$10,445,000	\$10,531,367	0.83%	0
Description >> Replace existing fan EF-8. Reason >> Existing fan EF-8 was tested and found to be deficient Justification >> Discovered or Changed Conditions													
Schurz High School	2006-1530-BLR	1909837	10-0526-PR3	1	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	35	\$9,283	\$82,317	\$10,445,000	\$10,536,600	0.88%	0
Description >> Door hardware changes to locksets and finishes new door frame and hardware at AHU #4 and additional hardware for 123A1 and 113A1 Reason >> Hardware needed to be coordinated with ADA project Justification >> Owner Directed													
Schurz High School	2010-46281-ADA	1909854	10-0428-PR8	1	GC	Chicago Commercial Contractors, LLC	14	\$7,237	\$306,573	\$3,584,258	\$3,898,068	8.76%	0
Description >> Revise Keyboard Room 422 equipment layout power and switching Reason >> Requested by School for an improved teaching environment Justification >> Owner Directed													

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

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

APPENDIX B
3/21/2011

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
Schurz High School	2010-46281-ADA	1909854	10-0428-PR8	1	GC	Chicago Commercial Contractors, LLC	50R	\$3,710	\$306,573	\$3,584,258	\$3,894,541	8.66%	0
Description >> Clean and paint room 102 and locker room 102													
Reason >> Existing conditions not scoped.													
Justification >> Discovered or Changed Conditions													
Schurz High School	2010-46281-ADA	1909854	10-0428-PR8	1	GC	Chicago Commercial Contractors, LLC	63	\$2,449	\$306,573	\$3,584,258	\$3,893,280	8.62%	0
Description >> Install new curb ramp at the Waveland entrance from the sidewalk to the street including (4) 2x2 detectable warning plates and 5' x 15' of concrete apron.													
Reason >> Existing curb ramp was cracked next to new concrete and did not have the ADA warning plate installed.													
Justification >> Owner Directed													
Schurz High School	2010-46281-ADA	1909854	10-0428-PR8	1	GC	Chicago Commercial Contractors, LLC	68	\$38,337	\$306,573	\$3,584,258	\$3,929,168	9.62%	0
Description >> Labor to remove and replace school furniture from rooms, assisting building engineers for the school opening and assistance in final cleaning.													
Reason >> There was a lack of staff to assist in rooming furniture and final cleaning.													
Justification >> Owner Directed													
Schurz High School	2010-46281-ADA	1909854	10-0428-PR8	1	GC	Chicago Commercial Contractors, LLC	70	\$3,498	\$306,573	\$3,584,258	\$3,894,329	8.65%	0
Description >> Provide (10) new faucets in Science classrooms that were to be reused.													
Reason >> It was discovered that the reused faucets were not functioning properly and needed to be replacement													
Justification >> Discovered or Changed Conditions													
Schurz High School	2010-46281-PLS	2003746	10-0825-PR3	1	GC	All-Bry Construction	689	\$16,302	\$22,717	\$421,000	\$460,019	9.27%	0
Description >> Install new drywall partition to allow the electrical boxes for the (9) light fixtures to be full recessed.													
Reason >> New furred drywall partition would prevent the cutting into of the structural glazed tile													
Justification >> Discovered or Changed Conditions													
Description >> Provide temporary doors to accelerate the job schedule.													
Reason >> Specified doors have a long lead time. In the interest of keeping the work moving, 45 minute fire rated doors will be installed until the specified doors are on site. Temp doors and hardware will be removed.													
Justification >> Discovered or Changed Conditions													
Description >> Repair existing structural steel columns.													
Reason >> Existing structural steel columns (4 ea.) require structural reinforcement due to deteriorated condition													
Justification >> Discovered or Changed Conditions													
Senn High School, Nicholas	2008-1540-AUD	1738469	09-0722-PR6	1	GC	F H Paschen, S N Nielsen & Assoc. Inc	SOW 4C	(\$3,450)	\$181,986	\$3,089,000	\$3,267,536	5.78%	0
Description >> Unused allowance funds credited to the project													
Reason >> Allowance funds remaining													
Justification >> Other													
Senn High School, Nicholas	2007-1540-BLR	1913075	10-0526-PR3	1	GC	Miler	21	\$34,029	\$42,351	\$9,540,000	\$9,616,380	0.80%	0
Description >> HVAC modifications from ADA project interface													
Reason >> This work addresses several HVAC interface issues not shown on this project's documents													
Justification >> Discovered or Changed Conditions													
Senn High School, Nicholas	2007-1540-BLR	1913075	10-0526-PR3	1	GC	Miler	27	\$15,374	\$42,351	\$9,540,000	\$9,597,725	0.61%	0
Description >> Re-routing of boiler combustion air intake ductwork. Return duct smoke detector clarification													
Reason >> This work required due to noise complaints by neighborhood residents													
Justification >> Owner Directed													

101

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

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
Senn High School, Nicholas	2007-1540-BLR	1913075	10-0526-PR3	1	GC	Miller	29	\$18,168	\$42,351	\$9,540,000	\$9,600,519	0.63%	0
Description >> Provide and install a new shaft for AHU-3 to replace existing shaft that was temporarily repaired.													
Reason >> The shaft is in need of replacement.													
Justification >> Discovered or Changed Conditions													
Senn High School, Nicholas	2007-1540-BLR	1913075	10-0526-PR3	1	GC	Miller	32	\$8,634	\$42,351	\$9,540,000	\$9,590,985	0.53%	0
Description >> Furnish and install new motor starter and motor starter overload devices to existing exhaust fans.													
Reason >> Existing equipment was installed without a proper motor starter. New overloads are required to handle the starters rating.													
Justification >> Discovered or Changed Conditions													
Senn High School, Nicholas	2007-1540-BLR	1913075	10-0526-PR3	1	GC	Miller	SOW 4	\$19,043	\$42,351	\$9,540,000	\$9,601,394	0.64%	0
Description >> Rework all the unistrut light supports above the pool ceiling to accommodate new lighting fixtures.													
Reason >> The existing unistrut was out of level 3" and needed to be adjusted for the new drywall ceiling.													
Justification >> Discovered or Changed Conditions													
Description >> Replace (12) light fixtures over the swimming pool.													
Reason >> The existing light fixtures were in poor condition and needed to be replaced.													
Justification >> Discovered or Changed Conditions													
Senn High School, Nicholas	2007-1540-BLR	1913075	10-0526-PR3	1	GC	Miller	Sow 5	\$2,279	\$42,351	\$9,540,000	\$9,584,630	0.47%	0
Description >> Rental for generator for power outage.													
Reason >> Generator was rented for power outage due to ice storm													
Justification >> Owner Directed													
Simeon High School	2010-53061-PLS	2007894	10-0922-PR8	5	GC	Friedler Construction Co	13	\$1,748	\$16,704	\$617,310	\$635,762	2.99%	0
Description >> New electric hand dryer in unisex room													
Reason >> New hand dryer in Unisex 129 did not have electrical connection specified													
Justification >> Error/Omission (AOR)													
Simeon High School	2010-53061-PLS	2007894	10-0922-PR8	5	GC	Friedler Construction Co	5	\$9,697	\$16,704	\$617,310	\$643,711	4.28%	0
Description >> For all new FRP door frames (10) ten door opening locations, provide 316 stainless steel frames in lieu of specified aluminum frames. Provide 316 stainless steel FRP door edge in lieu of aluminum													
Reason >> Aluminum frames were specified - change to stainless steel 316													
Justification >> Error/Omission (DM)													
Spalding Elementary School	2009-5990-MCR	1677002	09-0225-PR4	3	GC	Michuda Construction Inc	1004	(\$839)	\$933,160	\$26,616,121	\$27,548,442	3.50%	0
Description >> Credit for reducing pipe size for chilled water pumps. As per RFI #41.													
Reason >> The existing piping is smaller than shown on contract documents as such new piping can be downsized													
Justification >> Discovered or Changed Conditions													
Spalding Elementary School	2009-5990-MCR	1677002	09-0225-PR4	3	GC	Michuda Construction Inc	10107	\$7,863	\$933,160	\$26,616,121	\$27,557,143	3.54%	0
Description >> Modification to window and flashing at location of new louvered penthouse													
Reason >> The installation detail for the new penthouse for the existing duct needs to be modified in order to allow for proper installation of the new louvered penthouse on the existing duct. It was discovered upon removal of the existing gooseneck duct that the opening below the roof is closer to the window than anticipated													
Justification >> Error/Omission (AOR)													
Spalding Elementary School	2009-5990-MCR	1677002	09-0225-PR4	3	GC	Michuda Construction Inc	10115	\$4,209	\$933,160	\$26,616,121	\$27,553,490	3.52%	0
Description >> additional plumbing work for drain piping serving rooms 109, 209, 178 and corridor B76. As per RFI #246 and RFI #247													
Reason >> the piping is clogged and deteriorated and needs to be replaced in order to make the sinks functional													
Justification >> Discovered or Changed Conditions													

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

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
Spalding Elementary School	2009-5990-MCR	1677002	09-0225-PR4	3	GC	Michuda Construction, Inc.	10126	\$5,714	\$933,160	\$26,616,121	\$27,554,995	3.53%	0
Description >> Rodding of sinks in various classrooms.													
Reason >> Additional rodding work was required to clear existing blockages in the piping													
Justification >> Discovered or Changed Conditions													
Spalding Elementary School	2009-5990-MCR	1677002	09-0225-PR4	3	GC	Michuda Construction, Inc.	1050	\$17,676	\$933,160	\$26,616,121	\$27,566,956	3.57%	0
Description >> Modification to boiler breaching and its routing. Change order includes partial payment for temporary heating.													
Reason >> Modifications to the size and routing need to be made to the breaching for the new boilers due to embedded conduits in the floor slab where the breaching was supposed to go per the base contract documents. Per 3.3.11 meeting, a pricing compromise was reached to include partial compensation for temporary heating due to the breaching work.													
Justification >> Discovered or Changed Conditions													
Spalding Elementary School	2009-5990-MCR	1677002	09-0225-PR4	3	GC	Michuda Construction, Inc.	1055	(\$12,260)	\$933,160	\$26,616,121	\$27,537,021	3.46%	0
Description >> Credit for steel scope revision under new vestibule.													
Reason >> existing field condition do not require the steel supporting structure to be as per the contract documents.													
Justification >> Discovered or Changed Conditions													
Stowe School	2010-25521-KTC	2035218	10-1117-PR4	2	GC	Miller	4	\$5,497	\$0	\$500,018	\$505,515	1.10%	0
Description >> Provide a new door operator at door number 109 (classroom).													
Reason >> A door operator is required because we do not have 12" on the push side for ADA.													
Justification >> Permit Review													
Sullivan High School	2010-46301-CAR	1927760	10-0623-PR6	1	GC	F.H. Paschen, S.N. Nielsen & Assoc Inc	4	(\$20,401)	\$0	\$251,900	\$231,499	-8.10%	0
Description >> Credit for unused project allowance													
Reason >> Credit for unused project allowance													
Justification >> Discovered or Changed Conditions													
TEAM Englewood Comm Academy	2010-46351-PLS	2007893	10-0922-PR8	5	GC	Friedler Construction Co	8	\$2,213	(\$5,000)	\$421,188	\$418,401	-0.66%	0
Description >> Replace existing valve on freshwater line that fits the swimming pool. Repair existing level controller (float sticks for swimming pool)													
Reason >> Existing is in need of replacement - discovered during construction													
Justification >> Discovered or Changed Conditions													
TEAM Englewood Comm Academy	2010-46351-PLS	2007893	10-0922-PR8	5	GC	Friedler Construction Co	9	\$2,807	(\$5,000)	\$421,188	\$418,995	-0.52%	0
Description >> At pump for discharge for pool provide variable frequency drive starter													
Reason >> Water hammers in the discharge pipe when the pump is turned on.													
Justification >> Discovered or Changed Conditions													
Waters School	2009-6370-BLR	1888610	10-0428-PR8	1	GC	F.H. Paschen, S.N. Nielsen & Assoc Inc	6	\$22,000	\$0	\$684,300	\$706,300	3.21%	0
Description >> Provide new return air grille/fire damper/manual balancing damper/filter and new damper actuators for Gymnasium													
Reason >> To improve heating and ventilation in Gymnasium													
Justification >> Discovered or Changed Conditions													
Wildwood School	2009-6470-BLR	1738484	09-0722-PR6	1	GC	F.H. Paschen, S.N. Nielsen & Assoc Inc	SOW 16	(\$24,357)	\$0	\$1,388,600	\$1,364,243	-1.75%	0
Description >> Unused allowance funds credited to the project													
Reason >> Allowance funds remaining													
Justification >> Other													

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

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
Young Magnet High School (Whitney)	2008-1810-BLR	1700236	09-0422-PR10	3	GC	K.R. Miller Construction Company	1025	\$31,906	\$131,089	\$8,037,000	\$8,199,995	2.03%	0
Description >> Provide insulation for new RTU curbs.													
Reason >> The curb detail in the contract documents does not call for the new curbs to be insulated. However, given the differential temperature of the interior face of the curb and the outdoors, there is a concern that condensation may occur and leak inside the building. The curbs should be insulated to mitigate any condensation concerns.													
Justification >> Error/Omission (AOR)													
Young Magnet High School (Whitney)	2008-1810-BLR	1700236	09-0422-PR10	3	GC	K.R. Miller Construction Company	CPS1	\$21,042	\$131,089	\$8,037,000	\$8,189,131	1.89%	0
Description >> Provide 18 new burner control units and replace damaged ones in roof top units.													
Reason >> Burner control units were damaged in the blizzard that occurred during the week of 1/31/11.													
Justification >> Discovered or Changed Conditions													
Total Change Orders:													
								(\$12,120)					

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

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
Amundsen High School	2010-46031-ADA	1893516	10-0428-PR8	1	GC	Miller	36R	\$6,726	\$626,654	\$2,539,000	\$3,172,380	24.95%	0
Description >> Provide additional glazed tile to rebuild two walls at the Girls Toilet 3rd Floor and 2nd floor south													
Reason >> Additional material was needed due to the fact that we could not salvage glazed tile due to lead time of glazed brick.													
Justification >> Discovered or Changed Conditions													
Amundsen High School	2010-46031-ADA	1893516	10-0428-PR8	1	GC	Miller	42R	\$6,351	\$626,654	\$2,539,000	\$3,172,005	24.93%	0
Description >> Labor and material to install new matching SGT at select locations in the toilet rooms.													
Reason >> Repair cracked SGT in toilet rooms due to vandalism per CPS walk thru.													
Justification >> Owner Directed													
Amundsen High School	2010-46031-ADA	1893516	10-0428-PR8	1	GC	Miller	56	\$5,220	\$626,654	\$2,539,000	\$3,170,874	24.89%	0
Description >> Labor and material to provide electrical feed to power activated doors 163A, 154D, and 329B.													
Reason >> Electrical feed to door operators not shown in scope of work.													
Justification >> Error/Omission (AOR)													
Amundsen High School	2010-46031-ADA	1893516	10-0428-PR8	1	GC	Miller	58	\$4,898	\$626,654	\$2,539,000	\$3,170,552	24.87%	0
Description >> Furnish and install a new 3" back flow preventer for the existing irrigation system.													
Reason >> The existing irrigation system did not have a back flow preventer.													
Justification >> Discovered or Changed Conditions													
Carver Military Academy	2010-46381-PLS	2007911	10-0922-PR8	6	GC	Miller	11R	\$10,397	\$48,954	\$589,000	\$648,350	10.08%	0
Description >> Infill pool lights with concrete / tile													
Reason >> Originally lighting was not part of the contract documents. Upon review of the existing pool lights it was determined that it would be more effective to infill them (cracked lenses, missing fixtures, etc.)													
Justification >> Owner Directed													
Carver Military Academy	2010-46381-PLS	2007911	10-0922-PR8	6	GC	Miller	12	\$19,000	\$48,954	\$589,000	\$656,954	11.54%	0
Description >> Removal of apron, new sidewalk installation, removal of depressed curb due to offsite parking lot being abandoned													
Reason >> Revision during permit review - parking lot is no longer being utilized.													
Justification >> Permit Review													
Clements Academy	2010-51091-PLS	2003748	10-0825-PR3	2	GC	All-Bry Construction	10	\$7,500	\$165,780	\$627,000	\$800,280	27.64%	0
Description >> Provide new hydraulic pool lift													
Reason >> There is currently no ADA access into the pool													
Justification >> Owner Directed													
Clements Academy	2010-51091-PLS	2003748	10-0825-PR3	2	GC	All-Bry Construction	11R	\$2,200	\$165,780	\$627,000	\$794,980	26.79%	0
Description >> Provide ground to pool heater and filter pump equipment.													
Reason >> Work to be performed per IDPH inspection comments													
Justification >> Code Change													
Clements Academy	2010-51091-PLS	2003748	10-0825-PR3	2	GC	All-Bry Construction	13	\$14,500	\$165,780	\$627,000	\$807,280	28.75%	0
Description >> Furnish and install new ceramic tile depth markers													
Reason >> Per new CPS standards													
Justification >> Owner Directed													

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

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
Clemente Academy	2010-51091-PLS	2003748	10-0825-PR3	2	GC	All-Bry Construction	RFI 28	\$49,000	\$165,780	\$627,000	\$841,780	34.26%	0
Description >> Demo existing tile and replace tile around new drain.													
Reason >> The drain housings could not be removed from the underside. The pool deck tile and concrete had to be removed in order to remove the drain housings.													
Justification >> Discovered or Changed Conditions													
Curts School	2008-3160-BLR	1833141	09-1123-PR6	6	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	23&24	\$4,805	\$211,914	\$1,981,000	\$2,197,719	10.94%	0
Description >> Remove and replace TEF-2A and TEF-4													
Reason >> During T & B it was discovered that these fans did not work and need to be replaced													
Justification >> Discovered or Changed Conditions													
Curts School	2008-3160-BLR	1833141	09-1123-PR6	6	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	25	\$3,647	\$211,914	\$1,981,000	\$2,196,561	10.88%	0
Description >> Install 2 new return dampers and 2 new outside air dampers													
Reason >> After installing the new AHU's it was discovered that the existing dampers were not accessible and didn't work													
Justification >> Discovered or Changed Conditions													
Curts School	2008-3160-BLR	1833141	09-1123-PR6	6	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	26	\$3,868	\$211,914	\$1,981,000	\$2,196,782	10.89%	0
Description >> Installation of 3 hoods at UV louvers													
Reason >> After installation it was discovered that these UV's had to have a couple louver blades removed to in order for them to have proper airflow to work. Because these blades were removed these hoods need to be installed to protect louvers and help prevent the elements from coming into the building													
Justification >> Discovered or Changed Conditions													
Curts School	2010-23061-CSP	1959519	10-0728-PR10	6	GC	Chicago Commercial Contractors, LLC	01	\$465,980	\$13,852	\$3,574,577	\$4,054,409	13.42%	0
Description >> Complete gut-renovation of existing Auditorium. Scope includes, but is not limited to, removal and replaced of the existing floor slab and installation of new structural steel supports.													
Reason >> The school replaced the existing Auditorium seats under a separate project. The seat replacement triggered ADA compliance for the entire Auditorium (which was not done when the seats were replaced). The entire Auditorium now needs to be brought into ADA compliance.													
Justification >> Permit Review													
Darwin School	2009-2960-BLR	1736477	09-0722-PR6	2	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	COR 22	\$16,000	\$486,758	\$2,317,000	\$2,819,758	21.70%	0
Description >> Issue return of \$16,000 to GC because the entire contract value of \$19,000 was mistakenly credited in the back up for BUL #7 instead of only the classroom portion on T&M for painting of the classroom duct shaft walls @ \$3,000.													
Reason >> Entire contract value of \$19,000 was mistakenly credited in the back up for BUL #7 instead of only the classroom portion on T&M for painting of the classroom duct shaft walls @ \$3,000.													
Justification >> Discovered or Changed Conditions													
Dunbar High School	2010-53021-CAR	1871521	10-0224-PR2	4	GC	Chicago Commercial Contractors, LLC	1007	\$3,816	\$99,085	\$632,050	\$734,951	16.28%	0
Description >> Provide new steel ramp at trash compactor													
Reason >> The compactor elevation is higher than the existing dock requiring a ramp to be able to dump garbage in the compactor													
Justification >> Error/Omission (AOR)													
Ebinger School	2010-3150-MCR	1819335	09-1028-PR3	1	GC	Reliable & Associates Construction Co	1014	\$11,600	\$475,380	\$3,357,162	\$3,844,142	14.51%	0
Description >> Rebuild parapet walls (approx 52 LF) - raise the height of the parapet walls where there is inadequate flashing height to prevent rain water roll-off over the existing low height parapet													
Reason >> Existing height of low parapet walls causes rain water to flow over parapet wall whereby damage will occur to masonry if not flashed properly													
Justification >> Error/Omission (AOR)													

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

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
Ebinger School	2010-3150-MCR	1819335	09-1028-PR3	1	GC	Reliable & Associates Construction Co.	22	\$13,000	\$475,380	\$3,357,162	\$3,845,542	14.55%	0
Description >> Scrape, prime and paint auditorium floor under the seats. Floor area is approx. 1300 sf. Contractor to V.I.F., Color to be selected from full mfg's palette. Reason >> Existing orange floor paint is peeling and in bad condition. Justification >> Owner Directed													
EPIC Academy High School	2010-32071-ADA	1893519	10-0428-PR8	5	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	CD-13	\$183,482	\$0	\$1,174,000	\$1,357,482	15.63%	0
Description >> Provide the demolition, environmental and new work associated with providing dry locker rooms for the 3rd floor gymnasium. Reason >> This cost is to provide dry locker rooms and an ADA locker room for the 3rd floor gymnasium at the direction of CPS. Justification >> Owner Directed													
Farragut Academy	2010-53091-PLS	2007886	10-0922-PR8	4	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1018	\$165,271	\$70,491	\$1,113,000	\$1,348,762	21.18%	0
Description >> demolish structural clay tile and provide new sanitary drains for the girls shower Reason >> The base scope called for installation of new drain heads and traps. Upon demolition it was discovered that the existing piping is in poor condition and will require full demolition of the existing structure to accommodate access. Justification >> Discovered or Changed Conditions													
Farragut Academy	2010-53091-PLS	2007886	10-0922-PR8	4	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1019	\$101,000	\$70,491	\$1,113,000	\$1,284,491	15.41%	0
Description >> Remove and replace pool gutter and associated piping Reason >> The pool gutter system and pool deck drains tie into the same sanitary waste line. This is not allowed by code Justification >> Discovered or Changed Conditions													
Farren School	2009-3300-ADA	1817020	09-1028-PR3	4	GC	Chicago Commercial Contractors, LLC	CR2	(\$17,724)	\$124,776	\$960,012	\$1,067,064	11.15%	0
Description >> Credit for sandblaze work not performed Reason >> The company chosen to perform the work was not signatory with the union. Justification >> Owner Directed													
Gage Park High School	2010-46141-PLS	2007890	10-0922-PR8	5	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	21rr	\$26,524	\$191,365	\$697,000	\$914,889	31.26%	0
Description >> Pool heater and associated environmental work. Reason >> Work stemmed from IDPH comments regarding the heat exchanger design, but scope of work was increased due to pending pool dehumidification project. Justification >> Owner Directed													
Gage Park High School	2010-46141-PLS	2007890	10-0922-PR8	5	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	26	\$1,700	\$191,365	\$697,000	\$890,065	27.70%	0
Description >> Best cores in lieu of Yale. Revise lockset on Door G110C to have panic hardware. Boys toilet 110c keyed cylinder and lever. Reason >> BE requested Best cores. Code requires door G110C to have panic hardware. Justification >> Owner Directed													
Gage Park High School	2010-46141-PLS	2007890	10-0922-PR8	5	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	27rr	\$30,000	\$191,365	\$697,000	\$918,365	31.76%	0
Description >> Remove / replace epoxy flooring in Girls Locker Room 102 Reason >> Damage to the existing epoxy floor in question was not evidenced at the time of preparation of construction documents. Justification >> Discovered or Changed Conditions													

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

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
Gage Park High School	2010-46141-PLS	2007890	10-0922-PR8	5	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	JOR 121	\$3,500	\$191,365	\$697,000	\$891,865	27.96%	0
Description >> Unisex changing room ceilings- Add 2x2 ACT system and plaster ceiling. Provide credit for eliminating painting except for the plaster ceiling and plaster fascia. Reason >> Contract scope did not include required ceiling finishes. Justification >> Error/Omission (AOR)													
Gregory School	2010-23441-ROF-JOC	2009462	10-0922-PR8	3	GC	Miller	JOC15	\$135,943	\$98,831	\$1,428,509	\$1,663,283	16.43%	0
Description >> Abate the walls and ceilings in the 3rd Floor Corridor. Reason >> Additional abatement is needed to complete repairs to water damage caused by roof leaks (leaks are corrected). Justification >> Discovered or Changed Conditions													
Hartan Academy High School	2010-1350-PLS	1919693	10-0526-PR3	6	GC	Miller	02	\$9,579	\$84,651	\$849,000	\$943,240	11.10%	0
Description >> Remove and replace the existing chlorinator. Reason >> Existing chlorinator does not work and needs to be replaced to provide proper chlorination of the pool. Chlorinator worked during assessment and at OTB. Justification >> Owner Directed Description >> Relocate two "G" markers to new locations. Replace "NO RUNNING" marker with "NO DIVING" marker on pool deck. Provide new depth marker "9 FT 10 IN" on pool deck. Top of diving platform to be 30" max from water level. Reason >> Corrections made during IDPH review. Justification >> Permit Review													
Holmes School	2009-4030-ADA	1819334	09-1028-PR3	5	GC	Reliable & Associates Construction Co	1011	\$46,222	\$28,561	\$458,410	\$533,193	16.31%	0
Description >> Replace all sinks, hand driers, and access panels in 9 bathrooms. Reason >> Prior to school opening the site was walked and requested by department of operations. Justification >> Owner Directed													
Hyde Park Academy	2010-46171-PLS	2007895	10-0922-PR8	5	GC	Friedler Construction Co.	2	\$8,939	\$238,887	\$1,000,302	\$1,248,128	24.78%	0
Description >> Replace natatorium ceiling. Prep and paint ceiling tiles over swimming pool in lieu of removal, revision to light fixtures to fit into new ceiling grid. Reason >> Condition of ceiling requires replacement but was not in scope developed by DM Justification >> Error/Omission (DM)													
Hyde Park Academy	2010-46171-PLS	2007895	10-0922-PR8	5	GC	Friedler Construction Co	6	\$13,821	\$238,887	\$1,000,302	\$1,253,010	25.26%	0
Description >> Provide furred out wall at shower head locations. Provide tile backer board and metal studs in lieu of opening up existing CMU wall. Reason >> Existing plumbing chase cannot accommodate new plumbing rough. Justification >> Discovered or Changed Conditions													
Kennedy High School	2010-46201-PLS	2008374	10-0922-PR8	5	GC	F.H. Paschen S.N. Nielsen & Assoc. Inc.	15	\$5,295	\$90,954	\$805,000	\$901,249	11.96%	0
Description >> Remove and replace top 6' of existing chase wall in girls toilet (removal/replacement of the bottom 4' was included with the Construction documents). provide a 4' CMU chase wall along the north side of Unisex 121 Reason >> Provide a new chase wall due to discovered downspout from floor above Justification >> Discovered or Changed Conditions													
Kennedy High School	2010-46201-PLS	2008374	10-0922-PR8	5	GC	F.H. Paschen S.N. Nielsen & Assoc. Inc.	13	\$8,485	\$90,954	\$805,000	\$904,439	12.35%	0
Description >> Additional framing and plaster work required at boys locker room 117 shower 119 boys toilet 120 unisex changing 121 and girls toilet due to changing (18) light fixtures from surface mounted to recessed Reason >> During submittal review process light fixtures were changed from surface mounted to recessed. No change for fixture cost change Justification >> Owner Directed													

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

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
Kennedy High School	2010-46201-PLS	2008374	10-0922-PR8	5	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	19	\$4,400	\$90,954	\$805,000	\$900,355	11.85%	0
Description >> Revise 8802 locksets to 8812 and change out Yale cores and cylinders to Best Reason >> The original scheduled 8812 locksets were revised during the submittal process (in error) to 8802 which is not CPS standard. Also BE prefers Best cores and cylinders, not approved Yale. Justification >> Error/Omission (AOR)													
Kenwood Academy	2010-46361-PLS	2007885	10-0922-PR8	4	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1003	\$5,000	\$217,117	\$477,000	\$699,117	46.57%	0
Description >> Replaced scheduled aluminum door frames with stainless steel frames to achieve fire rating Reason >> The specified aluminum frames could not attain the needed fire rating. Justification >> Code Change (Fire)													
Kenwood Academy	2010-46361-PLS	2007885	10-0922-PR8	4	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1017	\$1,691	\$217,117	\$477,000	\$695,808	45.87%	0
Description >> Install new and relocate lighting contractor. Reason >> The existing contractor is no longer operable. The location is being changed to be more convenient to the school. Justification >> Discovered or Changed Conditions													
Lincoln School	2008-4480-MCR	1693079	09-0325-PR1	2	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	16	\$2,312	\$113,045	\$1,053,000	\$1,168,357	10.96%	0
Description >> Replace existing intake dampers on west elevation with insulated low leakage dampers, fixed louver on exterior side, bird and insect screens, re-use existing damper actuators. At east elevation, replace existing damper on exhaust fan with insulated low leakage damper and re-use existing damper Reason >> Louvers/dampers provided by the greenhouse mfr were the typical standard they provide. Owner requested dampers be replaced with higher performance insulated low leakage dampers to increase the occupant comfort in the greenhouse as the use of the space has become multi-purposed. Justification >> Discovered or Changed Conditions													
Lincoln School	2008-4480-MCR	1693079	09-0325-PR1	2	GC	F.H. Paschen, S.N. Nielsen & Assoc. Inc.	CD #2	\$2,500	\$113,045	\$1,053,000	\$1,168,545	10.97%	0
Description >> Provide additional flashing for rain barrel concrete support and trellis column. Reason >> Stainless steel flashing required at new concrete pad and 2' up the masonry wall. This was not part of the original scope Justification >> Error/Omission (AOR)													
Manierre School	2009-4580-ADA	1862474	10-0127-PR1	2	GC	Tyler Lane Construction Inc.	18	\$4,000	\$218,690	\$568,268	\$790,958	39.19%	0
Description >> Build temporary wood stair for access to stage while structural reinforcement for notch at stage beam is being implemented. Install temporary drywall enclosure at existing wall opening Reason >> New lift stage construction after existing stairs were removed, it was discovered that an existing structural beam was directly below location of new lift. Lift to go in during winter break. Temp stair to be constructed until then. Justification >> Discovered or Changed Conditions													
Manierre School	2009-4580-ADA	1862474	10-0127-PR1	2	GC	Tyler Lane Construction Inc.	23	\$7,396	\$218,690	\$568,268	\$794,354	39.79%	0
Description >> Install cover plates at mortise locks at all new hardware locations to cover silhouette of old hardware locations. At both pairs of doors leading into the Cafeteria, install full width armor plate both sides of each leaf. Install new door and hardware at kitchen corridor. Paint pair of exterior entry doors and refinish interior pairs. Reason >> Existing hardware was replaced with new hardware and does not cover holes from removed hardware. Existing door finish is not covered by new hardware Justification >> Error/Omission (AOR)													
Mollison School	2009-6950-ADA	1833084	09-1123-PR6	4	GC	Chicago Commercial Contractors, LLC	1014	\$3,922	\$134,672	\$863,099	\$1,001,693	16.06%	0
Description >> Replace rolling gate hardware with cantilever gate hardware Reason >> Due to the contour of the pavement the gate does not roll or line up properly to close. The cantilever will allow the gate to close easily and line up properly. This change in design was requested by the building engineer. Justification >> Owner Directed													

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

School	Project Num	Contract Num	Board Reprt	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	CQR #	CO AMOUNT	PREVIOUS APPROVED CHANGES	ORIGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF CON	TIME EXTN
Morgan Park High School	2010-46251-PLS	2007914	10-0922-PR8	6	GC	Miller	14	\$5,381	\$114,546	\$560,000	\$679,927	21.42%	0
Description >> Balance tank revisions Reason >> The existing balance tank was located beneath the concrete pool deck. Until demolition, existing conditions were unknown. A revised custom tank is required due to the piping and space restrictions. Justification >> Discovered or Changed Conditions													
Morgan Park High School	2010-46251-PLS	2007914	10-0922-PR8	6	GC	Miller	16	\$702	\$114,546	\$560,000	\$675,248	20.58%	0
Description >> Allowed O&P for subconsultant not included in original pricing for 4.5 (Pump replacement) and not captured in Board Approval Reason >> Allowed O&P not included in original pricing for 4.5 (Pump replacement) and not captured in Board Approval Justification >> Other Description >> Balance to correct dollars previously approved and issued for Bulletin 5.6 in the amount of \$225.00 previously issued under PO 2087487. This amount is the allowed O&P not included in the original approved pricing. Reason >> Allowed O&P on negotiated amount not included in purchase order. Justification >> Other													
Peck School	2010-24871-PKG-1	1963271	10-0728-PR10	5	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	01	\$15,759	\$0	\$108,146	\$123,905	14.57%	0
Description >> Provide revisions per responses to RFI #1-#5. Reason >> Upon excavating for new ug sewer work, we discovered an additional pipe that was not terminated/connected to the catch basin. The pipe is active and needs to be connected to the basin for proper drainage. We also discovered that the exterior wall of CB-2 was cracked and was beginning to leak water. Basin needed to be replaced. We also discovered three cracked lids and frames that needed to be removed and replaced to avoid further damage to the existing basins. Justification >> Discovered or Changed Conditions Description >> Costs for Addendum #1. Reason >> Addendum issued after initial PD/NOA was issued for project. Therefore, NOA did not include the costs for Addendum #1. Justification >> Owner Directed													
Schurz High School	2006-1530-BLR	1909837	10-0526-PR3	1	GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	19	\$199,000	\$82,317	\$10,445,000	\$10,726,317	2.69%	0
Description >> Lower Level floor infill structural renovation. Reason >> The boiler room floor is structurally unsound and needs to be removed and reinstalled. Justification >> Owner Directed													
Seward School	2009-5820-ADA	1819333	09-1028-PR2	4	GC	Friedler Construction Co.	STBD3	\$1,272	\$242,615	\$1,365,800	\$1,609,687	17.86%	0
Description >> Replace 14 thermal sensor for fire alarm Reason >> The specified sensors were incorrect and had to be changed to a higher rated temperature sensor Justification >> Error/Omission (AOR)													
Skinner North (Closed at Schiller)	2010-8024-ADA	1840393	09-1123-PR6	2	GC	Miller	1008	\$24,397	\$79,717	\$794,000	\$898,114	13.11%	0
Description >> Furnish and install additional wing excavating and backfill for service work due to unforeseen conditions from excessively low footings and foundation walls. Reason >> Deeper excavation and longer runs (+50') were made necessary due to excessively deep footings and foundation walls. Justification >> Discovered or Changed Conditions													
Skinner North (Closed at Schiller)	2010-8024-ADA	1840393	09-1123-PR6	2	GC	Miller	13	\$3,365	\$79,717	\$794,000	\$877,082	10.46%	0
Description >> Relocate Aiphone at west entry to west facing wall. Protect with new painted steel vandal resistant box. Patch opening with mortar. Provide new concrete filled and painted 6" steel bollard at service drive beneath overhang. Reason >> Aiphone has been vandalized and needs replacing. Absence of bollards has trucks damaging the building. Justification >> Owner Directed													

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

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	
Sumner Academy	2010-6110-BLR	1721956	09-0624-PR8	3	GC	All-Bry Construction	stdb8	\$7,189	\$279,966	\$1,629,000	\$1,916,155	17.63%	0	
Description >> Repair/Replace fittings and flush valves due to building being shut down for over a year														
Reason >> The valves and fittings had to be replaced due to the building being shut down for over a year. All of the valves were leaking. A similar scope was completed for all 1st floor bathrooms.														
Justification >> Owner Directed														
Washington High School	2010-46331-PLS	2007912	10-0922-PR8	6	GC	Miller	010	\$2,547	\$48,859	\$405,000	\$456,406	12.65%	0	
Description >> Finish restoration due to high humidity levels in the school.														
Reason >> Replace water damaged ceiling tiles, drywall patch due to excessive moisture														
Justification >> Discovered or Changed Conditions														
West Pullman School	2006-6400-BLR	1495962	08-0423-PR1	6	GC	Miller	32	\$17,394	\$586,280	\$2,770,000	\$3,373,674	21.79%	0	
Description >> Provide a new domestic booster pump package to replace the one previously installed under this contractor. Provide new pump, expansion tank, concrete pad, electrical connections and associated plumbing and electrical work.														
Reason >> The original pump package specified and installed under this contract was under sized for the application. Thus, it needs to be replaced with a new, larger pump package.														
Justification >> Error/Omission (AOR)														
Total Change Orders:								\$1,678,773						

11-0427-PR11

APPROVE EXERCISING THE THIRD OPTION TO RENEW THE AGREEMENT WITH PREFERRED MEAL SYSTEMS FOR PREPARED MEALS-FROZEN PREPLATED AND DISTRIBUTION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the third option to renew the agreement with Preferred Meal Systems to provide preplated meal-frozen to the Board at a cost not to exceed \$24,570,192. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 08-250016
Contract Administrator : Patricia Hernandez / 773-553-2256

VENDOR:

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

USER:

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

Contact : Louise Esaian
Phone: 773-553-2830

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 08-0723-PR13) in the amount of \$24,027,653.00 was for a term commencing September 1, 2008 and ending June 13, 2009, with the Board having 4 options to renew for a one year period each. The agreement was renewed (authorized by Board Report 09-0422-PR4) in the amount of \$24,997,907.00 for a term commencing June 14, 2009 and ending June 13, 2010. The agreement was further renewed (authorized by Board Report 10-0428-PR7, amended by Board Reports 10-0922-PR7 and 10-1117-PR3) for a term commencing June 14, 2010 and ending June 13, 2011. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 through a duly advertised Bid Solicitation (Specification No. 08-250016).

OPTION PERIOD:

This agreement is being extended for a one (1) year term commencing June 14, 2011 and ending June 13, 2012.

OPTION PERIODS REMAINING:

There is one option to renew remaining for a period of one (1) year.

SCOPE OF SERVICES:

Vendor will continue to provide and deliver preplated fresh and frozen meal components, supplies and rehydration water to schools pursuant to the terms and conditions of the written agreement. Sites may be added or deleted at a later date to accommodate the Board.

DELIVERABLES:

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

OUTCOMES:

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

COMPENSATION:

Vendor shall be paid during the option period in accordance with the rates set forth in the written agreement, total cost during this option period shall not exceed \$24,570,192.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

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

Total MBE= 35%
 Balton Corporation
 8016 S. South Chicago
 Chicago, IL 60617

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

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

Total WBE = 7%

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

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Food Services: \$24,570,192
 Source of Funds: Lunchroom Fund 312 and 314

12050-312-53205-256009-000000-2012	\$23,783,361.00
12050-312-53205-256212-000000-2012	\$228,442.00
12050-314-53205-256009-000000-2012	\$428,389.00
12050-312-54105-256009-000000-2012	\$130,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR12

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH SPEEDY GONZALEZ LANDSCAPING, INC. FOR ASPHALT AND CONCRETE INSTALLATION AND REMOVAL SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second and final option to renew the agreement with Speedy Gonzalez Landscaping, Inc. to provide asphalt and concrete installation and removal services to Chicago Public Schools at a cost for the option period not to exceed \$1,000,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 08-250035
Contract Administrator : Demetra Knowles / 773-553-3256

VENDOR:

- 1) Vendor # 24765
SPEEDY GONZALEZ LANDSCAPING,
10624 S TORRENCE AVE.
CHICAGO, IL 60617-0000
Jose Gonzalez
773-734-7780
773-734-7951

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : David Allen
Phone: 773-553-2049

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0422-PR12) in the amount of \$2,000,000 was for a term commencing May 1, 2009 and ending April 30, 2010, with the Board having 2 options to renew for one year each. The agreement was extended (authorized by Board Report 10-0428-PR17) for a term commencing May 1, 2010 and ending April 30, 2011. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification No.: 08-250035).

OPTION PERIOD:

The term of this agreement is being extended for one year commencing May 1, 2011 and ending April 30, 2012.

OPTION PERIODS REMAINING:

There are no options remaining.

SCOPE OF SERVICES:

Vendor will continue to provide asphalt and concrete installation and removal services.

DELIVERABLES:

Vendor shall continue to provide all materials in compliance with the IDOT requirements.

OUTCOMES:

Vendor's services will result in the enhancement and beautification of various school sites.

COMPENSATION:

Vendor shall be paid during this option period as follows: in accordance with the unit pricing contained in their original contract; total for the option period not to exceed the sum of \$1,000,000.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts. The M/WBE goals for this contract are: 30% total MBE participation and 7% total WBE participation.

The Vendor has identified the following:

Total MBE-93%
Speedy Gonzalez Landscape, Inc
10624 South Torrence Avenue
Chicago, Illinois 60617
Contact: Jose Gonzalez

Total WBE- 7%
E. King Construction
3865 West Columbus Drive
Chicago, Illinois 60652
Contact: Elaine King

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

FINANCIAL:
Charge to Facilities: \$1,000,000 FY11-12
Source of Funds: Capital Funds
Various Capital Funds

CFDA#: Not Applicable

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

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

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

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

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

11-0427-PR13

APPROVE ENTERING INTO AN AGREEMENTS WITH VARIOUS VENDORS FOR LANDSCAPE MAINTENANCE SERVICES FOR REGIONS 1 THROUGH 13 (ALL SCHOOLS) AND REGIONS 14-19 (SCHOOLS THAT HAVE CAMPUS PARKS AND ATHLETIC FIELDS)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various vendors to provide landscape maintenance services for regions 1 through 13 (all schools) and regions 14 through 19 (schools that have campus parks and athletic fields) at a cost not to exceed \$3,562,520.55 in the aggregate. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are available for signature. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 10-250065
Contract Administrator : Patricia Hernandez / 773-553-2256

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : David Allen
Phone: 773-553-2049

TERM:

The term of each agreement shall commence on May 1, 2011 and shall end April 30, 2012. Each agreement shall have two options to renew for a period of one year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Each Vendor shall provide landscape maintenance services at those schools identified in the Bid Solicitation (Specification No.: 10-250065) for the Region(s) awarded to each Vendor. The Region awarded to each Vendor is indicated on the attachment. The goal is practical maintenance and maximum enhancement of the aesthetics and functional aspects of the landscaping. The services shall include, but are not limited to, cutting grass (approximately 20 per year), pruning trees and shrubs, cultivation of beds, native planting, fertilizing and weeding and insect control as needed.

DELIVERABLES:

Vendors shall maintain and enhance the overall curb appearance of Chicago Public Schools grounds

OUTCOMES:

Vendors' services will result in enhancement and beautification of various school sites.

COMPENSATION:

Vendors shall be paid as follows: in accordance with the pricing set forth in their respective agreement, total not to exceed the sum of \$3,562,520.55 in the aggregate for all Vendors.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the aggregate method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors in the pool created by this agreement will be subjected to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis. The M/WBE participation goals for this agreement are 40% total MBE and 10% WBE participation.

MBE

Wiley Lawn Care
R.R. Facility and Ground Maintenance Services
Brown and Son Landscaping
R. Rojas Landscape, Inc.
Darnell's Ground Services, Inc.
O'Wallace Landscaping, Inc.
Medina Lawncare, Inc.

WBE

Atrium, Inc.
Christy Webber and Company
We're Cleaning, Inc.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Operations: \$3,562,520.55
Source of funds: Operations and Maintenance

11880-230-54105-254011-000000-2012

\$3,562,520.55

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- | | |
|---|---|
| <p>1) Vendor # 97430</p> <p>A SAFE HAVEN FOUNDATION</p> <p>2750 WEST ROOSEVELT RD.</p> <p>CHICAGO, IL 60608</p> <p>Kris Sokol</p> <p>773-435-8397</p> <p>773-435-8415</p> <p>Awarded Region: 17</p> | <p>5) Vendor # 97429</p> <p>DARNELL'S GROUND SERVICE, INC</p> <p>7149 S. EXCHANGE</p> <p>CHICAGO, IL 60649</p> <p>Darnell Cooks</p> <p>773-375-3408</p> <p>773-375-3736</p> <p>Awarded Region: 9</p> |
| <p>2) Vendor # 97427</p> <p>ATRIUM, INC</p> <p>17113 DAVEY RD</p> <p>LEMONT, IL 60439</p> <p>Kathleen Brunch</p> <p>630-739-5100</p> <p>630-739-5106</p> <p>Awarded Region: 5</p> | <p>6) Vendor # 98721</p> <p>MEDINA LAWCARE</p> <p>3610 NORTH CICERO</p> <p>CHICAGO, IL 60641</p> <p>Carlos Mendina Jr.</p> <p>773-777-5296</p> <p>773-777-5276</p> <p>Awarded Regions: 1,2, And 10</p> |
| <p>3) Vendor # 97426</p> <p>BROWN & SON LANDSCAPING</p> <p>7938 S. COLFAX AVE.</p> <p>CHICAGO, IL 60617</p> <p>Curtis Brown</p> <p>773-319-1386</p> <p>773-751-2230</p> <p>Awarded Region: 4</p> | <p>7) Vendor # 97428</p> <p>MOORE LANDSCAPES, INC</p> <p>1869 TECHNY RD.</p> <p>NORTHBROOK, IL 60062</p> <p>Andy Muirray</p> <p>847-564-9393</p> <p>847-564-9080</p> <p>Award Regions: 7 And 16</p> |
| <p>4) Vendor # 29091</p> <p>CHRISTY WEBBER & COMPANY</p> <p>2900 WEST FERDINAND AVE.</p> <p>CHICAGO, IL 60612</p> <p>Christy Webber</p> <p>773-533-0477</p> <p>773-533-0771</p> <p>Awarded Regions: 11 And 15</p> | <p>8) Vendor # 37861</p> <p>O'WALLACE LANDSCAPING, INC.</p> <p>9327 S. LOOMIS</p> <p>CHICAGO, IL 60620-3614</p> <p>Bennie L. Payne</p> <p>773-457-6441</p> <p>773-445-5680</p> <p>Awarded Regions: 8 And 13</p> |

- | | |
|--|--|
| <p>9) Vendor # 67057</p> <p>R. ROJAS LANDSCAPE, INC</p> <p>5124 SOUTH TRIPP</p> <p>CHICAGO, IL 60632</p> <p>Ramiro Rojas</p> <p>773-443-2021</p> <p>773-767-4553</p> <p>Awarded Region: 3</p> | <p>11) Vendor # 35638</p> <p>WE'RE CLEANING, INC.</p> <p>4505 SOUTH INDIANA AVE.</p> <p>CHICAGO, IL 60653</p> <p>Yvonne McGinnis</p> <p>773-285-1800</p> <p>773-285-1818</p> <p>Awarded Region: 6</p> |
| <p>10) Vendor # 96400</p> <p>RR FACILITY & GROUNDS MAINTENANCE</p> <p>6 EAST MONROE STREET., STE 1301</p> <p>CHICAGO, IL 60603</p> <p>Renault Robinson</p> <p>312-236-6169</p> <p>312-263-6301</p> <p>Awarded Region: 12</p> | <p>12) Vendor # 97431</p> <p>WILEY'S LAWN CARE, LLC</p> <p>710 EAST 47TH STREET, 305W</p> <p>CHICAGO, IL 60653</p> <p>Libra Wiley</p> <p>773-451-0321</p> <p>773-451-0320</p> <p>Awarded Region: 14, 18 And 19</p> |

11-0427-PR14

AMEND BOARD REPORT 09-0624-PR14
AMEND BOARD REPORT 08-0723-PR15

APPROVE EXERCISING THE FIRST AND SECOND OPTIONS TO RENEW TWO AGREEMENTS WITH QUANTUM CROSSINGS, LLC FOR TELECOMMUNICATIONS MAINTENANCE, CABLING, AND SERVICES FOR MOVES, ADDS, AND CHANGES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve exercising the first and second options to renew two agreements with Quantum Crossings, LLC ("Quantum") to provide telecommunications maintenance, cabling, and services for moves, adds, and changes ("MAC"), for CPS Information & Technology Services ("ITS"). The first agreement ("Contract #1") is for basic maintenance services eligible for discounts in accordance with the guidelines and requirements of the Federal Government's Universal Services Program ("E-Rate") discount. Due to the uncertainty in E-Rate funding, a Reduced Scope will be implemented for Contract #1 until E-Rate funding is secured. The cost for the option period for the Reduced Scope of Contract #1 shall not exceed \$335,000.00. Should E-Rate funding become available, the Full Scope will be implemented and the cost for the renewal term shall not exceed \$3,350,000.00, of which approximately \$3,015,000.00 is eligible for E-Rate discounts and the cost to the Board shall not exceed \$335,000.00. The second agreement ("Contract #2") is for both eligible and ineligible services (other than basic maintenance). Similarly, a Reduced Scope will be implemented for Contract #2 until E-Rate funding is secured. The cost for the option period, for the Reduced Scope for Contract #2, shall not exceed \$5,899,200.00. Should E-Rate funding become available, the Full Scope will be implemented and the cost for the renewal term shall not exceed \$6,900,000.00, of which approximately \$1,000,800.00 is eligible for E-Rate discounts and the cost to the Board shall not exceed \$5,899,200.00. Written agreements exercising these options are currently being negotiated.

No payment shall be made to Quantum prior to the execution of the respective written renewal agreement. The authority granted herein shall automatically rescind as to each renewal agreement in the event such agreement is not executed within 120 days of the date of this Board Report. Information pertinent to these options is stated below.

This June 2009 amendment is necessary to (1) change the E-Rate percentage rate from 86% to 90%. (2) reduce the scope of services provided under both renewal agreements in response to a possible lack of E-Rate funding for the duration of this contract, and (3) change the parties funding amounts as a result of the percentage change. However, if E-Rate funding does become available, Quantum shall perform the Full Scopes of services. This amended Board Report is also necessary to authorize the Chief Information Officer to give written notification to Vendor in the event additional funding becomes available and to proceed under the Full Scopes of services without further Board approval. Written amendments to both renewal agreements are required. The authority granted herein shall automatically rescind in the event the written amendments to the renewal agreements are not executed within ninety (90) days of the date of this Board Report.

This April 2011 amendment is necessary to add America Recovery and Reinvestment Act (ARRA) funding that supports various District learning activities; the funding became available after the original Board Report was approved. Written amendments to the agreements are not required.

Specification Number : 05-250046
Contract Administrator : Ethan Sinnema / 773-553-3295

VENDOR:

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

USER:

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

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

ORIGINAL AGREEMENT:

The original agreements (authorized by Board Report 06-0125-PR13 as amended by #06-1115-PR8) in the amount of \$7,123,638.00 for Contract #1 and \$11,917,331.40 for Contract #2, are for a term commencing July 1, 2006 and ending June 30, 2009, with the Board having two options to renew for a term of one year each. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1

OPTION PERIOD:

The term of each agreement is being extended for two (2) years, commencing July 1, 2009 and ending June 30, 2011.

OPTION PERIODS REMAINING:

There are no option periods remaining

SCOPE OF SERVICES:

Reduced Scope of Services - Until E-Rate funding becomes available and Quantum receives written notification from the Chief Information Officer to implement the Full Scopes, Quantum shall provide a reduced level of services.

Under Contract #1 which covers basic maintenance services, Quantum will provide remote and onsite basic maintenance services related to voice service disruptions and major system or equipment repairs. This will include providing a minimum team of qualified telecommunications technical resources for maintenance services for the Board's voice communications system infrastructure and voice/data cabling infrastructure. Quantum shall also continue to provide maintenance of the Board's communications systems, data drops, MAC orders and voice/data cabling infrastructure, including fiber, to support the Board's premise-based communications systems. The completion of the Advanced Telecommunications Project Year 5 Test and Tone activities will be completed under this Contract.

Under Contract #2, Quantum shall continue to provide technical support school/department requested and funded services via the Board's 124 funding mechanism. Funded services will include MAC services, intercom programming, telephone line appearances, handset placement and programming, high voltage cabling and electrical work. Remediation services related to the Opteman Project and Advanced Telecommunications Project Year 5 will be completed under this Contract.

Full Scope of Services - Should E-Rate funding become available and the Chief Information Officer provides written notification to implement the Full Scope, Quantum shall provide the services described below.

Under Contract #1, which covers basic maintenance services eligible for the E-Rate discount, Quantum will continue to provide remote and onsite basic maintenance services in conjunction with the E-Rate Program to the Board. This will include qualified telecommunications technical resources for maintenance, cabling and MAC services for the Board's voice communications system infrastructure and voice/data cabling infrastructure for approximately 700 Board locations throughout the City of Chicago. Quantum shall also continue to provide maintenance of the Board's communications systems, data drops, MAC orders and voice/data cabling infrastructure, including fiber, to support the Board's premise-based communications systems.

Under Contract #2, which covers eligible and ineligible services (other than basic maintenance), Quantum shall continue to provide technical support for intercom programming, telephone line appearances, handset placement and programming, high voltage cabling and electrical work as well as additional school/department requested and funded services via the Board's 124 funding mechanism.

DELIVERABLES:

Reduced Deliverables - Until E-Rate funding becomes available and Quantum receives written notification from the Chief Information Officer to implement the Full Scopes, Quantum shall provide the following deliverables.

Under Contract #1 during the renewal term, Quantum will provide basic maintenance of services and/or products, including:

- * Basic technical support and programming for voice systems/equipment repairs
- * A reduced pool of certified and qualified telecommunications technicians including one working supervisor and one driver
- * Repair/replacement of system equipment cards and components
- * Notification of 24-48 hours to dispatch technicians to site
- * Daily status tickets and other supplemental reports upon request
- * Completion of Advanced Telecommunications Project Year 5 Test and Tone activities

Under Contract #2, during the renewal term, Quantum will provide non-basic maintenance services and/or products pre-funded by departments/schools via the Board's 124 funding mechanism including

- * Cabling, systems programming, and voicemail programming
- * Maintain and/or collect, and replace damaged telephone components with new and/or refurbished equipment
- * Cabling and technical support for new/existing cabling and systems
- * Technical support for intercom systems, ineligible voice systems, and handset placement
- * Electrical and power services
- * Remediation services related to the Opteman Project and Advanced Telecommunications Project Year 5
- * Other school/department requested and funded services via the Board's 124 funding mechanism

Full Deliverables: Should E-Rate funding become available and the Chief Information Officer provides written notification to implement the Full Scopes, Quantum shall provide the deliverables described below

Under Contract #1, during the renewal term, Quantum will provide basic maintenance of eligible E-Rate services and/or products, including:

- * Systems programming, voice mail programming, and basic technical support of all voice systems
- * An "as-needed" pool of certified and qualified telecommunications technicians, as well as one working supervisor and one driver
- * Wiring and cabling in accordance with CPS and City of Chicago Infrastructure Standards
- * Extending and testing local exchange carrier (LEC) services
- * Repair/replacement of system equipment cards and components
- * Cross-connections to trunks/lines
- * Notification of 12-24 hours to dispatch technicians to site
- * Daily status tickets and other supplemental reports upon request

Under Contract #2, during the renewal term, Quantum will provide non-basic maintenance of eligible and in-eligible E-Rate services and/or products, including:

- * Cabling, systems programming, and voicemail programming for new circuits
- * Maintain and/or collect, and replace damaged telephone components with new and/or refurbished equipment
- * Cabling and technical support for new cabling and new systems
- * Technical support for intercom systems, ineligible voice systems, and handset placement
- * Electrical and power services
- * Additional school/department requested and funded services via the Board's 124 funding mechanism

OUTCOMES:

Quantum's services shall result in the Board having reduced and/or full service infrastructure and telecommunications systems maintenance, cabling, and MAC services through fiscal year 2011

COMPENSATION:

Upon monthly invoicing, Quantum shall be paid as specified in each agreement. Due to the uncertainty in E-Rate funding, a Reduced Scope will be implemented for Contract #1 until E-Rate funding is secured. The cost for the option period for the Reduced Scope of Contract #1 shall not exceed \$335,000.00. Should E-Rate funding become available, the Full Scope will be implemented and the cost for the renewal term shall not exceed \$3,350,000.00, of which approximately \$3,015,000.00 is eligible for E-Rate discounts and the cost to the Board shall not exceed \$335,000.00. The second agreement ("Contract #2") is for both eligible and ineligible services (other than basic maintenance). Similarly, a Reduced Scope will be implemented for Contract #2 until E-Rate funding is secured. The cost for the option period, for the Reduced Scope for Contract #2, shall not exceed \$5,899,200.00. Should E-Rate funding become available, the Full Scope will be implemented and the cost for the renewal term shall not exceed \$6,900,000.00, of which approximately \$1,000,800.00 is eligible for E-Rate discounts and the cost to the Board shall not exceed \$5,899,200.00. Written agreements exercising these options are currently being negotiated.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement. Authorize the Chief Information Officer to give written notification to Vendor in the event additional funding becomes available and to proceed under the Full Scopes of services under both renewal agreements without further Board approval.

AFFIRMATIVE ACTION:

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

The vendor has identified and scheduled the following firms and percentages:

Total 90% Hispanic
Quantum Crossing, LLC
455 N. Cityfront Plaza, Suite# 3100
Chicago, Illinois 60611

Total 10% WBE
Phoenix Business Solution
5330 W. 124th Street
Alsip, Illinois 60803

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Reduced Scope - Until E-Rate funding becomes available and Quantum receives written notification from the Chief Information Officer to implement the Full Scopes of services at the costs outlined below Fund Classification Various funds, including 331-Federal Title I - 2009 Stimulus (ARRA)
See attachment for detailed financials

12540-230-54405-254501-000000-2010	\$1,738,500.00
12540-230-54405-254501-000000-2011	\$1,738,500.00
12510-124-54405-254501-000000-2010	\$1,378,600.00
12510-124-54405-254501-000000-2011	\$1,378,600.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

Reduced Scope -- Until E-Rate funding becomes available and Quantum receives written notification from the Chief Information Officer to implement the Full Scopes of services at the costs outlined below.

	FY10	FY11	TOTAL
CPS PAYS 12540-230-54405-254501-000000	\$1,738,500.00	\$1,738,500.00	\$3,477,000.00
CPS PAYS 12510-124-54405-254501-169400	\$1,378,600.00	\$1,378,600.00	\$2,757,200.00
	\$3,117,100.00	\$3,117,100.00	\$6,234,200.00

Full Scope -- Revised to Reflect E-Rate Percentage Change – Should E-Rate funding become available and Quantum receives written notification from the Chief Information Officer to implement the Full Scopes of services, the cost shall be as outlined below.

	FY10	FY11	TOTAL
<u>Annual Eligible-Basic Mtnc</u>	<u>\$1,675,000.00</u>	<u>\$1,675,000.00</u>	<u>\$3,350,000.00</u>
CPS-10%	\$167,500.00	\$167,500.00	\$335,000.00
SLD-90%	\$1,507,500.00	\$1,507,500.00	\$3,015,000.00
<u>Annual Eligible-Other</u>	<u>556,000.00</u>	<u>556,000.00</u>	<u>\$1,112,000.00</u>
CPS-10%	\$55,600.00	\$55,600.00	\$111,200.00
SLD-90%	\$500,400.00	\$500,400.00	\$1,000,800.00
<u>TOTAL ANNUAL ELIGIBLE</u>	<u>\$2,231,000.00</u>	<u>\$2,231,000.00</u>	<u>\$4,462,000.00</u>
CPS-10%	\$223,100.00	\$223,100.00	\$446,200.00
SLD-90%	\$2,007,900.00	\$2,007,900.00	\$4,015,800.00
<u>ANNUAL INELIGIBLE</u>	<u>\$1,515,400.00</u>	<u>\$1,515,400.00</u>	<u>\$3,030,800.00</u>
<u>ANNUAL INELIGIBLE-124 FUNDS</u>	<u>\$1,378,600.00</u>	<u>\$1,378,600.00</u>	<u>\$2,757,200.00</u>
	<u>\$2,350,000.00</u>	<u>\$2,350,000.00</u>	<u>\$5,788,000.00</u>
<u>TOTAL</u>	<u>\$5,125,000.00</u>	<u>\$5,125,000.00</u>	<u>\$10,250,000.00</u>
<u>CPS PAYS 12540-230-54405-254501-000000</u>	<u>\$1,738,500.00</u>	<u>\$1,738,500.00</u>	<u>\$3,477,000.00</u>
<u>CPS PAYS 12510-124-54405-254501-169400</u>	<u>\$1,378,600.00</u>	<u>\$1,378,600.00</u>	<u>\$2,757,200.00</u>
<u>SLD PAYS</u>	<u>\$2,007,900.00</u>	<u>\$2,007,900.00</u>	<u>\$4,015,800.00</u>
	<u>\$5,125,000.00</u>	<u>\$5,125,000.00</u>	<u>\$10,250,000.00</u>

Original Financials

	FY10	FY11	TOTAL
<u>Annual-Eligible-Basic Mtnc</u>	<u>\$2,100,000.00</u>	<u>\$2,100,000.00</u>	<u>\$4,200,000.00</u>
CPS-14%	\$294,000.00	\$294,000.00	\$588,000.00
SLD-86%	\$1,806,000.00	\$1,806,000.00	\$3,612,000.00
<u>Annual-Eligible-Other</u>	<u>675,000.00</u>	<u>675,000.00</u>	<u>\$1,350,000.00</u>
CPS-14%	\$94,500.00	\$94,500.00	\$189,000.00
SLD-86%	\$580,500.00	\$580,500.00	\$1,161,000.00
<u>TOTAL ANNUAL ELIGIBLE</u>	<u>\$2,775,000.00</u>	<u>\$2,775,000.00</u>	<u>\$5,550,000.00</u>
CPS-14%	\$388,500.00	\$388,500.00	\$777,000.00
SLD-86%	\$2,386,500.00	\$2,386,500.00	\$4,773,000.00
<u>ANNUAL INELIGIBLE</u>	<u>\$1,350,000.00</u>	<u>\$1,350,000.00</u>	<u>\$2,700,000.00</u>
<u>ANNUAL INELIGIBLE-124 FUNDS</u>	<u>\$1,000,000.00</u>	<u>\$1,000,000.00</u>	<u>\$2,000,000.00</u>
	<u>\$2,350,000.00</u>	<u>\$2,350,000.00</u>	<u>\$4,700,000.00</u>
<u>TOTAL</u>	<u>\$5,125,000.00</u>	<u>\$5,125,000.00</u>	<u>\$10,250,000.00</u>
<u>CPS PAYS 12540-230-54405-254501-000000</u>	<u>\$1,738,500.00</u>	<u>\$1,738,500.00</u>	<u>\$3,477,000.00</u>
<u>CPS PAYS 12510-124-54405-254501-169400</u>	<u>\$1,000,000.00</u>	<u>\$1,000,000.00</u>	<u>\$2,000,000.00</u>
<u>SLD PAYS</u>	<u>\$2,386,500.00</u>	<u>\$2,386,500.00</u>	<u>\$4,773,000.00</u>
	<u>\$5,125,000.00</u>	<u>\$5,125,000.00</u>	<u>\$10,250,000.00</u>

11-0427-PR15

**AMEND BOARD REPORT 09-1123-PR10
APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS CONSULTANTS FOR COMPUTER
MAINTENANCE AND SUPPORT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with various consultants ("Consultants") to provide computer maintenance and support services to all schools, area instructional offices, and departments at an aggregate cost not to exceed \$30,000,000.00. Consultants were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements are currently being negotiated. No services shall be provided by any Consultant and no payment shall be made to any Consultant prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Consultant in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This April 2011 amendment is necessary to add America Recovery and Reinvestment Act (ARRA) funding that supports various District learning activities; the funding became available after the original Board Report was approved. Written amendments to the agreements are not required.

Specification Number : 09-250035
Contract Administrator : Craig Holloway / 773-553-2903

USER:

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

Contact : Arshele Stevens
Phone: 773-553-1300
Project Manager: Anthony Mcphearson
Phone: 773-553-1300

TERM:

The term of each agreement shall commence on January 1, 2010 and shall end December 31, 2013. Each agreement shall have two options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Consultants shall provide district-wide maintenance and support services, including the acquisition of replacement parts, for supported computer, network, and peripheral equipment, in the following area(s): Level 1 or help desk support; Level 2, basic desktop and laptop support, including peripherals; and Level 3, server and advanced support. The area(s) assigned to each Consultant are indicated on the attached list. The Board reserves the right to assign and reassign Consultants to provide services to particular schools, locations, and/or departments ("Units"). Consultants must agree to work with CPS appointed Program Manager and CPS Information & Technology Services in implementation and/or transition-planning for any new assignments that are made by the Board.

DELIVERABLES:

Consultants shall provide parts and labor to maintain and support district-wide instructional and administrative network, computers, and all associated peripheral equipment.

OUTCOMES:

Consultants services will result in 1) reserving capacity for the CPS help desk to meet peak demand, and 2) ensuring that computer and peripheral equipment are operational for use in the CPS instructional and administrative environments.

COMPENSATION:

Consultant shall be paid at consistent rates, which are specified in their written agreements, upon receipt and verification of invoices. Consultants shall provided extended support to Units that participate in the Board-sponsored pre-paid programs at pre-negotiated cost-effective rates, but those rates shall be consistent for all Consultants and shall be specified in their written agreements. Time and materials shall not be billed to the Board in advance. The compensation payable to all Consultants, in the aggregate, shall not exceed \$30,000,000.00

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to Section 10 (Sheltered Market Contracts) in the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the sheltered market program shall be one of several means to achieve the Districts' annual aspirational goals and to achieve increased M/WBE participation. OBS shall report the impact this contract has on achieving the overall aspirational M/WBE goals in the annual supplier diversity report.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to various schools and departments:
Budget Classification No.:
55005-Equipment
56105-Services/Repair Contracts
54105 Contractual Services
Sources of Funds: Various including 331-Federal Title I - 2009 Stimulus (ARRA)

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- 1) Vendor # 45666
ADVOTEK INC.
148 OGDEN AVE.
DOWNERS GROVE, IL 60515
Diana Conley
630-964-7762

Level 2 (Basic Support) And Level 3 (Server And Advanced Support)

- 2) Vendor # 34101
NJW TECHNOLOGY SOLUTIONS
134 NORTH LASALLE ST., STE 1030
CHICAGO, IL 60602
Norma Williams
312-857-7800

Level 2 (Basic Support) And Level 3 (Server And Advanced Support)

- 3) Vendor # 29748
SMART TECHNOLOGY SERVICES, INC
156 N. JEFFERSON ST., STE. 200
CHICAGO, IL 60661
Theresa Jamison
312-612-8223

Level 1 (Help Desk), Level 2 (Basic Support), And Level 3 (Server And Advanced Support)

- 4) Vendor # 62107
SUNRISE TECHNOLOGY, INC
1727 SOUTH INDIANA AVE., STE 602B
CHICAGO, IL 60616
Jacqueline Turner
312-421-9191

Level 1 (Help Desk), Level 2 (Basic Support), And Level 3 (Server And Advanced Support)

11-0427-PR16

AMEND BOARD REPORT 10-0428-PR22
APPROVE THE PRE-QUALIFICATION STATUS OF VARIOUS VENDORS TO PROVIDE FIELD SERVICES FOR SPECIAL PROJECTS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of various vendors to provide field services for special projects at a cost not to exceed \$3,000,000.00 in the aggregate and approve entering into a written master agreement with each vendor. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. A written master agreement for the vendors is currently being negotiated. No services shall be provided by any vendor and no payment shall be made to any of them prior to the execution of their written master agreement. The pre-qualification status approved herein for each vendor shall automatically rescind in the event such vendor fails to execute the Board's master agreement within 90 days of the date of this Board Report Information pertinent to this master agreement is stated below.

This April 2011 amendment is necessary to add America Recovery and Reinvestment Act (ARRA) funding that supports various District learning activities; the funding became available after the original Board Report was approved. Written amendments to the agreements are not required.

Specification Number : 09-250061
 Contract Administrator : Ethan Sinnema / 773-553-3295

NAME OF USER GROUPS:

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

Contact : Arshele Stevens
 Phone: 773-553-1300
 Project Manager: Anthony Mcphearson
 Phone: 773-553-1300

TERM

The term of this pre-qualification period and each master agreement is 3 years effective June 1, 2010 and ending February 28, 2013. The Board shall have the right to extend the pre-qualification period and each master agreement for two additional one year periods.

SCOPE OF SERVICES:

Vendors will provide services for individual "project-based" one-off jobs supporting computers, desktop applications, servers, printers and peripherals in the area for which they are pre-qualified. Schools, area instructional offices, and central office departments may purchase these services at their option via requisition to the Office of Procurement and Contracts, which will mail a purchase order to the vendor. Vendors will provide one or more of the following types of services as indicated above.

- a. Level 2 support Desktop and Basic Server Support
- b. Level 3 support Advanced Server and Technical Support
- c. Ancillary Support Supplemental support for key personnel

Charter Schools may purchase services at their option pursuant to the terms and conditions of this agreement by issuing their own purchase order(s) to vendors. The Board shall not be liable for the failure of any Charter School to pay any invoices, costs, charges, and/or fees billed by vendors to the Charter School. Charter Schools will solicit and acquire services directly from vendors. Charter Schools shall be responsible for the payment of all invoices, costs, charges, and fees billed by vendors to the Charter School.

COMPENSATION:

Compensation for each vendor will be specified in their written agreement, total compensation payable to all vendors shall not exceed \$3,000,000.00.

DELIVERABLES: Qualified vendors will provide consulting services for individual "project-based" one-off jobs in support of computers, desktop applications, servers, printers and peripherals

USE OF POOL:

The vendor will submit their scope of work and pricing based on a set of project requirements that are defined by the school or business unit seeking the services. The business unit or school will select the vendor based on pricing, capacity and ability to complete the required project. Vendors will provide consulting services for project-based initiatives as specified by requesting school or business unit within the project timeline, scope and budget.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to Section 10 (Sheltered Market Contracts) in the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the sheltered market program shall be one of several means to achieve the Districts annual goals and to achieve increased M/WBE participation. OBD shall report the impact this contract has on achieving the overall M/WBE goals in the annual supplier diversity report.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to various schools and departments
Fiscal Years 2010-2011
Budget Classification:
53405 - Supplies
56105 - Services/Repair Contracts
54105 - Contractual Services
Various funds, including 331-Federal Title I - 2009 Stimulus (ARRA)

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- | | |
|---|---|
| <p>1) Vendor # 13462
ADVANCE ELECTRONIC & COMPUTER
2166 S. ARCHER AVE.
CHICAGO, IL 60616
Dan Gan
312-326-6188
Category: Level 2, Level 3, And Ancillary Support</p> | <p>4) Vendor # 49725
PACE SYSTEMS, INC
2040 CORPORATE LANE
NAPERVILLE, IL 60563
Wayne Liu
630-395-2212
Category: Level 2, Level 3, And Ancillary Support</p> |
| <p>2) Vendor # 19018
ADVANCED SYSTEMS CONSULTANT,
PO BOX 3176
JOLIET, IL 60434-3176
Rose Wennlund
815-521-9924
Category: Level 2, Level 3, And Ancillary Support</p> | <p>5) Vendor # 32334
QUANTUM CROSSINGS, INC.
111 EAST WACKER DRIVE, SUITE 990
CHICAGO, IL 60601
Rodger Martinez
312-467-0065
Category: Level 2, Level 3, And Ancillary Support</p> |
| <p>3) Vendor # 45866
ADVOTEK INC.
148 OGDEN AVE.
DOWNERS GROVE, IL 60515
Diana Conley
630-964-7762
Category: Level 2, Level 3, And Ancillary Support</p> | <p>6) Vendor # 29748
SMART TECHNOLOGY SERVICES, INC
156 N. JEFFERSON ST., STE. 200
CHICAGO, IL 60661
Quentin Patterson
312-612-8223
Category: Level 2, Level 3, And Ancillary Support</p> |

7) Vendor # 23659
SOLAI & CAMERON, INC
2335 NORTH SOUTHPORT AVE.
CHICAGO, IL 60614
Mallar Solai
773-506-2720
Category: Level 2, Level 3, And Ancillary Support

8) Vendor # 62107
SUNRISE TECHNOLOGY, INC
1727 SOUTH INDIANA AVE., STE 602B
CHICAGO, IL 60616
George Burciaga
312-421-9191
Category: Level 2, Level 3, And Ancillary Support

9) Vendor # 63090
WYNNDALCO ENTEPRISES, LLC
55 WEST WACKER DRIVE, 9TH FLOOR
CHICAGO, IL 60610
David Andalcio
312-256-9090
Category: Level 2, Level 3, And Ancillary Support

11-0427-PR17

AMEND BOARD 10-0623-PR14

APPROVE EXERCISING THE THIRD OPTION TO RENEW THE AGREEMENT WITH NCS PEARSON INC. FOR THE PURCHASE OF STUDENT INFORMATION SYSTEMS SOFTWARE LICENSES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising third option to renew the agreement with NCS Pearson, Inc. for the purchase of database, enterprise, and e-business software licenses at a cost for the option period not to exceed ~~\$912,011.36~~ \$962,011.36. A written document exercising this option is currently being negotiated. No payment shall be made to Software Licensor during this option period prior to the execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this option is stated below.

This April 2011 amendment is necessary to increase the compensation amount by \$50,000.00 and to add America Recovery and Reinvestment Act (ARRA) funding that supports various District learning activities. The funding became available after the original Board Report was approved. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event a written amendment to the renewal agreement is not executed within 90 days of the date of this amended Board Report.

Specification Number : 03-250274
Contract Administrator : Ethan Sinnema / 773-553-3295

VENDOR:

1) Vendor # 34595
NCS PEARSON, INC
3075 W RAY RD.
CHANDLER, AZ 85226
Mike Carlson
847-865-1915

USER:

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

Contact : Arshele Stevens
Phone: 773-553-1300
Project Manager: Phillip Dibartolo
Phone: 773-553-1300

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 04-0324-PR12 as amended by 04-0428-PR13) in an amount not to exceed \$17,500,000.00 is for a term commencing April 1, 2004, and ending June 30, 2008 with the Board having five (5) options to renew for periods of one (1) year each. The agreement was extended (authorized by Board Report 08-0602-PR26) for a term commencing on July 1, 2008 and ending June 30, 2009. The vendor was selected on a competitive basis pursuant to a Request for Proposal (Specification No. 03-250274).

OPTION PERIOD:

The term of this Agreement is being extended for one year commencing July 1, 2010 and ending June 30, 2011.

OPTION PERIODS REMAINING:

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

USE OF SOFTWARE: Vendor will continue to provide licenses to the Board to use the Student Information System (SIS) software modules. Vendor will also provide maintenance on this licensed software, which consists of program corrections and enhancements that Vendor may develop during the term of this agreement as long as the Board's annual maintenance fee is current.

MAINTENANCE/LICENSE FEE: Vendor will be paid an annual maintenance and license fee, which will not exceed ~~\$912,011.36~~ \$962,011.36.

DELIVERABLES:

Vendor will license the software to the Board, and will also provide program corrections and enhancements that the Vendor may develop during the term of the agreement, on magnetic tape, CD, email attachment, via downloadable FTP, or the then current method of software delivery.

OUTCOMES:

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

COMPENSATION:

NCS Pearson, Inc. shall be paid during the option period in accordance with a pricing schedule contained in the written agreement; total compensation not to exceed ~~\$912,011.36~~ \$962,011.36.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to Section 5.2.4 of the Remedial Program for minority and Women Business Enterprise Contract Participation (M/WBE Program), this contract is exempt for review because the nature of the service is a unique transaction.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Information & Technology Services for License Fee ~~\$912,011.36~~ \$962,011.36
Fund Classification - Various funds, including 331-Federal Title I - 2009 Stimulus (ARRA)
\$50,000.00

12540-230-53306-009573-000000 PO# 1731446 \$310,427.20

12540-230-53306-009573-000000-2011 \$601,584.16

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR18

AMEND BOARD REPORT 10-0823-PR17
APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH VERSI FIT SOFTWARE LLC FOR DASHBOARD SUPPORT AND ENHANCEMENTS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew ~~entering~~ the agreement with Versi Fit Software LLC to provide support and enhancement services on the CPS Dashboard application for Information and Technology Services, at a cost not to exceed ~~\$600,000.00~~ \$850,000.00. A written renewal agreement for Consultants' services is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This April 2011 amendment is necessary to: i) increase the compensation amount by \$250,000.00 (Information and Technology Services will utilize \$100,000.00 and the Office of School Improvement will utilize \$150,000.00); ii) add Office of School Improvement as a user, and iii) remove Strategy and Planning as a user. The additional compensation is for additional enhancements, no amendment to the renewal agreement is required.

Specification Number : 07-250043
Contract Administrator : Ethan Sinnema / 773-553-3295

CONSULTANT:

- 1) Vendor # 69009
VERSI FIT SOFTWARE, LLC
103 WEST COLLEGE AVE., STE 923
APPLETON, WI 54912
Michael Restle
920-882-1904

USER:

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

Contact : Arshele Stevens
Phone: 773-553-1300
Project Manager: John Dicello
Phone: 773-553-1300

Unit 2: Office Of School Improvement
Contact 2 Name: Donald Fraynd
Phone : 773-533-5630

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0826-PR14) in the amount of \$600,000.00 was for a term commencing July 21, 2009 and ending on June 30, 2010, with the Board having two options to renew, each for a period of one (1) year. Consultant was selected on a non-competitive basis because of its expertise in systems integration and in supporting its proprietary data model

OPTION PERIOD:

The term of this agreement is being extended for one (1) year commencing on July 1, 2010 and ending on June 30, 2011.

OPTION PERIODS REMAINING:

There is one option remaining to renew for one additional year remaining.

SCOPE OF SERVICES:

The Consultant shall continue to provide the K-12 data model, a packaged relational database specific to education, to the Board to enable the creation of an enterprise data warehouse. The Consultant will work with the Board to ensure the installation and functionality of these components on Board infrastructure. The Consultant will provide services and resources related to the design, development, testing, deployment, user training, knowledge transfer, initial maintenance, and software for a data warehouse and business intelligence (BI) solution.

DELIVERABLES:

Data Warehouse

The Consultant will advise the Board in the overall design and implementation of the end to end technical architecture and sourcing strategy to implement a business intelligence solution.

Metrics and Reports

The Consultant will create reports for key indicators as well as migrate existing key indicator reports into the business intelligence solution.

User Interface

The Consultant will work with the Board to understand requirements and provide a customizable and secure user interface.

Deployment/ user training

The Consultant will create a deployment and training plan for the Dashboard launch. The consultant will provide training for the Dashboard.

Knowledge Transfer

The Consultant will provide sufficient knowledge transfer to the Board's technical, administrative, and educational staff to perform maintenance and system improvements on the phase 3 environment.

Maintenance

The Consultant will provide maintenance of the Phase 3 environment as the knowledge transfer takes hold. The Consultant will provide adequate staff to both provide knowledge transfer and maintenance for the period of time until the Board is satisfied with the completeness of the knowledge transfer.

OUTCOMES:

Consultant's services will provide principals, area instructional officers, and central office administrators with compelling, actionable, data to make management decisions. An easy-to-use interface will be created to allow users to access information on key metrics related to their organization, including student attendance, test scores, grades, and behavior. As a key outcome of this work, the Board will be able to better understand the true state of our schools, areas, and the district as a whole. The efficacy of programs to target key metrics such as student attendance can be tested in near-real time, allowing the board to direct funds to truly move core strategies.

COMPENSATION:

Consultant shall be paid upon monthly invoicing as specified in the renewal agreement. Total compensation to vendor shall not exceed ~~\$600,000.00~~ \$850,000.00.

REIMBURSABLE EXPENSES: None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the ~~Revised Remedial Plan~~ for Minority and Women Owned Business Enterprise Contract Participation (~~M/WBE Plan-Program~~). The M/WBE participation goals for this contract include 35% total MBE and 5% total WBE. Versi Fit software LLC has identified the following firms and percentages:

Total 35% MBE:

Clarity Partners, LLC 35%
161 N. Clark Street, Suite 1750
Chicago, IL. 60601

Total WBE 5%:

Freemark Consulting 5%
4715 Central Avenue Western
Springs, IL. 60558

In addition, Versi Fit Software LLC has agreed to offer two internships in data entry and software testing to Chicago Public Schools students.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Information and Technology services: \$600,000.00
Budget Classification: Children's First fund \$600,000.00 FY11

Charge to Information and Technology services: \$100,000.00
Budget Classification: ARRA Fund FY11

Charge to OSI Services: \$150,000.00
Budget Classification: ARRA Fund FY11

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR19

AMEND BOARD REPORT 10-1027-PR10
APPROVE ENTERING INTO AN AGREEMENT WITH KC LOGISTICS DBA TEAMING SOLUTION FOR TRAINING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with KC Logistics dba Teaming Solution to provide training services to Information & Technology Services at a cost not to exceed \$125,000.00. Consultant was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This April 2011 amendment is necessary to extend the agreement two months and add America Recovery and Reinvestment Act (ARRA) funding that supports various District learning activities; the funding became available after the original Board Report was approved. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this amended Board Report.

CPOR Number : 10-0920-CPOR-1334

VENDOR:

- 1) Vendor # 11282
KC LOGISTICS DBA TEAMING SOLUTION
1905 WOODSTOCK ROAD
ROSWELL, GA 30075
Camelle Logan
901-569-0582

USER:

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

Contact : Arshele Stevens
Phone: 773-553-1300

TERM:

The term of this agreement shall commence on the date executed by the Board and shall end ~~June 30, 2011~~ August 31, 2011. This agreement shall have no options to renew.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Consultant shall provide a group of highly experienced consultants to provide training services to the Board's 667 schools and 25 areas through an area/school chargeback model. Courses to be taught include, but are not limited to the IMPACT suite, CPS Dashboard, email, Internet Explorer, Safari, and the Microsoft Office suite of applications. The number of course sessions and participants per session will be determined by the schools and the areas based on their needs.

DELIVERABLES:

Consultant shall provide the following; Instructor led trainings, evaluations, technical knowledge transfer to the area/school, marketing communication, project management, and course development materials.

OUTCOMES:

Consultant's services will result in the increase in efficiencies from school and area based staff using technology as well as technology being integrated into the classroom to ultimately improve teaching and learning.

COMPENSATION:

Consultant shall be paid as follows: Training sessions with up to twelve participants or sessions that require only one trainer; Two-hour training session \$300.00, three-hour training session \$400.00 and six-hour training session \$520.00. Training sessions with more than twelve participants or sessions that require two trainers; Two-hour training session \$400.00, three-hour training session \$500.00 and six-hour training session \$650.00. Total compensation shall not exceed the sum of \$125,000.00

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

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

The Vendor has identified and scheduled the following:

Total WBE - 100%

KC Logistics dba Teaming Solution
1525 East 53rd Street, Suite 932
Chicago, Illinois 60615
Contact: Camelle W. Logan

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

FY11 - This will be a chargeback model: areas and schools that want to utilize these training services will transfer funds into one of the following budget lines. Information & Technology Services will in turn pay the vendor an amount not to exceed \$125,000.

~~12510-115-54125-221206-000000-2011~~

~~12510-124-54125-221206-000000-2011~~

~~12510-230-54125-221206-000000-2011~~

12510-XXX-54125-221206-XXXXXX-2011

Fund Classification Various funds, including 331-Federal Title I - 2009 Stimulus (ARRA)

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR20

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH BLACKWELL CONSULTING SERVICES TO PROVIDE ENTERPRISE DATA MOVEMENT AND MANAGEMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with Blackwell Consulting Services ("Blackwell" or "Vendor") to provide enterprise data movement and management services to Information & Technology Services ("ITS") at a cost for the option period not to exceed \$249,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Ethan Sinnema / 773-553-3295

VENDOR:

- 1) Vendor # 20588
BLACKWELL CONSULTING SERVICES,
100 S. WACKER, SUITE 800
CHICAGO, IL 60606
Laurie Vendramin
312-873-5238

USER:

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

Contact : Arshele Stevens
Phone: 773-553-1300
Project Manager: Will Clark
Phone: 773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #09-0722-PR11) in the amount of \$249,000.00 was for a term commencing August 1, 2009 and ending June 30, 2010, with the Board having two options to renew for one year term. The agreement was renewed (authorized by Board Report 10-0623-PR12) in the amount of \$249,000.00, for a term commencing July 1, 2010 and ending on June 30, 2011. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

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

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Blackwell shall continue to provide the following services:

Maintain and support:

1. "Cross-walk facility to convert "codes" information between CPS systems and external systems
2. Source-target data mappings between CPS systems, SIF, and external systems
3. Logical data models and physical database designs
4. Data definitions of tables and attributes included in the Operational Data Store (ODS) utilizing Embarcadero's ER Studio
5. Governance (policies, procedures, and standards) for data movement application environments
6. Identification of CPS business requirements
7. High level application architecture for data movement (ETL - extract, transform, and load) application environments

Test, implement, and maintain:

1. MS/SQL server database views in support of data extraction efforts
2. Data governance application programs
3. Assist with implementation of CPS enterprise level Data Governance Council and supporting processes
4. Data movement application programs
5. Ad hoc information reporting request process
6. Track and manage ad hoc request for information reporting

Blackwell shall continue to support:

1. New and existing system in implementation and maintenance of key primary identifiers and codes
2. Ongoing IMPACT systems' "codes" cross walk maintenance
3. Development of business requirements and technical designs for CPS reporting requirements
4. All listed domains including development, maintenance, and communication of project plans, prioritization, resource allocation planning, risk mitigation strategies, issue and problem management, and problem escalation.

DELIVERABLES:

Blackwell will continue to provide enrollment, registration, scheduling, and attendance modules that will improve the collection and reporting of crucial student data.

OUTCOMES:

Blackwell's services will result in integrating better and more efficient technology and practices in all our educational processes in order to advance the three central CPS priorities of literacy, leadership, and learning opportunities.

COMPENSATION:

Blackwell shall be paid on a monthly basis as specified in the renewal agreement; total compensation for the option period shall not exceed \$249,000.00

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

AFFIRMATIVE ACTION:

The M/WBE participation goals for this contract include: 35% total MBE and 5% total WBE participation. However, the Waiver Committee recommends that a partial waiver of 5% for the WBE participation goal for this contract, as required by the Remedial Program for Goods and Services, be granted because the contract scope is not further divisible. The vendor is an MBE and will self perform the work.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Information & Technology Services:

12510-115-54125-009592-000000-2012	\$249,000.00
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CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR21

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH KRONOS INCORPORATED FOR SOFTWARE AND HARDWARE MAINTENANCE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Kronos incorporated ("Kronos" or "Vendor") for the purchase of software and hardware maintenance for district-wide time-keeping Kronos clocks at a cost for the option period not to exceed \$383,562.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 31925
KRONOS INCORPORATED 1
297 BILLERICA RD.
CHELMSFORD, MA 01824
John Hogan
847-969-1300

USER:

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

Contact : Arshele Stevens
Phone: 773-553-1300
Project Manager: Thong Lam
Phone: 773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #09-1216-PR13) in the amount of \$546,123.60 was for a term commencing January 1, 2010 and ending June 30, 2011, with the Board having two options to renew for one year terms. The original agreement was awarded on a non-competitive basis because the hardware is proprietary to Kronos and has previously been implemented throughout the district.

OPTION PERIOD:

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

OPTION PERIODS REMAINING:

There is one option period for one year remaining.

SCOPE OF SERVICES:

Kronos will continue to provide critical maintenance on the WorkForce TimeKeeper system and depot repair maintenance on the smart converter and keypad system. Kronos will continue to provide software support to ensure the operating systems function properly, and will provide quarterly optimizations and necessary process documentations. This maintenance consists of program corrections and enhancements that Kronos may develop during this renewal term as long as the Board's maintenance fee is current.

DELIVERABLES:

Kronos will continue to provide critical maintenance on the WorkForce TimeKeeper system and depot repair maintenance on the smart converter and keypad system. Kronos will continue to provide software support to ensure the operating systems function properly, and will provide quarterly optimizations and necessary process documentations. This maintenance consists of program corrections and enhancements that Kronos may develop during this renewal term as long as the Board's maintenance fee is current.

OUTCOMES:

Kronos' services will result in the WorkForce Timekeeper systems being maintained properly and functioning properly. Services will also result in ITS and Payroll Services having the necessary hardware and software support to ensure the proper functioning of the operating system.

COMPENSATION:

Kronos shall be paid in two equal installments of \$191,781.00 each; the total cost for this option period shall not exceed \$383,562.00.

AUTHORIZATION:

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

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 contracts as required by the Remedial Program be granted because the contract scope is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to Information & Technology Services

12540-115-53306-266410-000000-2012 \$383,562.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR22

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH SENTINEL TECHNOLOGIES FOR E-MAIL AND WEB CONTENT FILTERING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with Sentinel Technologies ("Sentinel" or "Vendor") to provide e-mail and web content filtering services to Information & Technology Services on behalf of the district at a cost for the option period not to exceed \$631,680.04. A written document exercising this option is currently being negotiated. No payment shall be made to Sentinel prior to the execution of the written document. 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 extension is stated below.

Specification Number : 08-250034
Contract Administrator : Ethan Sinnema / 773-553-3295

VENDOR:

- 1) Vendor # 21472
SENTINEL TECHNOLOGIES, INC.
2550 WARRENVILLE ROAD
DOWNERS GROVE, IL 60515
Jack Reidy
630-769-4325

USER:

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

Contact : Arshele Stevens
Phone: 773-553-1300
Project Manager: Richard Burnson
Phone: 773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #09-0527-PR17) in the amount of \$1,140,154.10 was for a term commencing June 15, 2009 and ending June 14, 2010, with the Board having two options to renew for a period of one year each. The agreement was renewed (authorized by Board Report #10-0526-PR8) in the amount of \$631,680.04, for a term commencing June 15, 2010 and ending on June 14, 2011. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being extended for one year commencing June 15, 2011 and ending June 14, 2012.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Sentinel will continue to provide software licensing for the web and email filtering services as well as support and reporting for the e-mail filtering service. All services will be provided by skilled resources performing technical support, management, problem identification and problem resolution for all associated systems as defined by the CPS.

DELIVERABLES:

Sentinel will continue to support the new filtering system. This system will protect the Board from spam, computer viruses and other malware, and filter out inappropriate photos from the Board's e-mail. Sentinel will also renew the software licensing and manufacturer hardware maintenance for the web filtering system. This web filtering system blocks access to inappropriate and malicious websites.

OUTCOMES:

Sentinel will ensure that inbound and outbound e-mail and attachments are scanned by leading anti-virus products, anti spam-ware, and image analysis. Sentinel will also ensure the Board's staff and students are protected from improper and harmful web content in compliance with the federal Children's Internet Protection Act (CIPA). CIPA requires the Board to protect students from harmful web content in order to receive federal funds via the E-Rate program. The E-Rate program provides the Board with funds for improving and maintaining the district's Internet connectivity. The Board has historically received several tens of millions of dollars in funding through the E-Rate program. These web and e-mail filtering services are not covered by E-Rate funds.

COMPENSATION:

Sentinel shall be paid as specified in the renewal document; total compensation during this renewal term shall not exceed \$631,680.04.

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 Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

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

Vendor has identified and scheduled the following firms and percentages:

Total MBE - 35%

Informity Network Ltd.
731 N. Sangamon
Suite 300
Chicago, IL 60642

Total WBE - 5%

B2B Strategic Solutions, Inc.
150 N. Michigan Avenue, Suite 2800
Chicago, IL 60601

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Information & Technology Services: \$631,680.04 FY11

12540-115-53306-266414-000000-2011	\$369,025.45
12540-230-53306-254901-000000-2011	\$263,654.59

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR23

FINAL

APPROVE PAYMENT TO THE ACHIEVEMENT NETWORK FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to The Achievement Network who provided consulting services to six Area 54 schools from September 15, 2010 to May 30, 2011 in the amount of \$120,000 of which \$104,000 has been paid. The remaining balance to be paid is \$16,000. These services were rendered without prior Board approval and all services have been completed.

VENDOR:

- 1) Vendor # 99838
ACHIEVEMENT NETWORK, THE
225 FRIEND ST., STE 704
BOSTON, MA 02114
Alyssa Christopolis
617-725-0000

USER:

Office of Autonomy
125 S Clark
Chicago, IL 60603

Contact : Jacqueline Statum
Phone: 773-553-3767

SCOPE OF SERVICES:

Achievement Network provided teacher professional development and teacher tools for building improved student assessments at six AMPS schools during the 2010-11 school year.

DELIVERABLES:

Achievement Network provided the following services:

- Assessment analysis
- Process logistics and reporting
- Teacher training and coaching
- Teacher networking events

OUTCOMES:

The Achievement Network's services resulted in teachers at the participating schools being better equipped to develop more robust assessments to gauge student comprehension and inform classroom instruction.

COMPENSATION:

Consultant shall be paid the sum of \$120,000

AFFIRMATIVE ACTION:

A review of MBE/WBE participation was precluded due to services being rendered prior to Board Approval.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charged to various school units: \$120,000 Fiscal Year: 2010-2011

Budget Classifications:

Unit-331-54125-221067-430101 in the amount of \$92,000

Unit-353-54125-221021-494033 in the amount of \$16,000

Unit-115-54125-221257-000785 in the amount of \$12,000

Source of Funds: Title I-ARRA, Title II-Teacher Quality, General Education Fund

See attached for purchase order summary and detailed budget lines.

All ARRA & Teacher Quality funds must be expended by August 31, 2011.

CFDA#: Not Applicable

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Purchase Order Summary

Unit	Full School Name	Date	Amount	PO #	Date	Budget Classification Line
23421	Ariel Elementary Community Academy	11/17/2010	\$ 12,000	2057335	11/29/10	23421-331-54125-221067-430101
23401	William P Gray Elementary School	11/17/2010	\$ 12,000	2057289	11/29/10	23401-331-54125-221067-430101
23561	Bret Harte Elementary School	11/17/2010	\$ 12,000	2072061	1/7/11	23561-331-54125-221067-430101
29181	James E McDade Elementary Classical School	11/17/2010	\$ 12,000	2058576	12/1/10	29181-331-54125-221067-430101
24731	William B Ogden Elementary School	11/17/2010	\$ 12,000	2057399	11/29/10	24731-115-54125-221257-000785
24851	Louis Pasteur Elementary School	11/17/2010	\$ 12,000	2056386	11/24/10	24851-331-54125-221067-430101
23561	Bret Harte Elementary School	3/8/2011	\$ 8,000	2100555	3/9/11	23561-331-54125-221067-430101
23421	Ariel Elementary Community Academy	3/8/2011	\$ 8,000	2101614	3/11/11	23421-331-54125-221067-430101
23401	William P Gray Elementary School	3/8/2011	\$ 8,000	2100735	3/10/11	23401-331-54125-221067-430101
24851	Louis Pasteur Elementary School	3/8/2011	\$ 8,000	2100914	3/10/11	24851-331-54125-221067-430101
24731	William B Ogden Elementary School	3/15/2011	\$ 8,000	-	-	24731-353-54125-221021-494033
29181	James E McDade Elementary Classical School	3/15/2011	\$ 8,000	-	-	29181-353-54125-221021-494033
Total			\$ 120,000			

Note: A blank denotes that the school has not yet opened the PO for services provided

Compass Learning PO Info

Unit #	PO #	Unit	PO amount	PO #	Date	School Name	Budget Classification
							23341-225-53306-119045-000703
23341	2102679	Goethe	\$25,000	2102679	3/14/11	Johann W von Goethe Elementary School	23341-331-53306-221067-430101
23291	2100528	Funston	\$15,000	2100528	3/9/11	Frederick Funston Elementary School	23291-332-53306-390011-430112
23291	2100172	Funston	\$10,000	2100172	3/9/11	Frederick Funston Elementary School	23291-115-53306-221257-000785
31221	2096171	Sumner	\$8,150	2096171	3/1/11	Charles Sumner Math & Science Community Acad ES	31221-332-53306-221257-430112
							22651-115-53306-119010-000219
22651	2096125	Cassell	\$25,000	2096125	3/1/11	George F Cassell Elementary School	22651-115-53306-221257-000785
							24511-225-53306-119015-000703
24511	2093123	Mitchell	\$25,000	2093123	2/25/11	Ellen Mitchell Elementary School	24511-332-53306-221021-430112
26451	2091364	Brighton Park	\$500	2091364	2/18/11	Brighton Park Elementary School	26451-332-53306-221257-430112
							25211-115-53306-221067-430101
25211	2091279	Sauganash	\$25,000	2091279	2/18/11	Sauganash Elementary School	25211-331-53306-221067-430101
							29271-225-53306-119010-000703
29271	2090327	Sayre	\$25,000	2090327	2/17/11	Harriet E Sayre Elementary Language Academy	29271-331-53306-221067-430101
							29361-225-53306-119045-000703
29361	2088250	Lenart	\$5,000	2088250	2/14/11	Lenart Elementary Regional Gifted Center	29361-115-53306-211204-000219
							29171-115-53306-211204-000785
29171	2087298	Jackson	\$10,150	2087298	2/10/11	Andrew Jackson Elementary Language Academy	29171-115-53306-211204-000785
24281	2087217	Lyon	\$10,000	2087217	2/10/11	Mary Lyon Elementary School	24281-331-53306-221067-430101
24281	2087216	Lyon	\$15,000	2087216	2/10/11	Mary Lyon Elementary School	24281-225-53306-119015-000703
22321	2087029	Bridge	\$15,000	2087029	2/10/11	Norman A Bridge Elementary School	22321-331-53306-221067-430101
22321	2087028	Bridge	\$10,000	2087028	2/10/11	Norman A Bridge Elementary School	22321-225-53306-119010-000703
							22391-225-53306-119010-000703
							22391-331-53306-221067-430101
22391	2086943	Budlong	\$25,000	2086943	2/9/11	Lyman A Budlong Elementary School	22391-332-53306-221257-430112
							24361-225-53306-119045-000703
							24361-225-53405-241006-000703
24361	2086910	Marsh	\$25,000	2086910	2/9/11	John L Marsh Elementary School	24361-332-53306-221257-430112
							29291-115-53306-221257-000785
29291	2086603	Stone	\$25,000	2086603	2/9/11	Stone Elementary Scholastic Academy	29291-124-53306-221257-002239
							25401-331-53306-221067-430101
25401	2085840	Smyser	\$25,000	2085840	2/8/11	Washington D Smyser Elementary School	25401-332-53306-119045-430106
							25301-331-53306-221067-430101
25301	2085235	Seward	\$25,000	2085235	2/7/11	William H Seward Communication Arts Academy ES	25301-331-53306-221067-430101
23491	2084179	Hale	\$10,000	2084179	2/4/11	Nathan Hale Elementary School	23491 115-53306-119023-001011

							23931-225-53306-119015-000703 23931-225-53306-119016-000703 23931-331-53306-221067-430101
23931	2083847	Jamieson	\$25,000	2083847	2/2/11	Minnie Mars Jamieson Elementary School	
29361	2083169	Lenart	\$20,000	2083169	2/1/11	Lenart Elementary Regional Gifted Center	29361-331-53306-221067-430101
26781	2082274	Talman	\$5,000	2082274	1/28/11	Talman Elementary School	26781-225-53306-119045-000703
26781	2082266	Talman	\$20,000	2082266	1/28/11	Talman Elementary School	26781-332-53306-221257-430112
23491	2081981	Hale	\$15,000	2081981	1/28/11	Nathan Hale Elementary School	23491-331-53306-221067-430101
26451	2081701	Brighton Park	\$7,500	2081701	1/27/11	Brighton Park Elementary School	26451-332-53306-221257-430112
25751	2081580	Ward	\$25,000	2081580	1/27/11	James Ward Elementary School	25751-225-53306-119045-000703 25751-331-53306-221067-430101
23651	2081449	Healy	\$25,000	2081449	1/27/11	Robert Healy Elementary School	23651-225-53305-119010-000703 23651-331-53306-221067-430101
25771	2081412	Washington, G.	\$25,000	2081412	1/27/11	George Washington Elementary School	25771-115-53306-119015-000648 25771-331-53306-221067-430101
25361	2081325	Shields	\$25,000	2081325	1/27/11	James Shields Elementary School	25361-331-53306-221067-430101 25361-332-53306-119045-430106
23401	2081293	Gray	\$25,000	2081293	1/27/11	William P Gray Elementary School	23401-115-53306-119035-000648 23401-331-53306-221067-430101
23421	2077005	Ariel	\$7,500	2077005	1/19/11	Ariel Elementary Community Academy	23421-115-53306-221257-000785 23421-225-53306-119045-000703
24771	2076679	Oriole Park	\$10,150	2076679	1/19/11	Oriole Park Elementary School	24771-115-53306-211204-000785
22601	2074578	Carson	\$16,050	2074578	1/12/11	Rachel Carson Elementary School	24771-124-53306-119035-002239
22601	2074576	Carson	\$7,950	2074576	1/12/11	Rachel Carson Elementary School	22601-331-53306-221067-430101
22601	2074575	Carson	\$1,000	2074575	1/12/11	Rachel Carson Elementary School	22601-332-53306-119015-430106
10440	2068411	AMPS	\$8,950	2068411	12/28/11	Office of Autonomous Schools	22601-331-53306-111125-430101
10440	2053741	AMPS	\$7,950	2053741	11/18/11	Office of Autonomous Schools	10440-331-53306-221067-430101
24851	2052409	Pasteur	\$25,000	2052409	11/16/11	Louis Pasteur Elementary School	24851-115-53306-119035-000000
10445	2031156	AMPS	\$4,224	2031156	9/28/11	Office of Autonomous Schools	24851-331-53306-221067-430101
10445	2025985	AMPS	\$11,250	2025985	9/17/11	Office of Autonomous Schools	10445-115-53306-221257-000785
22091	2014259	Audubon	\$25,000	2014259	8/20/11	John J Audubon Elementary School	22091-115-54125-211204-000648
		Sumner	\$2,000			Office of Autonomous Schools	22091-115-54125-211204-000785
10440		Ravenswood	\$8,540			#N/A	10440-332-53306-221257-430112
10440		AMPS - Planned	\$39,600			Office of Autonomous Schools	10440-332-53306-221257-430112
		Total	\$751,464				

11-0427-PR25

FINAL

APPROVE PAYMENT TO RACHEL CURTIS FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Rachel Curtis for consulting services provided to the Office of Autonomous Schools and Area 54 schools from July 1, 2010 through June 30, 2011 in the total amount of \$66,708 of which \$44,435.95 has already been paid. The balance remaining to be paid is \$22,272.05. The total authorized amount is inclusive of all reimbursable expenses. These services were obtained without prior Board approval and the majority of services have been completed.

VENDOR:

- 1) Vendor # 99025
 CURTIS, RACHEL E
 73 CASS STREET
 BOSTON, MA 02132
 Rachel Curtis
 617-293-3988

USER:

Office of Autonomy
 125 S Clark
 Chicago, IL 60603

Contact : Jacqueline Statum
 Phone: 773-553-3767

SCOPE OF SERVICES:

Consultant provided professional development to school and district leaders on school improvement, including: 1) Professional development for principals and aspiring principals on improving student achievement, successfully leading instructional staff towards performance goals, and utilizing data to inform instruction; 2) Professional development to expose high-performing principals to best practices for achieving system-wide school improvement; and 3) Customized support to the AMPS CAO to develop strategy for raising student achievement area-wide and improving principal leadership.

DELIVERABLES:

Consultant designed and delivered professional development to selected AMPS school assistant principals as part of the Aspiring Principals Program (APP).
 Consultant designed and delivered professional development to selected AMPS principals as part of the Developing System Leaders (DSL) program.
 Consultant provided support to AMPS Chief Area Officer and staff in the development of improving principal leadership.

OUTCOMES:

Consultant's services resulted in developing a pipeline of high-performing principal candidates and district leaders. Also, in partnership the AMPS Office, consultant's services resulted in principals being better equipped with strategies for leading school improvement.

COMPENSATION:

Consultant shall be paid the sum of \$66,708, inclusive of all reimbursable expenses (travel, lodging, meals).

AFFIRMATIVE ACTION:

A review of MBE/WBE performance was precluded due to services being rendered prior to Board Approval.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charged to various units: \$66,708 Fiscal Year 2010-2011

Budget Classifications:

Unit-115-54125-221257-000785	\$18,059
Unit-115-54125-221257-000000	\$ 5,634
Unit-353-54125-221021-494033	\$ 7,952
Unit-353-54125-221307-528408	\$18,424
Unit-353-54125-221257-494033	\$16,639

Source of funds: Title I-ARRA, Title I Regular, General Education, Title II

See attached for purchase order summary and detailed budget lines.
 All ARRA and Title I Regular funds must be expended by August 31, 2011

CFDA#: Not Applicable

		PO #	Date	Unit Description	Budget Classification
Rachel Curtis	\$ 7,952.71	2087816	2/11/10	John C Dore School	23001-353-54125-221021-494033
Rachel Curtis	\$ 3,103.33	2003880	7/22/10	Office of Autonomous Schools	10445-115-54125-221257-000785
Rachel Curtis	\$ 5,835.11	2007732	8/3/10	Office of Autonomous Schools	10445-115-54125-221257-000785
Rachel Curtis	\$ 9,121.02	2020285	9/3/10	Office of Autonomous Schools	10445-115-54125-221257-000785
Rachel Curtis	\$ 9,306.03	2068153	12/27/11	Leadership Development and Support	11110-353-54125-221307-528408
Rachel Curtis	\$ 9,117.75	2068678	12/29/11	Leadership Development and Support	11110-353-54125-221307-528408
Rachel Curtis	\$ 5,634.34	TBD	TBD	Office of Autonomous Schools	10440-115-54125-221257-000000
Rachel Curtis	\$ 7,138.63	TBD	TBD	Office of Autonomous Schools	10440-353-54125-221257-494033
Rachel Curtis	\$ 9,500.00	TBD	TBD	Office of Autonomous Schools	10440-353-54125-221257-494033

Total \$ 66,708.92

11-0427-PR26

APPROVE PAYMENT TO DAVID GHOOGASIAN FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to David Ghoogasian for consulting services provided to the Office of Autonomous Schools and Area 54 schools from September 26, 2010 through June 30, 2011 in the total amount of \$71,950 of which \$52,275 has been paid. The balance remaining to be paid is \$19,675. These services were obtained without prior Board approval and the majority of the services have been completed

VENDOR:

- 1) Vendor # 88956
GHOOGASIAN, DAVID R
289
WHITTIER, CA 90601
David Ghoogasian
562-463-0460

USER:

Office of Autonomy
125 S Clark
Chicago, IL 60603

Contact : Jacqueline Statum
Phone: 773-553-3767

SCOPE OF SERVICES:

Consultant provided targeted support to AMPS schools on the following topics: 1) Implementation of Pyramid Module (Response to Intervention) training; 2) Analyzing Measure of Academic Progress (NWEA-MAP) Assessment, to achieve improved student outcomes; and 3) Strategies for brain-compatible instruction and to differentiate instruction to meet student needs.

DELIVERABLES:

Consultant delivered professional development at the following events:
--AMPS Summer Summit 2010 and 2011
--Pyramid (Response of Intervention) Module Training for targeted cohort of schools (3 sessions)
--In-school customized professional development.

OUTCOMES:

Consultant's services will result in participating schools being able to begin implementation of and monitor Professional Learning Communities and Response to Intervention frameworks, thus increasing the percentage of students meeting individual growth targets.

COMPENSATION:

Consultant shall be paid the sum of: \$71,950.

AFFIRMATIVE ACTION:

A review of MBE/WBE participation was precluded due to services being rendered prior to Board approval.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charged to various school units: \$71,950 Fiscal Year: 2010-2011
Budget Classifications:
Unit-353-54125-221021-494033 in the amount of \$49,900
Unit-115-54125-221257-000785 in the amount of \$14,000
Unit-331-54125-221067-430101 in the amount of \$8,050
Source of Funds: Title I-ARRA, Title II-Teacher Quality, General Education Fund

See attached for purchase order summary.
All ARRA & Teacher Quality funds must be expended by August 31, 2011.

CFDA#: Not Applicable

PO Summary

Unit	Amount	PO #	Date	Unit Description	Budget Classification
29161	\$ 1,387.50	2112921	3/30/2011	LaSalle Elementary Language Academy	29161-353-54125-221021-494033
46431	\$ 2,775.00	2110885	3/25/2011	North-Grand High School	46431-353-54125-221021-494033
25211	\$ 2,775.00	2091301	2/18/2011	Sauganash Elementary School	25211-353-54125-221021-494033
47051	\$ 2,775.00	2088021	2/11/2011	Gwendolyn Brooks College Preparatory Aca	47051-353-54125-221021-494033
53101	\$ 5,550.00	2088357	2/14/2011	Marie Sklodowska Curie Metropolitan High	53101-353-54125-221021-494033
46431	\$ 2,775.00	2054459	11/19/2010	North-Grand High School	46431-331-54125-221067-430101
46431	\$ 5,275.00	2054458	11/19/2010	North-Grand High School	46431-331-54125-221067-430101
10445	\$ 2,775.00	2051714	11/15/2010	Office of Autonomous Schools	10445-353-54125-221021-494033
22201	\$ 1,387.50	2049868	11/9/2010	Jean Baptiste Beaubien Elementary School	22201-353-54125-221021-494033
10445	\$ 11,100.00	2038018	10/14/2010	Office of Autonomous Schools	10445-353-54125-221021-494033
10445	\$ 11,100.00	2030100	9/27/2010	Office of Autonomous Schools	10445-115-54125-221257-000785
46431	\$ 2,900.00	2025831	9/17/2010	North-Grand High School	46431-115-54125-119035-000000
10440	\$ 8,275.00	TBD	TBD	Office of Autonomous Schools	10440-353-54125-221257-494033
10440	\$ 11,100.00	TBD	TBD	Office of Autonomous Schools	10440-353-54125-221257-494033
\$ 71,950.00					

11-0427-PR27

APPROVE PAYMENT TO HUMAN CAPITAL DEVELOPMENT FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Human Capital Development, LLC who provided consulting services to the Office of Autonomous Schools and Area 54 schools from October 1, 2010 to March 30, 2011 in the amount of \$120,000. These services were rendered without prior Board approval and all services have been completed.

VENDOR:

- 1) Vendor # 67413
HUMAN CAPITAL DEVELOPMENT, LLC
3954 MALBEC DRIVE.
GAHANNA, OH 43230
Monica Hummons
614-940-9937

USER:

Office of Autonomy
125 S Clark
Chicago, IL 60603

Contact : Jacqueline Statum
Phone: 773-553-3767

SCOPE OF SERVICES:

In partnership with AMPS Office, Consultant conducted school diagnostic visits at various AMPS schools to assess strengths and opportunity areas of the school principals, teaching staff, and instructional practices.

DELIVERABLES:

Consultant developed the protocol for the school visits and reports, lead teams conducting the 2-day school diagnostic visits, and provided an evidence-based report following each visit which included findings on the following topics:

- Achievement Summary
- Leadership
- Teaching and learning
- School culture

OUTCOMES:

Consultant's services resulted in targeted and specific action plans to improve student achievement at schools that participated in the diagnostic visits.

COMPENSATION:

Consultant shall be paid the sum of \$120,000.

AFFIRMATIVE ACTION:

A review of MBE/WBE participation was precluded due to completed contract performance.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charged to various school units: \$120,000 Fiscal Year: 2010-2011
Budget Classifications:
Unit-331-54125-221067-430101 in the amount of \$82,500
Unit-353-54125-221021-494033 in the amount of \$32,500
Unit-115-54125-230001-000785 in the amount of \$5,000
Source of Funds: Title I-ARRA, Title II-Teacher Quality, General Education Fund

See attached for purchase order summary and budget line details.
All ARRA & Teacher Quality funds must be expended by August 31, 2011.

CFDA#: Not Applicable

Purchase Order Summary

Unit	Unit Name	Date	School/Vendor	Amount	PO #	Date	Budget Classification
10445	Office of Autonomy	10/21/2010	Monica Hummons	\$ 2,500.00	2041111	10/21/10	10445-353-54125-221021-494033
10445	Office of Autonomy	10/21/2010	Monica Hummons	\$ 12,500.00	2041116	10/21/10	10445-353-54125-221021-494033
10440	Office of Autonomy	12/29/2010	Monica Hummons	\$ 2,500.00	2070547	1/5/11	10440-115-54125-230001-000000
10440	Office of Autonomy	12/29/2010	Monica Hummons	\$ 2,500.00	2064937	10/14/10	10440-115-54125-230001-000000
10445	Office of Autonomy	1/20/2011	Monica Hummons	\$ 5,000.00	2078126	1/20/11	10445-353-54125-221021-494033
47051	Gwendolyn Brooks High School	10/21/2010	Brooks	\$ 7,500.00	2046815	11/3/10	47051-331-54125-221067-430101
23561	Bret Harte Elementary School	10/21/2010	Harte	\$ 7,500.00	2046917	11/3/10	23561-331-54125-221067-430101
25431	Hannah G Solomon Elementary School	10/21/2010	Solomon	\$ 7,500.00	2046441	11/2/10	25431-331-54125-221067-430101
23161	James B Farnsworth Elementary School	11/2/2010	Farnsworth	\$ 7,500.00	2049036	11/8/10	23161-331-54125-221067-430101
25361	James Shields Elementary School	11/2/2010	Shields	\$ 7,500.00	2049202	11/8/10	25361-331-54125-221067-430101
23041	John F Eberhart Elementary School	11/30/2010	Eberhart	\$ 7,500.00	2061794	12/7/10	23041-331-54125-221067-430101
23341	Johann W von Goethe Elementary School	11/30/2010	Goethe	\$ 7,500.00	2069185	12/31/10	23341-331-54125-221067-430101
23431	Nathanael Greene Elementary School	11/30/2010	Greene	\$ 7,500.00	2063440	12/10/10	23431-331-54125-221067-430101
29141	Galileo Math & Science Scholastic Acad	12/2/2010	Galileo	\$ 7,500.00	2059801	12/2/10	29141-331-54125-221067-430101
23491	Nathan Hale Elementary School	12/15/2010	Hale	\$ 7,500.00	2071641	1/7/11	23491-331-54125-221067-430101
25231	Sidney Sawyer Elementary School	12/15/2010	Sawyer	\$ 7,500.00	2069958	1/4/11	25231-331-54125-221067-430101
23651	Robert Healy Elementary School	1/20/2011	Healy	\$ 5,000.00	2085141	2/7/11	23651-353-54125-221021-494033
25061	Ravenswood Elementary School	1/20/2011	Ravenswood	\$ 7,500.00	2099815	3/9/11	25061-353-54125-221021-494033
Total				\$ 120,000.00			

11-0427-PR28

FINAL

APPROVE PAYMENT TO MIND RESEARCH INSTITUTE FOR THE PURCHASE OF SOFTWARE SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to MIND Research Institute for the purchase of software services for Area 54 schools in the total amount of \$329,000 of which \$298,500 has already been paid. The balance remaining to be paid is \$32,500. This purchase was ordered without prior Board approval and all software has been received. Purchase orders (see attachment) were issued for this purchase.

VENDOR:

- 1) Vendor # 67737
MUSIC INTELLIGENCE NEURAL
DEVELOPMENT INSTITUTE DBA MIND
RESEARCH INSTITUTE
3631 SOUTH HARBOR BLVD., STE 200
SANTA ANA, CA 92704
Maria Bretin
714-751-5443

USER:

Office of Autonomy
125 S Clark
Chicago, IL 60603

Contact : Jacqueline Statum
Phone: 773-553-3767

DESCRIPTION OF PURCHASE:

Vendor provided software licenses for ST Math, an online program that provides supplemental learning in math. ST Math is a program which employs the learners' spatial temporal reasoning abilities to explain, understand, and solve multi-step math problems. The language barrier to learning math is eliminated, and the program has proven uniquely engaging and effective with students at every level of math and language proficiency.

AFFIRMATIVE ACTION:

A review of MBE/WBE participation was precluded due to services being rendered prior to Board approval.

LSC REVIEW:

Local School Council approval has been provided.

FINANCIAL:

Charged to various units: \$329,000 Fiscal Year: 2010-2011

Budget Classifications:

Unit-331-53306-various-430101 in the amount of \$122,250

Unit-332-53306-various-430112 in the amount of \$92,750

Unit-115-53306-various-000785 in the amount of \$73,000

Unit-353-53306-various-494033 in the amount of \$25,000

Unit-225-53306-various-000703 in the amount of \$18,000

Source of Funds: Title I-ARRA, Title I-Regular, General Education, Title II-Teacher Quality, Supplemental

General State Aid

See attached for purchase order summary and detailed budget lines.

All Title I and Title II funds must be expended by August 31, 2011.

CFDA#: Not Applicable

PO Info													
PO #	Unit	PO amount	PO #	Date	School Name	Budget Classification							
2102041	Lasalle	\$ 3,250	2102041	3/11/11	LaSalle Elementary Language Academy	29161-331-53306-221067-430101		\$ 3,250					
2101974	Jamieson	\$ 3,250	2101974	3/11/11	Minnie Mars Jamieson Elementary School	23931-332-53306-221021-430112				\$ 3,250			
2097310	Dore	\$ 5,000	2097310	3/3/11	John C Dore Elementary School	23001-115-53306-119035-000648	\$ 5,000						
2093201	Dore	\$ 4,000	2093201	2/24/11	John C Dore Elementary School	23001-115-53306-221257-000785	\$ 4,000						
2090002	Ray	\$ 23,000	2090002	2/16/11	William H Ray Elementary School	25071-225-53306-119045-000703				\$ 21,000	\$ 2,000		
2089955	Ravenswood	\$ 15,000	2089955	2/16/11	Ravenswood Elementary School	25071-332-53306-221257-430112				\$ 15,000			
2087852	Carson	\$ 16,000	2087852	2/11/11	Rachel Carson Elementary School	22601-332-53306-119016-430106				\$ 16,000			
2083831	AMPS	\$ 25,000	2083831	2/1/11	Office of Autonomy	22601-332-53306-221257-430112							\$ 25,000
2082655	Darwin	\$ 15,000	2082655	1/31/11	Charles R Darwin Elementary School	10445-353-53306-221021-494033							
2081668	Zapata	\$ 5,000	2081668	1/27/11	Emiliano Zapata Elementary Academy	22881-115-53306-221257-000785	\$ 11,000				\$ 4,000		
2081667	Zapata	\$ 10,000	2081667	1/27/11	Emiliano Zapata Elementary Academy	23611-332-53306-221257-430112			\$ 5,000				
2077587	Ogden	\$ 18,000	2077587	1/20/11	William B Ogden Elementary School	23611-225-53306-119016-000703						\$ 10,000	
2075672	Gray	\$ 15,000	2075672	1/14/11	William P Gray Elementary School	24731-115-53306-119035-000785	\$ 18,000						
2044172	Bridge	\$ 10,000	2044172	10/28/10	Norman A Bridge Elementary School	24731-115-53306-221257-000785	\$ 15,000						
2040583	Mitchell	\$ 10,000	2040583	10/20/10	Ellen Mitchell Elementary School	23401-115-53306-119035-000648			\$ 10,000				
2040239	NTA	\$ 10,000	2040239	10/19/10	National Teachers Elementary Academy	22321-331-53306-111125-430101			\$ 10,000				
2040236	Salazar	\$ 10,000	2040236	10/19/10	Rueben Salazar Elementary Bilingual Center	24511-331-53306-111125-430101			\$ 10,000				
2039999	Ravenswood	\$ 10,000	2039999	10/19/10	Ravenswood Elementary School	32031-331-53306-111125-430101			\$ 10,000				
2035383	Ariel	\$ 10,000	2035383	10/7/10	Ariel Elementary Community Academy	30101-331-53306-111125-430101			\$ 10,000				
2033666	Prussing	\$ 10,000	2033666	10/4/10	Ernst Prussing Elementary School	25031-331-53306-111125-430101			\$ 10,000				
2032720	Clissold	\$ 10,000	2032720	10/1/10	Henry R Clissold Elementary School	22761-115-53306-111125-000785	\$ 10,000						
2027115	Carson	\$ 9,000	2027115	9/21/10	Rachel Carson Elementary School	22601-331-53306-111125-430101			\$ 9,000				
2025579	Zapata	\$ 10,000	2025579	9/16/10	Emiliano Zapata Elementary Academy	23611-331-53306-111125-430101			\$ 10,000				
2025502	Darwin	\$ 10,000	2025502	9/16/10	Charles R Darwin Elementary School	22881-331-53306-111125-430101			\$ 10,000				
2024278	Harte	\$ 10,000	2024278	9/15/10	Bret Harte Elementary School	23561-331-53306-111125-430101			\$ 10,000				
2023240	Cassell	\$ 10,000	2023240	9/13/10	George F Cassell Elementary School	22651-115-53306-111125-000785	\$ 10,000						
2022194	Gray	\$ 10,000	2022194	9/9/10	William P Gray Elementary School	23401-331-53306-111125-430101			\$ 10,000				
	AMPS - Planned	\$ 32,500			Office of Autonomy	10440-332-53306-221257-430112				\$ 32,500			
	Total	\$ 329,000						\$ 73,000	\$ 122,250	\$ 92,750	\$ 16,000	\$ 25,000	

11-0427-PR29

APPROVE PAYMENT TO CHRIS WEBER FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Chris Weber who provided consulting services to the Office of Autonomous Schools and Area 54 schools from September 17, 2010 continuing through June 30, 2011 in the total amount of \$130,719 of which \$91,678 has already been paid. The balance remaining to be paid is \$39,041. These services were obtained without prior Board approval and the majority of the services have been completed.

VENDOR:

- 1) Vendor # 65705
WEBER, CHRISTOPHER ARON
5804 CAMINO NUBES
SAN CLEMENTE, CA 92673
Chris Weber
949-290-3645

USER:

Office of Autonomy
125 S Clark
Chicago, IL 60603

Contact : Jacqueline Statum
Phone: 773-553-3767

SCOPE OF SERVICES:

Chris Weber provided professional development to AMPS schools on the following topics: 1) Building and sustaining systems of interventions (RTI); 2) Navigating the steps by which schools will improve all students' learning through incorporating aspects of RTI; and 3) Coupling data from NWEA-MAP testing with implementation of RTI.

DELIVERABLES:

Consultant delivered customized in-school professional development to principals and teachers on the following topics:
--Building and sustaining systems of interventions (RTI)--Navigating the steps by which schools will improve all students' learning through incorporating aspects of RTI.--Coupling data from NWEA-MAP testing with implementation of RTI.

In partnership with AMPS Office Consultant delivered professional development to all AMPS schools at the RtI module professional development sessions.

OUTCOMES:

Consultant's services resulted in improved implementation of differentiated instruction at all AMPS schools, greater understanding of RtI from school leadership and staff, sharing of best practices, and improved student outcomes across all tiers.

COMPENSATION:

Consultant shall be paid the sum of \$130,719.

AFFIRMATIVE ACTION:

A review of MBE/WBE participation was precluded due to services being rendered prior to Board approval.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charged to various units: \$130,719
Budget Classifications:
Unit-353-54125-221021-494033 in the amount of \$112,703
Unit-331-54125-221067-430101 in the amount of \$15,716
Unit-115-54125-221257-000785 in the amount of \$2,300
Source of Funds: Title II-Teacher Quality, Title I-ARRA, General Education Funds

See attached for purchase order summary & detailed budget lines.
All ARRA & Teacher Quality funds must be expended by August 31, 2011.

CFDA#: Not Applicable

PO Summary

Unit #	Unit Description	PO #	Amount	Date	Budget Classification
10445	Office of Autonomy	2034860	\$ 9,200.00	10/6/10	10445-353-54125-221021-494033
10445	Office of Autonomy	2041119	\$ 2,300.00	10/21/10	10445-353-54125-221021-494033
10445	Office of Autonomy	2066677	\$ 1,150.00	12/17/10	10445-353-54125-221021-494033
10445	Office of Autonomy	2066676	\$ 1,150.00	12/17/10	10445-353-54125-221021-494033
10445	Office of Autonomy	2066675	\$ 2,300.00	12/17/10	10445-353-54125-221021-494033
10445	Office of Autonomy	2066674	\$ 2,300.00	12/17/10	10445-353-54125-221021-494033
10445	Office of Autonomy	2066653	\$ 2,300.00	12/17/10	10445-353-54125-221021-494033
10445	Office of Autonomy	2089014	\$ 767.00	2/15/11	10445-353-54125-221021-494033
10440	Office of Autonomy		\$ 21,467.00		10440-353-54125-221257-494033
10440	Office of Autonomy		\$ 9,200.00		10440-353-54125-221257-494033
20071	Columbia Explorers Elementary Academy	2068900	\$ 1,150.00	12/30/10	20071-353-54125-221021-494033
22021	Jane Addams Elementary School	-	\$ 767.00	-	22021-353-54125-221021-494033
22021	Jane Addams Elementary School	-	\$ 1,150.00	-	22021-353-54125-221021-494033
22021	Jane Addams Elementary School	2086924	\$ 575.00	2/9/11	22021-353-54125-221021-494033
22481	John C Burroughs Elementary School	2057858	\$ 2,300.00	11/30/10	22481-353-54125-221021-494033
22481	John C Burroughs Elementary School	2057857	\$ 2,300.00	11/30/10	22481-353-54125-221021-494033
22481	John C Burroughs Elementary School	2084880	\$ 2,300.00	2/7/11	22481-353-54125-221021-494033
22601	Rachel Carson Elementary School	2069434	\$ 1,150.00	1/3/11	22601-353-54125-221021-494033
22881	Charles R Darwin Elementary School	2060339	\$ 1,150.00	12/3/10	22881-353-54125-221021-494033
22881	Charles R Darwin Elementary School	2070588	\$ 1,150.00	1/5/11	22881-353-54125-221021-494033
22881	Charles R Darwin Elementary School	2085646	\$ 1,533.00	2/8/11	22881-353-54125-221021-494033
22901	Charles Gates Dawes Elementary School	2059067	\$ 767.00	12/2/10	22901-353-54125-221021-494033
22901	Charles Gates Dawes Elementary School	2065679	\$ 1,150.00	12/16/10	22901-353-54125-221021-494033
22901	Charles Gates Dawes Elementary School	2084869	\$ 2,300.00	2/7/11	22901-353-54125-221021-494033
23341	Johann W von Goethe Elementary School	2069184	\$ 1,150.00	12/31/10	23341-353-54125-221021-494033
23401	William P Gray Elementary School	2059855	\$ 2,300.00	12/3/10	23401-353-54125-221021-494033
23491	Nathan Hale Elementary School	2069399	\$ 767.00	1/3/11	23491-353-54125-221021-494033
24591	Mount Greenwood Elementary School	2059058	\$ 767.00	12/2/10	24591-353-54125-221021-494033
24591	Mount Greenwood Elementary School	2069502	\$ 767.00	1/3/11	24591-353-54125-221021-494033
24731	William B Ogden Elementary School	2059492	\$ 1,150.00	12/2/10	24731-353-54125-221021-494033
24731	William B Ogden Elementary School	2088630	\$ 2,300.00	2/14/11	24731-353-54125-221021-494033
24771	Oriole Park Elementary School	2065172	\$ 767.00	12/15/10	24771-353-54125-221021-494033
24921	Harold Washington Elementary School	2063020	\$ 767.00	12/9/10	24921-353-54125-221021-494033
24921	Harold Washington Elementary School	2086273	\$ 4,408.00	2/8/11	24921-353-54125-221021-494033
25061	Ravenswood Elementary School	-	\$ 1,150.00	-	25061-353-54125-221021-494033
25061	Ravenswood Elementary School	2069596	\$ 766.00	1/3/11	25061-353-54125-221021-494033
25061	Ravenswood Elementary School	2087749	\$ 1,150.00	2/11/11	25061-353-54125-221021-494033
25061	Ravenswood Elementary School	2087750	\$ 767.00	2/11/11	25061-353-54125-221021-494033
25061	Ravenswood Elementary School	-	\$ 1,150.00	-	25061-353-54125-221021-494033
25071	William H Ray Elementary School	2066622	\$ 1,150.00	12/17/10	25071-353-54125-221021-494033
25071	William H Ray Elementary School	-	\$ 1,150.00	-	25071-353-54125-221021-494033
24731	William B Ogden Elementary School	-	\$ 2,300.00	-	24731-353-54125-221021-494033

25771	George Washington Elementary School	2058567	\$ 767.00	12/1/10	25771-353-54125-221021-494033
25771	George Washington Elementary School	2070975	\$ 1,150.00	1/6/11	25771-353-54125-221021-494033
29141	Galileo Math & Science Scholastic Academy ES	2064992	\$ 1,150.00	12/14/10	29141-353-54125-221021-494033
29171	Andrew Jackson Elementary Language Academy	2121328	\$ 4,600.00	-	29171-353-54125-221021-494033
29221	Phillip Murray Elementary Language Academy	2065452	\$ 767.00	12/15/10	29221-353-54125-221021-494033
29231	Walter L Newberry Math & Science Academy ES	2069426	\$ 1,150.00	1/3/11	29231-353-54125-221021-494033
29231	Walter L Newberry Math & Science Academy ES	-	\$ 767.00	-	29231-353-54125-221021-494033
29251	John J Pershing Elementary Humanities Magnet	2059263	\$ 1,150.00	12/2/10	29251-353-54125-221021-494033
29291	Stone Elementary Scholastic Academy	2042217	\$ 767.00	10/25/10	29291-353-54125-221021-494033
29291	Stone Elementary Scholastic Academy	2065348	\$ 1,150.00	12/15/10	29291-353-54125-221021-494033
30071	Blair Early Childhood Center	2085312	\$ 767.00	2/7/11	30071-353-54125-221021-494033
46101	Solario High School	2088059	\$ 1,150.00	2/11/11	46101-353-54125-221021-494033
46211	Lake View High School	2072985	\$ 766.00	1/10/11	46211-353-54125-221021-494033

\$ 130,719.00

Note: a blank denotes that the school has not yet opened the PO for services provided

11-0427-PR30

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENTS WITH VARIOUS
AUDITING FIRMS FOR INTERNAL AUDITING SERVICES FOR THE SCHOOL BASED PROGRAM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreements with the various auditing firms to provide Internal Auditing Services for the School Based Program with the Department of Audit Services at an aggregate cost for the option period not to exceed \$150,000. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 09-250007
Contract Administrator : Pamela Seanior / 773-553-2253

USER:

Department of Audit Services
125 S Clark St - 13th Floor
Chicago, IL 60603

Contact : Gina Gentile
Phone: 773-553-1459

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report #09-0527-PR19) in the amount of \$300,000 are for a term commencing upon execution and ending May 27, 2011, with the Board having 2 options to renew for 1 year periods. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of each agreement is being extended for a one-year term commencing May 28, 2011 and ending May 27, 2012.

OPTION PERIODS REMAINING:

There is 1 option period for 1 year remaining.

SCOPE OF SERVICES:

Vendors will continue to perform internal audits of individual school units and will provide recommendations for school staff to ensure compliance with Board rules as they relate to management of cash accounts, expense reimbursement, payroll and fixed assets. As necessary, the Director of Audit Services may request the vendors to perform special audits of programs or departments. The regular audit schedule consists of limited scope reviews, principal transition audits, and special scope audits.

DELIVERABLES:

Vendors will continue to provide individual detailed audit reports for identified individual school units, including specific findings and recommendations, or specific programs or departments.

OUTCOMES:

Vendors' services will result in specific relevant recommendations that will assist the schools and Board management in improving compliance with policies and procedures and will improve the effectiveness and efficiency of operations.

COMPENSATION:

Each Vendor shall be paid during the renewal term based on the hourly rates detailed in their respective agreements; total not to exceed \$150,000 in the aggregate for all Vendors.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize the Director of Audit Services to execute all ancillary documents required to administer or effectuate the option agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract and Category Goals method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis and will adhere to the required goals of 25% MBE and 15% WBE participation.

MBE Firms

Gerardo G. Liwanag & Assoc., CPA's
236 Waukegan Road
Glenview, IL 60025

Ragland & Associates, LLC
15525 South Park Ave., Ste. 111
South Holland, IL 60473

WBE Firms

Prado & Renteria CPA's
1837 S. Michigan Ave.
Chicago, IL 60616

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Department of Audit Services: FY11

10430-115-54125-252802-000000-2011 \$150,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

1) Vendor # 34148
GERARDO G. LIWANAG & ASSOC., CPA'S
236 WAUKEGAN ROAD
GLENVIEW, IL 60025
Gerardo Liawang
847-724-4331

3) Vendor # 26818
PRADO & RENTERIA CPA'S PROF.
1837 S MICHIGAN AVENUE
CHICAGO, IL 60616
Maria De J. Prado
312-567-1330

2) Vendor # 26085
OMOTOSHO & ASSOCIATES, CPA'S
1525 E 53RD ST., SUITE 620
CHICAGO, IL 60615-0000
Akin E. Omotosho
773-752-0035

4) Vendor # 66028
RAGLAND & ASSOCIATES, LLC
15525 SOUTH PARK AVE., STE 111
SOUTH HOLLAND, IL 60473-1380
Lawrence Ragland
708-333-0634

11-0427-PR31

**APPROVE ENTERING INTO AN AGREEMENT WITH JEFFERSON WELLS INTERNATIONAL, INC
FOR CONSTRUCTION AUDIT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Jefferson Wells International, Inc to provide Construction Auditing Services for the School Based Program with the Department of Audit Services. Consultant will be paid on a contingency fee basis. Consultant was selected on a competitive basis pursuant to a Request for Proposal (Specification Number 10-250063) A written agreement for these services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 10-250063
Contract Administrator : Pamela Seanior / 773-553-2254

CONSULTANT:

- 1) Vendor # 10639
JEFFERSON WELLS INTERNATIONAL,
INC
100 MANPOWER PLACE
MILWAUKEE, WI 53212
Suzanne P. Shaner
312-980-4900
312-980-4150
Suzanne.Shaner@Jeffersonwells.Com

USER:

Department of Audit Services
125 S Clark St - 13th Floor
Chicago, IL 60603

Contact : Leonard Moody
Phone: 773-553-1481

TERM:

The term of this agreement shall commence upon execution and end 24 months thereafter. This agreement shall have one option to renew for a two year period.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor shall provide the following services: Audits of individual construction contracts; identification of actual and potential overpayments, over charges, and failures to recoup reimbursable expenses, etc., that may have occurred due to complex inter-relationships of contracts; detailed reporting, including specific findings and recommendations with appropriate supporting documents; findings of potential cost recovery and cost savings; and tests necessary to establish the legitimacy, accuracy, and propriety of billings under the individual construction contracts.

DELIVERABLES:

Vendor shall provide audits of individual construction contracts, detailed reporting, including specific findings and recommendations with appropriate supporting documents.

OUTCOMES:

As a result of each review, the Consultant's services will result in specific relevant recommendations that will assist the Board in recovering overpayments; and improving compliance with policies and procedures and will improve the effectiveness and efficiency of operations.

COMPENSATION:

Consultant shall be paid a contingency fee based on recoveries; fee rate to be negotiated.

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 Director of Audit Services 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 Waiver Review Committee recommends a waiver of the WBE goal as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be waived due to the scope of services being not further divisible.

The following participation has been identified:

Total MBE - 25%

Benford Brown & Associates, LLC
8334 South Stony Island
Chicago, Illinois 60617
Attn: Kimi Ellen

Total WBE - 5%

Gladys-Wilson & Associates
3439 N. Harlem Ave.
Chicago, IL 60634
Attn: Adriana Wilson-Pawlow

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

No cost to the Chicago Public Schools
Fiscal Year: 2011 and 2012
Recovery of funds will be assigned to: Fund 115 and Capital Fund 436
Vendor Payment will be assigned to Audit Services:
10430-115-54105-252802-000000

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR32

**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH
RICHARD SEIDEL FOR ARCHIVAL SERVICES (OFFICE OF THE BOARD)**

THE OFFICE OF THE BOARD REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreement with Richard Seidel to provide archival services to the Office of the Board at a cost for the option period not to exceed \$25,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR:

- 1) Vendor # 34857
SEIDEL, RICHARD R
426 W. BRIAR PLACE, #3A
CHICAGO, IL 60657
Richard Seidel
773-281-4188

USER:
Board of Education
125 S Clark St - 6th Floor
Chicago, IL 60603

Contact : Estela Beltran
Phone: 773-553-1600

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 10-0428-PR24) was in the amount of \$25,000.00 for a term commencing July 1, 2010 and ending June 30, 2011, with the Board having 2 options to renew for periods of 1 year each. The original agreement was awarded on a non-competitive basis due to Consultant's experience in librarianship and archival administration.

OPTION PERIOD:

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

OPTION PERIODS REMAINING:

There is 1 option period remaining for 1 year.

SCOPE OF SERVICES:

The consultant will continue to oversee collection development, organization of materials, reference services to researchers and general oversight of Board archives.

DELIVERABLES:

The consultant will continue to provide monthly archive reports and meet with Board administration as requested

OUTCOMES:

Consultant's services will result in organization of various Board materials that are available for review and research.

COMPENSATION:

Consultant shall be paid during this option period as follows: at an hourly rate of \$50.00; total not to exceed the sum of \$25,000.00.

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

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of the Board:

10110-115-54125-231004-000000-2011 \$25,000 00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR33

APPROVE PAYMENT TO GREGORY BUTLER, THE BUTLER HOME IMPROVEMENT CONTRACTOR FOR THE PURCHASE OF CONTRACTOR SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Gregory Butler, The Butler Home Improvement Contractor for the purchase of Contractor Services for Dewey Elementary Academy of Fine Arts in the amount of \$2,500.00. This purchase was ordered without prior Board approval and all goods and services have been received. Vendor was selected on a non-competitive basis. Requisition # 6162507 was entered and pending approval for these services.

VENDOR: The Butler Home Improvement Contractor
9801 S. Woodlawn Street
Chicago, Illinois 60628
773-375-8965
Vendor # 52953

USER: Dewey Elementary Academy of Fine Arts
5415 S. Union Ave.,
Chicago, IL 60609
Eric R. Dockery, Principal
773-535-1666

DESCRIPTION OF PURCHASE:

Goods and Services: Repair and paint walls, trim and moldings in room 110 and repair and spot paint walls in rooms 102,111 and 202

Quantity: 1
Unit Price: \$2,500.00
Total Cost: \$2,500.00

AFFIRMATIVE ACTION: Not Applicable

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

FINANCIAL: Charge to Dewey Academy: \$2,500.00 Fiscal Year: 2011
Budget Classification: 22951-230-54105-254002-000

11-0427-PR34

FINAL

APPROVE PAYMENT TO SOUTHWEST YOUTH COLLABORATIVE FOR OUT-OF-SCHOOL TIME PROGRAMS AND SERVICES TO STUDENTS AND THEIR FAMILIES AT PECK SCHOOL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Southwest Youth Collaborative ("SYC") in the amount of \$69,419.69 for services rendered from August 30, 2010 continuing through June 30, 2011. These services were obtained without prior Board approval

Vendor: Southwest Youth Collaborative
6400 South Kedzie
Chicago, Illinois 60629
Contact: Camille Odeh
773-476-3534
Vendor #29544

USER: Peck School
3826 West 58th Street
Chicago IL, 60629
Contact: Okab Hassan
773-535-2450

SCOPE OF SERVICES: Southwest Youth Collaborative has been working with the school to fulfill the goals of Peck school, including the following: (1) Improve the physical, social and emotional well-being of participating students and their families and (2) Improve student academic development and performance.

DELIVERABLES: Southwest Youth Collaborative provided programs and services for a minimum of 75 students, their families and the community, and a minimum of 12 out-of-school time hours per week for 39-44 weeks per year, and managed and oversaw the day-to-day out of school time activities and Community School (CS) events at the school.

OUTCOMES: Southwest Youth Collaborative services resulted in the following: Improvement of the physical, social and emotional well-being of participating students and their families and improved student academic development and performance.

COMPENSATION: Consultant shall be paid the sum of \$69,419.69

AFFIRMATIVE ACTION: A review of MBE/ WBE participation was precluded due to services being rendered prior to Board approval

LSC REVIEW: Local School Council approved this expenditure.

FINANCIAL: Peck School Fiscal Year: 2011
24871-332-54125-390011-430112-2011

11-0427-PR35

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

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Vendors to provide a Safe Haven – Safe Summer Program ("Program") at an aggregate cost not to exceed \$975,000.00. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements are currently being negotiated. No services shall be provided and no payment shall be made to any vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

Contract Administrator Craig Holloway
(773) 553-2903

Specification No. 11-250007

VENDORS:

- 1.) St. Mark International Christian Church
832 N. Leclaire
Chicago, IL 60651
Contact : Andre Thurmon, Pastor
Office: 773 378-4600
Cell: 708 473-0352
Vendor #98607
- 2.) Hope Organization
9231 S. Cottage Grove
Chicago, IL 60619
Contact : Roosevelt Watkins, Pastor
Office: 773 487-8441
Cell: 773 719-3400
Vendor #85062
- 3.) New Life
2512 S. Oakley Blvd
Chicago, IL 60608
Contact: Robert Belfort, Pastor
Office: 773 890-4659
Cell: 773 851-7021
Vendor #67456

USER:

Chief Officer – Area 17 and Family & Community Engagement
11424 S. Western Avenue
Chicago, Illinois 60643
Contact: Robert W. Runcie, Chief Officer
Telephone No.: (773) 535-2670

TERM: The term of each agreement shall commence June 27, 2011 and end on August 5, 2011.

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

SCOPE OF SERVICES: Vendors shall provide (or subcontract with third parties to provide) sites and services to elementary and/or high school students in at least ten (10) different sites/locations during the summer in the targeted communities. Vendors shall include workshops on study skills, conflict resolution, anger management, character building, and positive communication as well as act as a safe place for the students to go during the summer break.

DELIVERABLES:

Vendors shall provide the following as specified in their contract:

Safe Haven – Safe Summer

- Operate from June 27 – August 5, 2011 for at least four hours per day (10 am – 2 pm), five days per week (Monday – Friday)
- Integrate programs into the day that address problem-solving, conflict resolution, anger management, character building opportunities, and positive communication.
- Measure student progress via comprehensive survey administered to students at the start and end of the program. The pre-program survey should minimally capture students' current experience with the subjects being offered by the vendors before the program begins. The post-program survey should minimally capture how students feel about the subject after the services have been provided, and how students plan to apply what they have learned to everyday life
- Plan a culminating event at the end of the program where all students gather in order to share what they have learned, such as through art, music, drama, or group discussions. All costs for this event, including transportation, shall be paid by the vendors
- The Board shall have option to add emergency Safe Haven Services ("Emergency Service(s)") upon 48-hours notice if the Emergency Services are needed during the term of the Contract

OUTCOMES: As a result of vendors' performance, students' likelihood to participate in violent behavior or become a victim of violence will be reduced. Additionally, students will enhance their problem solving skills, positive communication skills, anger management abilities, and educational capacity through tutoring, in a safe environment during summer break.

COMPENSATION: Vendors will be paid a per day/per site stipend; at a total cost not to exceed \$975,000.00 in the aggregate for all vendors.

REIMBURSABLE EXPENSES: All expenses are covered by the per day/per site stipend. Any other expenses must be paid by the vendors.

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

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

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

FINANCIAL: Charge \$975,000 to 14010-331-54125-232102-430101
Source of Funds: Title I - ARRA
All ARRA funds must be expended by August 31, 2011

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR36

APPROVE EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENT WITH ACCURATE BIOMETRICS FOR FINGERPRINTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the final option to renew the agreement with Accurate Biometrics to provide fingerprinting services to the Office of Human Capital at a cost for the option period not to exceed

\$1,300,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 09-250021
Contract Administrator : Demetra Knowles / 773-553-3256

VENDOR:

- 1) Vendor # 98972
ACCURATE BIOMETRICS, INC
4849 N. MILWAUKEE AVE., STE 101
CHICAGO, IL 60630
Jim Critchfield
312-932-9999

USER:

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

Contact : Veenu Verma
Phone: 773-553-6723

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 09-0527-PR32 as amended by 10-0526-PR21) in the amount of \$1,300,000.00 is for a term commencing July 1, 2009 and ending June 30, 2011, with the Board having one option to renew for twelve months. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

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

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Consultant shall provide the following services:

I. Human Resources' Fingerprinting Process which shall include: Electronic transmission of fingerprints to the Illinois State Police (ISP) and the Federal Bureau of Investigations (FBI) within twenty-four (24) hours of an individual's fingerprints having been taken. Archive fingerprinting and all related records for twelve (12) months for each person fingerprinted. Provide 24 hours/day and 7 day/week management staff to resolve critical issues including, but not limited, to providing round the clock support and accessibility toward resolving and all critical fingerprinting issues; to act as a liaison between ISP and FBI, to advocate for any delay or outstanding prints; and provide monthly written reports in such form and format as shall be designated by the Board pertaining to the number of persons fingerprinted and submitted and the results thereof. Repeat the performance of any fingerprinting service(s) at no cost to the Board in any and all instances in which ISP or FBI cannot read or interpret the result(s) of the fingerprinting and/or in which the results are inconclusive.

II. Vendor Management's Fingerprinting Process which shall include: Fingerprinting of employees of Vendors of the Board (Board Vendor). Such Board Vendor shall send employees to Consultant's site to be fingerprinted. Fingerprint results shall be sent from ISP/FBI to Consultant, using the Board's third ORI number. Upon written request from ISP, Consultant shall provide to ISP a detailed report outlining each FBI outsourcing requirement that applies to them and provide a corresponding statement explaining how the Consultant has met the requirements. Consultant shall notify the Board Vendor whether employee is cleared to work and shall also notify the Board's Department of Procurement and Contracts (PC) Vendor Management Office and any other appropriate Board office, as directed.

DELIVERABLES:

Consultant will continue to provide the following deliverables:

Provide Live-Scan Machines. The equipment must be certified and/or licensed with the State of Illinois as required by the State of Illinois Police Department. Provide fully trained staff having all certifications required by the ISP or FBI and on Live-Scan Machines and provide documented proof of training and certification to the Board in such format as requested by the Board. Service of equipment must be provided by an authorized certified technician.

Provide the Board with the number of fingerprints, sorted by Originating Agency Identification Number (ORI) and category, processed each month to be billed monthly.

Consultant shall send a monthly report to PC, listing all Board Vendor employees who were fingerprinted in order to provide services to the Board, along with cleared/denied statuses and Board Vendor company names.

OUTCOMES:

Consultant's services will result in the Board receiving a complete fingerprinting process which will allow the Board to obtain criminal background checks to provide an effective and innovative pre-employment and vendor screening process.

COMPENSATION:

Consultant shall be paid during this option period as set forth in the renewal agreement; total not to exceed the sum of \$1,300,000.00.

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 Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business 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 - 25%

Anchor Enterprise, Inc. (AA)
5139 South University Avenue
Chicago, Illinois 60615
Contact: Violet Clark

Omosho & Associates, LLC (AA)
1525 East 53rd Street, Suite 620
Chicago, Illinois 60615
Contact: Akin Omosho

Total WBE - 5%

Golden Press Printing, Inc.
5940 North Milwaukee Avenue
Chicago, Illinois 60646
Contact: Alberto Co

Tribune Products Company
5719 West Howard Street
Niles, Illinois 60714
Contact: Cindy Day

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Department of Human Capital: FY2012

11070-115-54125-264203-000000-2012 \$1,300,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR37

APPROVE ENTERING INTO AN AGREEMENT WITH GENERAL ASP, INC. TO PROVIDE POLARIS ASSESSMENT SYSTEM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with General ASP, Inc., to provide the Polaris Assessment tool and related services to Chicago Public Schools, Office of Human Capital at a cost not to exceed \$52,250.00. Consultant was selected on a non-competitive basis; the selection was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CONSULTANT:

- 1) Vendor # 96447
GENERAL ASP, INC
8001 LINCOLN AVE., STE 704
SKOKIE, IL 60077
Abe Reese
847-475-2283

USER:

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

Contact : Alicia Winckler
Phone: 773-553-3671

TERM:

The term of this agreement shall commence on June 1, 2011 and shall end May 31, 2012. 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:

The Consultant will provide the Polaris Assessment tool, an online teacher assessment for teacher applicants (new to the district) that is predictive in determining attributes that lead to success. The online assessment will be integrated into the current CPS teacher application system. Consultant will also provide services related to implementation and use of the assessment.

DELIVERABLES:

Consultant will provide implementation of assessment including set-up, configuration, technical support, and six hours per calendar month of consulting services.

OUTCOMES:

Consultant's services will result in a validated research based assessment that is predictive in determining teacher attributes that lead to success in the role. Principals will use these results to help sort through the applicant pool in filling vacancies at their school.

COMPENSATION:

Consultant shall be paid an annual service fee \$42,250.00 for implementation support including set up, configuration, technical support, and six hours per calendar month consulting services. The Office of Human Capital will budget an additional \$10,000 per year for consulting and training time that may be beyond the allocated six hours per month. The total compensation payable during the term shall not exceed \$52,250.00.

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 Office 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, this agreement is exempt from MBE/WBE review as it has been approved by the Chief Purchasing Officer as a Non-Competitive Procurement due to the Vendor possessing a high degree of professional skill, which played a critical role in the selection process.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Human Capital: \$52,250
Budget Classification: 11070-353-54125-264219-494033
Source of Funds: Title II grant

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR38

APPROVE ENTERING INTO AN AGREEMENT WITH LORAN MARKETING GROUP TO PERFORM QUALITATIVE RESEARCH ON PERFORMANCE EVALUATION WITH CPS TEACHERS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Loran Marketing Group to perform qualitative research on performance evaluation with CPS teachers at a cost not to exceed \$125,000.00. Consultant 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 agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CONSULTANT:

- 1) Vendor # 96478
LORAN MARKETING GROUP
225 WEST ILLINOIS, STE 300
CHICAGO, IL 60654
Robyn Vanek, Project Manager
312-464-8996

USER:

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

Contact : Alicia Winckler
Phone: 773-553-3671

TERM:

The term of this agreement shall commence upon execution and shall end June 30, 2012. This agreement shall have two (2) options to renew for periods of 12 months each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

In accordance with the Illinois Performance Evaluation Reform Act of 2010 (PERA), CPS is set to begin redesigning the performance evaluation systems for educators. To initiate this process, the Chicago Public Education Fund has invested in Loran Marketing Group to conduct 18 teacher focus groups on performance evaluation.

CPS seeks support in expanding this work to 200 CPS schools through teacher meetings on performance evaluation during before-school or after-school hours. This campaign is aimed at gathering meaningful input and feedback from teachers across Chicago's diverse range of schools, subject-areas, grades, and positions. School-based meetings on teacher evaluation will be entirely optional and are to be conducted by professional moderators.

The Consultant will be responsible for the management and logistics of scheduling 200 school-based meetings, the development of the discussion guide(s), recruitment, selection, training, payment of professional facilitators, data collection from meetings, participation in weekly debrief and update meetings with CPS managers, and analysis of teacher feedback and input. Consultant will provide approximately 5 professional facilitators working full-time for 7-8 weeks.

DELIVERABLES:

Consultant will deliver: (1) a comprehensive project plan encompassing CPS and Consultant responsibilities; (2) periodic informal analyses of teacher input and feedback; and (3) a final report of teacher input and feedback.

OUTCOMES:

The feedback from teachers will inform the design of a new performance evaluation system. Additionally, this project will (a) serve as a communication vehicle to reach the broad population of teachers that will not participate directly in ongoing focus groups; (b) raise awareness about PERA and the work underway in CPS regarding performance evaluation; and (c) increase the visibility of teacher involvement in the design and development of the new CPS teacher evaluation system.

COMPENSATION:

Consultant will be paid as follows and as further detailed in the agreement: for moderation and debriefing of focus groups \$1,000-\$2,000 per group; facilitation services under this agreement will cost roughly \$250 per group (\$20,000 per facilitator for 40 group each divided by 2 funders). The total cost of this project will not exceed \$250,000 of which The Chicago Public Education Fund has committed to match up to \$125,000. The total cost to the Board shall not exceed \$125,000.00.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement are 25% total MBE and 5% total WBE participation. However, this contract is exempt from M/WBE review as it was approved by the NPRC and grant money funding this agreement stipulates this specific vendor to be used.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Human Capital \$125,000
Budget Classification: 11010-325-54105-264220-542128
Fiscal Year: 2011-2012
Source of Funds: Teacher Incentive Fund (TIF) grant

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR39

APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH THE NEW TEACHER CENTER FOR NEW PRINCIPAL AND TEACHER INDUCTION AND SUPPORT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with the New Teacher Center (NTC) to provide induction and support services to the Office of Human Capital for new CPS principals and teachers at a total cost for the option period not to exceed \$3,100,000. 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.

Consultant has leadership development and induction expertise that is aligned with the District's theory of action and strategic goals. Since 2001, NTC has provided training and coaching for more than 8000 school leaders across the country in 19 states and Canada. The partnership between NTC and CPS began in 2006 when they received ISBE grant funds for new teacher induction.

CONSULTANT:

- 1) Vendor # 97832
NEW TEACHER CENTER-NTC
725 FRONT STREET, STE 400
SANTA CRUZ, CA 95060
Cynthia Brunswick
773-553-6688

USER:

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

Contact :	Monica Rosen, Leadership Development And Support
Phone:	773-553-1076
Unit 2:	Office Of Human Capital
Contact 2 Name:	Meghan Zefran
Phone :	773-553-1256

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 10-1027-PR19) in the amount of \$1,500,000 is for a term commencing November 30, 2010 and ending June 30, 2011, with the Board having 3 options to renew for one year terms. The original agreement was awarded on a non-competitive basis and was approved by the Non-Competitive Procurement Review Committee.

OPTION PERIOD:

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

OPTION PERIODS REMAINING:

There are two option periods for one year each remaining.

SCOPE OF SERVICES:

Consultant will continue to manage a new principal and a new teacher induction program consisting of three strategic elements:

- 1) New Principals Academy - a series of professional development sessions intended to position new Principals for success during the first year of their principalship.
- 2) Coaching - coordination of one-on-one executive coaching for new principals focused on each principal's individual development plan, which will be developed in partnership with the Principal, CAO and Coach. One-on-one coaching for participating first and second year teachers, which will utilize NTCs Formative Assessment System (FAS).
- 3) Professional Learning Community - a true network of peers to enable new principals and new teachers to engage with each other to share best practices and work together to solve challenges faced during the critical early years of the principalship and their teaching career.

DELIVERABLES:

Consultant will continue to manage the continuous design and implementation of the New Principal Induction program and provide intensive induction support for participating new teachers in CPS to include the following:

- 1) Consultative services on the delivery of principal induction services to support the principal's success in the principal competencies.
- 2) Design the three components of the New Principal Induction program (training, coaching and professional learning community).
- 3) Hire, train, and deploy induction coaches to provide one-on-one, face-to-face support for new principals and participating new teachers.
- 4) Design and host professional learning community sessions targeted for new principals and teachers
- 5) Manage program data, personnel, and communications in partnership with CPS.

Key Activities: * Meet the ISBE New Principal Mentoring requirements and the ISBE Illinois Induction Program Standards.

- * Continue research and make recommendations on the strategic design of the new principal induction program for the 2011-2012 school year;
- * Communicate regularly with principals, CAOs and other stakeholders to confirm program elements and alignment with district priorities;
- * Identify best-in-class providers of principal leadership development to facilitate training activities in line with district priorities;
- * Facilitate a Design Team to coordinate ongoing program improvement and collaboration of the induction Programs;
- * Hire, staff, and manage full-time teacher induction coaches and develop a system to manage their performance;
- * Provide induction coaches to regularly meet participating new teachers, while adhering to the ISBE Administrative Rules as applicable;
- * Supply NTC teacher padfolios to each participating new teacher for structuring and documenting the work;
- * Regularly document interactions in the NTC Coaching Log Database and report to CPS quarterly on findings;
- * Design, plan and host New Teacher Professional Learning Communities which will include monthly network meetings and monthly study groups to address needs identified by coaches' fieldwork; and
- * NTC will partner with CPS to create appropriate student achievement benchmarks in reading and math that will capture the impact of intensive teacher induction support during the teachers' third year of teaching.

OUTCOMES:

New Principal Induction: Consultant's services will continue to result in new incoming principals having an accelerated and measurable impact in student outcomes during the first year of the principalship through the following:

- 1) The establishment of a community of practice among new school leaders through pre-contract retreat and orientation activities supporting their entry and transition to leadership.
- 2) Increased alignment among CAO/Principal goal setting, supervisory and support activities to positively impact student learning and the establishment of effective working conditions that support increased teacher capacity through executive coaching services.

- 3) Engagement in an ongoing cycle of learning and inquiry based on practice, research, reflection and performance data through the provision of professional development training opportunities.
- 4) Creation of a network of experienced school leaders and executives to serve as leadership coaches
- 5) 95% of new principals develop a 90 day entry plan for establishing themselves in their role, and a school wide strategic plan to be communicated across constituents.

In 2010-2011, the principal induction program served 122 principals new to their building across Chicago Public Schools through the New Principals Academy, executive leadership coaching and professional learning communities. Mid-year results indicate significant satisfaction (93+%) from Academy participants, 75% participation in the executive coaching program, 97% completion of entry plans and the establishment of four professional learning communities. The Office of Human Capital anticipates a similar number of "new" principals for the 2011-2012 school year.

New Teacher Induction: Consultant's services will result in the following:

- 1) Increased completion rates for participating new teachers for the 2011-12 school year at both the school and district level, improved retention rates of participating new teachers from one school year to the next, and reports from participating new teachers that they feel adequately supported.
- 2) New Teacher Completion: 95% of participating first- and second-year teachers will finish the 2011-12 school year at the school where they began teaching.
- 3) New Teacher School-Level Retention: 65% of participating first- and second-year teachers will remain at their schools from SY2011-12 to SY2012-13, excluding teacher displacements due to loss in enrollment and/or budget.
- 4) New Teacher Perceptions of Support: 85% of participating first- and second-year teachers will report feeling adequately supported by the program, using a standard survey.

Impact on Instruction

Principal Induction: Building principal capacity to give effective feedback to teachers is a major focus of NTC's new principal induction program. Principals work together with their coaches to determine how to use student performance data and evidence of teaching practice via observation protocols, quick visits to classrooms, and other similar strategies to improve instruction. Through participation in the program, principals will develop the skills needed to combine these multiple data sources and to use them to deliver feedback aimed at improving instruction and teacher performance.

Teacher induction: The goals of new teacher induction are to increase teacher retention and accelerate teaching effectiveness, leading to improved student learning. Induction coaches use NTC formative assessment protocols to help teachers analyze student work to differentiate instruction, complete side-by-side lesson planning, prepare and track professional goals, and give feedback on practice based on classroom observations. Through participation in the program, new teachers will gain the skills they need to become more competent and confident in their teaching in their first two years.

COMPENSATION:

Consultant shall be paid as specified in the renewal agreement; total not to exceed the sum of \$3,100,000 for this option period.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Human Capital: \$3,100,000

Source of Funds: ELIS II and Title II

11070-353-54125-221044-494033-2012	\$2,300,000.00
11110-353-54125-221307-528408-2012	\$150,000.00
11110-353-54125-221307-494033-2012	\$650,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR40

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH SEDGWICK CLAIMS ADMINISTRATION SERVICES AND AUTHORIZE FUNDING OF ESCROW ACCOUNTS ASSOCIATED WITH THESE SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Sedgwick Claims Management Services, Inc. for claims administration services for the Board's workers' compensation programs, to the Office of Human Capital at a cost for the option period not to exceed \$2,800,000.00 for administrative fees and authorize funding of escrow accounts associated with these services in an amount not to exceed \$70,000,000.00 for the 24 month renewal term. 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 120 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 08-250004
Contract Administrator : Pamela Seanior / 773-553-2254

CONSULTANT:

- 1) Vendor # 79006
SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC
1100 RIDGEWAY LOOP RD.
MEMPHIS, TN 38120
Chery Morler
312-542-0058
312-346-4184

USER:

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

Contact : Dale Moyer
Phone: 773-553-2818

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 08-0423-PR16) in the amount of \$4,200,000.00 is for a term commencing July 1, 2008 and ending June 30, 2011 with the Board having two (2) options to renew for 2 year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being extended for two years commencing July 1, 2011 and ending June 30, 2013.

OPTION PERIODS REMAINING:

There is one option to renew for a period of two years remaining.

SCOPE OF SERVICES:

Sedgwick will continue to provide all aspects of workers' compensation claims management services, including, but not limited to, claims investigation, adjustment, benefits administration, medical management, PPO, bill review, utilization review, litigation management, settlement negotiation, subrogation recovery, information management, management reporting and daily contact with Board staff. Sedgwick will continue to provide certain services, or arrange and administer certain services in addition to Sedgwick administration services, which shall be additional allocated expense charges to the claim file. Such services to be included as allocated expense(s) to the claim file may include, but are not limited to, medical management, PPO, bill review, utilization review surveillance, field investigations, expert consulting and testimony. Sedgwick shall pay claims, settlements and awards through established escrow accounts. The escrow accounts will be funded at intervals agreed to by the Director.

DELIVERABLES:

Consultant will continue to attend monthly meetings with the Board management personnel, provide quarterly stewardship reports to the Director and annual "State of Account" meetings with the Board Senior management.

OUTCOMES:

Consultant's services will result in a comprehensive claims administration program for the Board of Education and Chicago Public School employees.

COMPENSATION:

Service fees to Sedgwick shall be paid in installments agreed to by the Director; total for this option period not to exceed \$2,800,000.00.

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 Financial Officer and Chief of Human Capital 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 Business Enterprise Contract Participation (M/WBE Plan). The M/WBE participation for the contract include: 30% MBE and 7% total WBE. The vendor has identified and scheduled the following firms:

Total MBE: 30%

The Ownes Group
19 South LaSalle St.- Suite 500
Chicago, IL60603

Total WBE: 7%

Peggy Steuben Associated Agency, Inc
2040 W. Hopkins Place
Chicago, IL 60620

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Human Capital for Workers' Compensation

Budget Classification # 12470-115-57605-119004-0000000 for WC administration Fees

FY 2012

\$1,400,000

FY 2013

\$1,400,000

To Fund WC Escrow Account

FY 2012

\$35,000,000

FY 2013

\$35,000,000

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR41

APPROVE ENTERING INTO A TEACHER REFERRAL AND SUPPORT AGREEMENT WITH TEACH FOR AMERICA

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a teacher referral and support agreement with Teach for America (TFA) to provide 200 provisionally-certified teachers to Chicago Public Schools at a cost not to exceed \$600,000.00. 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 agreement is currently being negotiated. No services shall be provided by TFA and no payment shall be made to TFA prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR:

- 1) Vendor # 33384
TEACH FOR AMERICA, INC.
300 WEST ADAMS STREET, SUITE 1000
CHICAGO, IL 60606
Josh Anderson
312-283-2463

USER:

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

Contact : Alicia Winckler
Phone: 773-553-3671

TERM:

The term of this agreement shall commence on July 1, 2011 and shall end June 30, 2012. This agreement shall have two (2) options to renew for periods of 12 months each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

TFA will refer up to 200 provisionally-certified teacher-interns for employment with Chicago Public Schools during the 2011-2012 School Year. Teacher-interns referred by TFA will be enrolled in a 12-month certification program; and at the end of the program teacher-interns will be eligible for an Illinois Alternative Initial Teaching Certificate. TFA, working with partner Universities will provide teacher-interns with all coursework and other necessary training in order to be provisionally certified by the Illinois State Board of Education and eligible for hire Chicago Public Schools.

DELIVERABLES:

TFA will refer 200 provisionally-certified teacher-interns for employment with Chicago Public Schools during the 2011-2012 school year.

OUTCOMES:

At the end of the 2011-2012 school year, a maximum of 200 teacher-interns will be eligible to receive their Illinois Initial Alternative Teaching Certificate and continued employment by Chicago Public Schools.

COMPENSATION:

TFA will be compensated as specified in the agreement; total compensation not to exceed \$600,000.00.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Human Capital: \$600,000.00
Fiscal Year 2011-2012
11070-353-54125-221312-494033
Source of Funds: Title II Funds

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR42

**APPROVE PAYMENT TO CANON BUSINESS SOLUTIONS, INC.
FOR EQUIPMENT PROVIDED TO THE LAW DEPARTMENT**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Canon Business Solutions, Inc. who provided equipment to the Law Department from June 28, 2009 through June 29, 2010 in the amount of \$13,887.64 and all services have been completed. Information pertinent to this payment is stated below.

VENDOR: Canon Business Solutions, Inc.
425 N. Martingale Road
Schaumburg, IL 60173
Vendor # 97064

USER: Law Department
125 S. Clark Street, Suite 700
Vonna Moss
773-553-1715

SCOPE OF SERVICES: Vendor provided multi-functional devices.

OUTCOMES: Vendors services resulted in continuous use and functionality of equipment

COMPENSATION: Vendor shall be paid the sum of \$13,887.64

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

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

FINANCIAL: Charge to Law Department: \$13,887.64 Fiscal Year: 2011
Budget Classification: 10210-115-54510-231101-000000
Source of Funds: Services - Equipment Rental

11-0427-PR43

AMEND BOARD REPORT 11-0126-PR16
APPROVE EXERCISING THE SECOND AND THIRD OPTIONS TO RENEW THE AGREEMENT WITH STEVEN GERING FOR COORDINATION AND COMMUNICATIONS SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second and third options to renew the agreement with Steven Gering to provide coordination and communication services to Leadership Development and Support at a cost for this renewal period not to exceed ~~\$87,500.00~~ \$91,000.00. A written document exercising this renewal period is currently being negotiated. No payment shall be made to Consultant during this renewal period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written renewal document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This amendment is necessary to: i) include additional coaching and support services for the development and execution of Professional Learning Communities during the summer, ii) change the end date of the term from July 31, 2011 to August 31, 2011; and, iii) increase the compensation amount from \$87,500.00 to \$91,000.00. A written amendment to the renewal agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this amended Board Report.

VENDOR:

- 1) Vendor # 76752
GERING, STEVEN
804 N 4TH STREET
KANSAS CITY, KS 66101
Steven Gering
913-744-5045

USER:
Leadership Development and Support
125 S Clark St - 19th floor
Chicago, IL 60603

Contact : Monica Santana Rosen
Phone: 773-553-1076

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 10-0728-PR25) in the amount of \$43,750.00 was for a term commencing August 1, 2010 and ending October 31, 2010, with the Board having three options to renew for three months each. The agreement was renewed (authorized by Board Report 10-1027-PR21) for a term commencing November 1, 2010 and ending January 31, 2011. The original agreement was awarded on a non-competitive basis and approved by the Non-Competitive Procurement Review Committee.

OPTION PERIOD:

The term of this agreement is being extended for ~~six~~ seven months commencing February 1, 2011 and ending ~~July 31, 2011~~ August 31, 2011.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

During this option period Consultant will coordinate and provide services on behalf of Leadership Development and Support in developing leadership development plans and strategies that will increase the capacity of Chief Area Officers to support development of principals as instructional leaders. Engagement will require development of plans and implementation strategies for optimizing the effectiveness of that position in alignment with district priorities.

DELIVERABLES:

During this option period Consultant will deliver the following services:

I. In partnership with the Leadership Development and Support and current CAOs, develop and implement a CAO development strategy and perform necessary modeling and coaching for CAOs including coordinating best practice sharing among all CAOs to ensure consistent leadership development of principals.

II. In partnership with Leadership Development and Support consultant shall develop and implement a plan to support CAO development leading to effective implementation of Instructional Leadership Teams at the school site. The plan will include:

- Creation of opportunities for CAOs to share best practices in developing a principal leadership skills to effectively implement Instructional Leadership Teams at the school site.

- Coordinate peer observations of CAO led Area Performance Management sessions focused on developing effective school level Performance Management through Instructional Leadership Teams

- Provide individual and group coaching support to CAOs for the purpose of increasing their capacity to support principal leadership development that results in effective implementation of school level Instructional Leadership Teams.

- Provide updates to senior district leadership on potential barriers to CAOs in effectively supporting principals in effectively implementing Performance Management at the school level through the Instructional Leadership Teams.

III. In partnership with Leadership Development and Support, CAOs, and central office leaders provide coaching support for development and execution of the summer plans to increase professional capacity through the implementation of Professional Learning Communities.

OUTCOMES:

Consultant services will result in better reporting and recommendation on key CAO knowledge, skills and abilities; succession planning for upcoming CAO vacancies; development and implementation of a Chief Area Officer development strategy and effective implementation of summer Professional Learning Community development.

COMPENSATION:

Consultant shall be paid during this renewal term as follows: Consultant will invoice a fee of \$700 per day for ~~400~~ 120 total consulting days plus travel expenses. Consultant shall be reimbursed for the following expenses: airfare, transportation, lodging and meals while in Chicago with total reimbursable not to exceed ~~\$17,500.00~~ \$21,000.00. The total compensation shall not exceed the sum of ~~\$87,500.00~~ \$91,000.00 inclusive of all reimbursable expenses.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include: 25% total MBE participation and 5% total WBE participation. However, the Office of Business Diversity recommends that a full waiver of the goals required by the Remedial Program of Minority and Women Owned Business Enterprise Participation in Goods and Services contracts be granted as this agreement classifies as a unique transaction.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Leadership Development and Support
Title II - Effective Leaders Improve Schools (ELIS) Grant - 100% Funded

11110-353-54125-221307-528408-2011	\$87,500.00
<u>11110-353-54125-221307-528408-2011</u>	<u>\$3,500.00</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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

11-0427-PR44

FINAL

APPROVE ENTERING INTO AN AGREEMENT WITH METIS FOR EVALUATION OF THE STRIVING READERS PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Metis Associates, Inc. for external evaluation services to be used by the Office of Reading and Language Art's Striving Readers program, at a cost not to exceed \$600,000.00. Consultant was selected on a non-competitive basis; the selection was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR:

- 1) Vendor # 67741
METIS ASSOCIATES, INC
120 WALL STREET., 21ST FLR.
NEW YORK, NY 10005-4024
Stanley Schneider
212-425-8833

USER:

Reading & Language Arts
125 South Clark Street, 11th Floor
Chicago, IL 60603

Contact : Paul Whitsitt
Phone: 773-553-6418

TERM:

The term of this agreement shall commence on July 1, 2011 and end on December 31, 2011. This agreement shall have no options to renew.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Consultant will: 1) evaluate the effectiveness of the implementation and outcome (arising from it) of the Striving Readers program; 2) design program evaluation plans; 3) conduct focus groups and structured interviews of participants; 4) develop, administer, and analyze surveys of participants and instructors; 5) execute reviews of written materials produced under the program; 6) observe and document activities such as professional development offerings, university courses, classroom lessons and coaching sessions; 7) design and conduct a variety of quantitative and qualitative data analyses; and 8) disseminate evaluation results to relevant stakeholders in written and oral formats.

DELIVERABLES:

Consultant will provide all of the following:

- 1) Monthly written updates as to the progress of work, as well as periodic formal reports including, at minimum, an end of project summary report; and
- 2) Regular presentations to senior district staff, at minimum quarterly; and
- 3) Make available, as requested by the Board, copies of all measurement instruments, interview and observational protocols used, and copies of all final analysis computer code generated.

OUTCOMES:

Evaluation continues to be an integral part of the strategic goals of the district. Program evaluation is envisioned as the application of systematic research methods to assess program design, delivery, implementation, and effectiveness. Consultant's services will result in program evaluation that provides empirical information that is useful to program developers, program staff, program managers, senior management, policy makers, and other stakeholders. Consultant's services will result in the district having evaluation tools and reports throughout the calendar year which will help the district:

- Develop and promulgate new program(s) (Program Design)
- Assess the delivery and implementation of existing program (Program Delivery)
- Assess program effectiveness (Program outcomes)

The consultant's services will assist the district in determining whether (and to what degree) the program meets its anticipated outcomes.

COMPENSATION:

Consultant shall be paid in equal monthly payments; total not to exceed the sum of \$600,000

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. Authorized the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, this contract is exempt from review as it is has been deemed a Non-Competitive Procurement and approved by the Non-Competitive Procurement Review Committee. Justification of the approval includes the fact that grant money stipulates a specific vendor be used to provide these services. Despite the MBE/WBE exemption, the vendor has offered the following participation:

Total WBE - 13%
Meagan Boyle - 9%
1704 Walnut Ave.
Willette, Illinois 60091

Amy Cornell - 4%
5319 W. Belle Plaine Ave.
Chicago, Illinois 60641

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Various schools and departments

Fiscal Year: 2011

Budget Classification: Various
Requisition Number: Various
CW - RLA 13705-364-54125-221040-500791

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR45

APPROVE EXERCISING THE FIRST OPTION TO RENEW AGREEMENT WITH CANNON COCHRAN MANAGEMENT SERVICES, INC. TO PROVIDE CLAIM ADMINISTRATIVE SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first renewal agreement with Cannon Cochran Management Services, Inc (CCMSI) to continue to provide claim services to the Bureau of Risk Management at a cost not to exceed \$936,000 dollars. A written renewal agreement is currently being negotiated. No payment shall be made to consultant prior to the execution of the written renewal 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 No. 08-250004 Contract Administrator: Pamela Senior (773) 553-2254

<p>Vendor: Cannon Cochran Management Services, Inc. 2 E. Main Street Danville, Illinois 60132 William O'Neill, Vice President (312) 455-6467 Vendor# 69076</p>	<p>USER: Risk Management 125 South Clark Street, 7th Floor Celeste Sullivan, Deputy, Risk Management (773) 553-2244</p>
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ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 08-0423-PR13) in the amount of \$1,350,000 for administrative services, and authorize funding of escrow accounts associated with these services in an amount not to exceed \$16,500, 000 for a 36 month term commencing July 1 2008 and ending June 30, 2011, with the Board having two (2) options to renew for periods of twenty-four (24) months each. CCMSI was selected on a competitive basis pursuant to Board Rule 5-4 1 (Specification No. 08-250004).

TERM: The term of this agreement is being extended as of July 1, 2011 and shall end June 30, 2013

OPTION TO EXTEND: The Board has one (1) remaining option to extend for an additional twenty-four (24) months.

SCOPE OF SERVICES: During the renewal period.

CCMSI shall provide all aspects of liability, employment practice, and interscholastic claims management services including, but not limited to, claim adjustment, notice to carriers, benefit administration, claim investigation, medical management, litigation management, settlement negotiation, subrogation recovery, information management, management reporting and daily contact with Board staff. CCMSI shall provide or arrange for certain services in addition to the CCMSI administrative services, which will be at an additional allocated expense charge to the claim file. Services to be included as an allocated expense include, but are not limited to, surveillance, field investigations, expert consulting and testimony. CCMSI shall receive all reports of accidents to students and visitors, and process them appropriately under guidelines as agreed to by Deputy, Risk Management. CCMSI shall pay claims, settlements and awards through established escrow accounts which will be funded at intervals as agreed to by the Deputy, Risk Management.

DELIVERABLES: CCMSI shall monitor and update Special Account Instructions (SAI) in accordance with the contract provisions and approval by the Deputy. SAI will detail assigned personnel, claim management protocols, reserve notification, settlement authority, claim status reporting, escrow funding levels and special directions as necessary. CCMSI will conduct monthly meetings with Risk Management personnel; provide quarterly stewardship reports to Risk Management and an annual "State of Account" meeting with Board senior management addressing major trends and recommendations for program improvement. Allocated expense charges will be reported in the "State of Account" with the total annual payment received by each vendor partner.

OUTCOMES: CCMSI's services will result in an affordable, comprehensive claims administration program for Chicago Public Schools students, employees and visitors.

COMPENSATION: CCMSI shall be paid as follows: Annual service fee payable in quarterly installments as set forth in the agreement; total not to exceed sum of \$468,000.00.

REIMBURSABLE EXPENSES: CCMSI shall be reimbursed for the following expenses: surveillance, field investigations, expert consulting and testimony.

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

AFFIRMATIVE ACTION: This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE participation goals for the contract include: 26% total MBE and 5% WBE. The vendor has identified and scheduled the following firms:

TOTAL MBE 26%

Fact Finders Group
4747 Lincoln Mall Drive #415
Matteson, IL 60443

Insurer Review Services
225 N. Michigan Avenue #902
Chicago, IL 60601

TOTAL WBE 5%

Risk Innovations, Inc.
1202 N. 75th St. #253
Downers Grove, IL 60516

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

FINANCIAL:

Charge to Risk Management & Emergency Planning for Administrative Fees
Budget Classification# 12470-210-54530-231111-000000
FY 2012 FY 2013
\$468,000 \$468,000 Charge the Bureau of Risk Management

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR46

APPROVE PAYMENT TO CHICAGO POLICE DEPARTMENT OF THE CITY OF CHICAGO FOR SECURITY SERVICES AT VARIOUS SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to the Chicago Police Department of the City of Chicago for security services rendered at various CPS Schools in an amount not to exceed \$8,000,000.00 for the period beginning on July 1, 2010 and ending June 30, 2011. An intergovernmental agreement is currently being negotiated with the Chicago Police Department pursuant to Board authority granted in Board Report 10-0224-PR16.

VENDOR:

- 1) Vendor # 47512
CHICAGO POLICE DEPARTMENT
121 N. LASALLE
CHICAGO, IL 60602
Frank Wilson
312-745-6289

USER:

Office of School Safety and Security
125 S Clark St - 1st Floor
Chicago, IL 60603

Contact : Michael D. Shields
Phone: 773-553-3030

SCOPE OF SERVICES:

The Chicago Police Department's School Security Teams will enforce all laws and preserve order in and around designated schools while protecting all school students, employees and property. The Chicago Police Department (CPD) will provide uniformed, sworn officers for eight hour tours of duty in two officer teams at designated high schools. The CPD will also provide District supervisors designated as Chicago Public School liaisons, a Sergeant designated as liaison to the Office of School Safety and Security, mobile units to provide transportation for arrests and police services to elementary schools.

DELIVERABLES:

The Chicago Police Department will provide uniformed officer teams, School Car Officers to patrol elementary schools, and sergeants who will provide supervision and act as liaisons to the Chicago Public Schools (CPS).

OUTCOMES:

These services will result in increased protection for CPS students and staff and provide a safer environment in which to learn.

COMPENSATION:

Payment to the Chicago Police Department of the City of Chicago will not exceed the sum of \$8,000,000.00 for the period of July 1, 2010 and ending June 30, 2011 for police services rendered based on direct costs and administrative fees. If and when an intergovernmental agreement between the Chicago Police Department of the City of Chicago and CPS is executed, this payment will constitute a credit against the total amount owed for services under the agreement.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts, this agreement is exempt from M/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Charge to the Office of School Safety and Security: Fiscal Year: FY11 \$8,000,000.00
Budget Classification:10615-210-54105-254610-000000-2011 - Source of Funds: Workers & Unemployment Compensation/Tort

CFDA#: Not Applicable

11-0427-PR47

**AMEND BOARD REPORT 10-0428-PR38
APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH PHONAK, LLC
FOR THE PURCHASE OF ASSISTIVE LISTENING DEVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Phonak, LLC for the purchase of assistive listening devices for the Office of Specialized Services at a cost not to exceed \$150,000.00 for the option period. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This April 2011 amendment is necessary to update the financial section to reflect the appropriate grant number and fiscal year. This amended Board Report is also necessary to update user contact information. No amendment to the renewal agreement is required.

CPOR Number : 10-0331-CPOR-1183
VENDOR:

- 1) Vendor # 69878
PHONAK, LLC
4520 WEAVER PARKWAY
WARRENVILLE, IL 60555
Tess Dean
630-821-5205

USER:

Citywide Special Education & Supports
125 South Clark Street 8th Floor
Chicago, IL 60603

Contact : Shaheena Khan
Phone: 773-553-1800

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 09-0325-PR16) in the amount of \$150,000.00 is for a term commencing on April 15, 2009 and ending June 30, 2010, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a non-competitive basis because Vendor is the sole provider of Frequency Modulated ("FM") assistive listening devices with data logging capabilities.

OPTION PERIOD:

The term of this agreement is being extended for one (1) year commencing July 1, 2010 and ending June 30, 2011.

OPTION PERIODS REMAINING:

There is one (1) option period for one (1) year remaining.

SCOPE OF SERVICES:

Vendor will continue to supply assistive listening devices and accessories for students who have auditory difficulties. These devices will be compatible with all types of personal hearing instruments (i.e. personal hearing aids, cochlear implant).

DELIVERABLES:

Vendor will continue to supply assistive listening devices and accessories for students who have auditory difficulties as designated in Exhibit A of the original agreement.

OUTCOMES:

These purchases will result in: (i) new equipment (receivers and transmitters), accessories, and repairs delivered in a timely manner, as Phonak is locally based; (ii) postage paid shipping provided on all in-warranty repairs; (iii) fitting and technical support; (iv) ongoing training provided on the Phonak product line; (v) repair services provided on existing models and estimates for repairs provided upon request; and (vi) a trade-in allowance provided for obsolete equipment (regardless of manufacturer).

COMPENSATION:

Vendor shall be paid during this option period in accordance with the unit prices contained in the agreement; not to exceed the sum of \$150,000.00 for the option period.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize ~~the Chief Specialized Services~~ Officer of Special Education and Supports to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include: 30% total MBE and 7% total WBE participation. However, the Office of Business Diversity recommends a waiver of the MBE goal for this contract as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted because the contract is not further divisible. The Vendor has identified the following:

Total WBE - 31%

HF Wilson Engineering
 1401 Nagel Blvd.
 Batavia, Illinois 80510
 Contact: Anna McEvoy

Chela Logistics, Inc.
 1521 Brummel Ave.
 Elk Grove Village, Illinois 60009
 Contact: Marcela Orr

Eara Advertising Resources
 1728 Laurel Canyon Boulevard, Suite D
 Los Angeles, California 90046
 Contact: Lynda Gluck

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of Specialized Services: \$150,000.00

*Grant numbers subject to change.

<u>11670-220-55005-120412-462052-2011</u>	<u>\$10,000.00</u>
<u>11670-220-56105-261006-462046-2010</u>	<u>\$15,000.00</u>
<u>11670-220-53405-261006-462046-2010</u>	<u>\$5,000.00</u>
<u>11670-220-55005-261006-462046-2010</u>	<u>\$120,000.00</u>
<u>11670-220-55005-120412-462046-2010</u>	<u>\$10,000.00</u>
<u>11670-220-55005-261006-462052-2011</u>	<u>\$120,000.00</u>
<u>11670-220-53405-261006-462052-2011</u>	<u>\$5,000.00</u>
<u>11670-220-56105-261002-462052-2011</u>	<u>\$15,000.00</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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

11-0427-PR48

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH CHALK, LLC FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Chalk, LLC to provide consulting services to the Office of Special Education and Supports at a cost for the option period not to exceed \$236,000.00. 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.

CPOR Number : 11-0225-CPOR-1409

VENDOR:

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

USER:

Citywide Special Education & Supports
125 South Clark Street 8th Floor
Chicago, IL 60603

Contact : Rebecca Clark/Shahneena Khan
Phone: 773-553-3457

ORIGINAL AGREEMENT:

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

OPTION PERIOD:

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

OPTION PERIODS REMAINING:

There is 1 option period for 1 year remaining.

SCOPE OF SERVICES:

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

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

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

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

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

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

DELIVERABLES:

Consultant will develop and complete the following:

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

B. EC Program Completion, Benchmark-Indicator Compliance and District Prescribed Action Plan Visit Training

Tasks and Deliverables: Delivery/Service Dates: June 2012

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

C. eIEP Guidelines

Tasks and Deliverables Delivery/Service Dates: January 2012

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

D. Effective Co-Teaching Approaches

Tasks and Deliverables: Delivery/Service Dates: June 2012

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

E. Monthly Summary of Consultant Activities

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

OUTCOMES:

Consultant's services will result in the following:

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

COMPENSATION:

Consultant will invoice the Board at a rate of \$60 an hour for Linda Lara and \$70 an hour for Maria Condu for a maximum of 1815 hours per employee and a total of 3630 hours for Chaik, LLC. Any periods of work of less than an hour will be computed on a pro rata basis to the nearest quarter (1/4) hour. The total compensation payable to Consultant shall not exceed \$236,000

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a waiver of the MBE goal be granted as the services provided under the agreement are not further divisible.

The Vendor has identified the following:

Total WBE - 100%

Maria Condu
2647 West Wilson Ave.
Chicago, Illinois 60625

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

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

*Grant numbers subject to change.

11670-220-54125-221083-462052-2012 \$194,400.00

11670-220-54125-261006-462052-2012 \$23,600.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR49

FINAL

APPROVE ENTERING INTO AN AGREEMENT WITH ILLINOIS CAUCUS FOR ADOLESCENT HEALTH FOR TRAINING, YOUTH DEVELOPMENT, AND IMPLEMENTATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Illinois Caucus for Adolescent Health (ICAH) to provide training, youth development, and implementation services to the Office of Special Education and Supports at a cost not to exceed \$509,000.00. ICAH was selected on a non-competitive basis; the selection was presented to the Non-Competitive Review Committee, and was approved by the Chief Purchasing Officer. A written agreement for ICAH's services is currently being negotiated. No services shall be provided by ICAH and no payment shall be made to ICAH prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below

VENDOR:

- 1) Vendor # 23804
ILLINOIS CAUCUS FOR ADOLESCENT
HEALTH
226 S. WABASH, STE 900
CHICAGO, IL 60604
Sooji Min
312-427-4460

USER:

Citywide Special Education Resource
125 South Clark Street 8th Floor
Chicago, IL 60603

Contact : Kenneth Papineau
Phone: 773-553-1810

TERM:

The term of this agreement shall commence upon the date of execution and shall end August 31, 2015.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

ICAH will hire a Youth Engagement Specialist and Training Specialist. The Training Specialist will be responsible for training for Chicago Public Schools (CPS) and contract staff on the Teen Outreach Program (TOP). The Training Specialist will also provide technical assistance and support to the schools to ensure successful implementation of the project. The Youth Engagement Specialist at ICAH will oversee a city-wide Youth Advisory Committee (YAC) and will work with public health nurses to oversee Peer Health Ambassadors (PHA) at the school level. These students will provide feedback on the development and use of a Social Media Campaign regarding making healthy sexual choices.

ICAH will develop and facilitate the Youth Advisory Committee (YAC) which will consist of 10-20 CPS high school students from across the city who will serve as youth advocates and participate in the development of a social media campaign regarding teen health. The Youth Engagement Specialist will oversee a city-wide Social Media Campaign that will consist of the creation of a teen health website, radio, television and mass transit publicity. ICAH will be responsible for creating the health website and city-wide social media campaign and contacting media to arrange for placement of ads and public service announcements. The YAC will oversee the recruitment of youth volunteers to provide feedback to the Youth Engagement Specialist on the development of the website and advertisements for the social media campaign.

ICAH will facilitate the development of Peer Health Ambassadors (PHA). PHAs are CPS students who have successfully completed the TOP and are interested in further promoting the TOP message as well as addressing other teen health issues. Eight students per school will be selected to become PHA's through an application process and will be reimbursed for up to five meetings per year. The ICAH Youth Engagement Specialist will supervise this work and assist in the development and implementation at least one school-wide activity per year to promote healthy sexual choices.

DELIVERABLES:

1. ICAH will hire a youth engagement specialist, a community organizer, and a training specialist (3 FTE);
2. ICAH will engage youth to participate in youth advocacy work;
3. ICAH will engage youth to provide feedback on the development of social media campaign;
4. ICAH will identify the community based organizations with the skills, knowledge, and capacity to implement the TOP intervention;
5. ICAH will convene a minimum of ten (10) Youth Advisory Board meetings per year for each year of the term and will pay the youth in attendance a fifty dollar stipend per meeting for participation;
6. ICAH will work on-site with the facilitators to develop the Peer Health Ambassadors for each school and will facilitate Youth Development committee meetings a minimum of four (4) times per year;
7. ICAH will participate in leadership team meetings that will be held bi-monthly for the first year and quarterly in subsequent years;
8. ICAH will participate in the development of a sustainability plan;
9. ICAH will participate in monthly Access to Healthcare committee meetings in the first year and then bi-monthly for subsequent years;
10. ICAH will be trained in the TOP and will provide technical assistance for TOP Facilitators on a monthly basis;
11. ICAH will work with youth to ensure the school-linked and school based health clinics that are considered "Youth Friendly" are providing appropriate services; and
12. ICAH will provide in-kind staff support to project work groups as appropriate.

OUTCOMES:

Consultant's services will result in the following:

1. An increased student awareness regarding teen pregnancy prevention and access to healthcare through student engagement, including students with disabilities;
2. An increased parent-community awareness regarding teen pregnancy prevention and access to healthcare by assessing school-linked and school-based health services; and
3. Trained TOP facilitators with the skills, knowledge and capacity to work with community organizations to implement TOP intervention.

COMPENSATION:

Consultant shall be paid monthly upon receipt of invoices and documentation of deliverables; total not to exceed the sum of \$509,000.00.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office Special Education and Supports: \$509,000.00 Fiscal Years 2011 - 2015

*Grant numbers subject to change in subsequent fiscal years.

11675-324-54105-221011-517500-2011	\$74,750.00
11675-324-54105-221011-517500-2012	\$151,750.00
11675-324-54105-221011-517500-2013	\$112,750.00
11675-324-54105-221011-517500-2014	\$112,750.00
11675-324-54105-221011-517500-2015	\$57,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR50

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH PHONAK, LLC FOR THE PURCHASE OF ASSISTIVE LISTENING DEVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the final option to renew the agreement with Phonak, LLC for the purchase of assistive listening devices for the Office of Special Education and Supports at a cost not to exceed \$150,000.00 for the option period. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

CPOR Number : 11-0225-CPOR-1413

VENDOR:

- 1) Vendor # 69878
 PHONAK, LLC
 4520 WEAVER PARKWAY
 WARRENVILLE, IL 60555
 Tess Dean
 630-821-5205

USER:

Citywide Special Education & Supports
125 South Clark Street 8th Floor
Chicago, IL 60603

Contact : Shaheena Khan
Phone: 773-553-1800

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0325-PR16) in the amount of \$150,000.00 was for a term commencing on April 15, 2009 and ending June 30, 2010, with the Board having two (2) options to renew for one (1) year terms. The agreement was renewed (authorized by Board Report 10-0428-PR38) for a term commencing on July 1, 2010 and ending June 30, 2011 in the amount of \$150,000.00. The original agreement was awarded on a non-competitive basis because Vendor is the sole provider of Frequency Modulated ("FM") assistive listening devices with data logging capabilities.

OPTION PERIOD:

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

OPTION PERIODS REMAINING:

There are no options to renew remaining.

SCOPE OF SERVICES:

Vendor will continue to supply assistive listening devices and accessories for students who have auditory difficulties. These devices will be compatible with all types of personal hearing instruments (i.e. personal hearing aids, cochlear implant).

DELIVERABLES:

Vendor will continue to supply assistive listening devices and accessories designated in Exhibit A of the original agreement for students who have auditory difficulties.

OUTCOMES:

These purchases will result in: (i) new equipment (receivers and transmitters), accessories, and repairs delivered in a timely manner, as Phonak is locally based; (ii) postage paid shipping provided on all in-warranty repairs; (iii) fitting and technical support; (iv) ongoing training provided on the Phonak product line; (v) repair services provided on existing models and estimates for repairs provided upon request; and (vi) a trade-in allowance provided for obsolete equipment (regardless of manufacturer).

COMPENSATION:

Vendor shall be paid during this option period in accordance with the unit prices contained in the agreement; not to exceed the sum of \$150,000.00 for the option period.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include: 30% total MBE and 7% total WBE participation. However, the Office of Business Diversity recommends a waiver of the MBE goal for this contract as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted because the contract is not further divisible.

The Vendor has identified the following:

Total WBE - 31%

HF Wilson Engineering
1401 Nagel Blvd.
Batavia, Illinois 60510
Contact: Anna McEvoy

Chela Logistics, Inc.
1521 Brummel Ave.
Elk Grove Village, Illinois 60009
Contact: Marcela Orr

Eara Advertising Resources
1728 Laurel Canyon Boulevard, Suite D
Los Angeles, California 90046
Contact: Lynda Gluck

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of Special Education and Supports: \$150,000.00

*Grant numbers subject to change.

11670-220-56105-261002-462052-2012	\$15,000.00
11670-220-53405-261006-462052-2012	\$5,000.00
11670-220-55005-261006-462052-2012	\$120,000.00
11670-220-55005-120412-462052-2012	\$10,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR51

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH THE UNIVERSITY OF CHICAGO FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with the University of Chicago to provide early literacy assessment consulting services to the Office of Student Assessments at a cost for the option period not to exceed \$200,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

- 3) Vendor # 33123
UNIVERSITY OF CHICAGO
5801 SOUTH ELLIS AVE.
CHICAGO, IL 60637
Carol Zulches
773-702-8604

USER:

Office of Student Assessments
125 S Clark Street, 11th Floor
Chicago, IL 60603

Contact : Margaret Bartz
Phone: 773-553-2430

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 09-0722-PR14) was for a term commencing August 17, 2009 and ending June 30, 2010, with the Board having two options to renew for one year terms. The agreement was renewed (authorized by Board Report 10-0623-PR23) for a period commencing July 1, 2010 and ending June 30, 2011. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

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

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Consultant will continue to provide early literacy assessment services including assessment administration, professional development, data collection and reporting, and project management. The Consultant will continue to provide: 1) training on administering assessments to the Board defined number of students; 2) access to valid, reliable assessment data to be used specifically for the purpose of improving instruction and enhancing student achievement; 3) results on a secure, password-protected web site that allows teachers to view, analyze, and manage data; 4) appropriate professional development to both administer the assessment and use the data to drive instruction.

DELIVERABLES:

Consultant will continue to provide early childhood reading assessments used for Response to Intervention screening, training on administering the assessments and interpreting the results, and strategies for improving early literacy.

OUTCOMES:

Consultant services will result in an efficient, effective approach to administering early literacy assessments and reporting assessment data that will enable CPS teachers to provide targeted instructional interventions that will improve students' reading achievement.

COMPENSATION:

Consultant shall be paid during this option period in accordance with the pricing set forth in the renewal agreement; total compensation not to exceed the sum of \$200,000.00.

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 Officer of the Office of Teaching and Learning to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Citywide Testing
Fiscal Year: 2012
Not to Exceed \$200,000.00 11290-xxx-xxxxx-xxxxxx-xxxxxx FY2010

11290-Xxx-Xxxxx-Xxxxxx-Xxxxxx-2012 \$200,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR52

APPROVE ENTERING INTO AN AGREEMENT WITH CHICAGO DEBATE COMMISSION FOR THE DEVELOPMENT OF CURRICULUM, TECHNICAL SERVICES AND PROFESSIONAL DEVELOPMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Chicago Debate Commission (CDC) for the development of curriculum, technical services and professional development for the Office of Student Support and Engagement (OSSE) at a cost not to exceed \$219,450.00. 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 agreement is currently being negotiated. No products or services shall be provided by and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR:

- 1) Vendor # 29954
CHICAGO DEBATE COMMISSION
332 S. MICHIGAN , SUITE 500
CHICAGO, IL 60604
Leslie Lynn
312-427-0524

USER:

Office of Student Support and Engagement
125 South Clark Street
Chicago, IL 60603

Contact : Veronica Herrero
Phone: 773-553-3210
Project Manager: Sylvia Nelson Jordan
Phone: 773-553-3593

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end July 30, 2012. This agreement shall have two options to renew for one year each.

EARLY TERMINATION RIGHT:

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

DESCRIPTION OF PURCHASE:

The Chicago Debate Commission (CDC) will provide the Office of Student Support and Engagement (OSSE) with a debate program that will include curriculum, core files, research materials, debate materials, student and coach professional development, supplies, and securing tournament judges. The program will be offered to 150 students from 50 participating debate high schools during the summer of 2011. During the regular school year debate program, CDC will serve approximately 50 CPS high schools, 12 elementary schools, serving approximately 1,200 students. The curriculum will be aligned with the national initiative and will provide debaters with the research, core files, and debate materials needed to excel academically and enhance critical thinking, research and analytical skills.

OUTCOMES:

These services will result in the successful implementation of the Chicago Debate Summer Institute program and regular school year Chicago Debate League season offered through the Office of Student Support and Engagement. Students will increase literacy skills, analytical, critical thinking and research skills.

COMPENSATION:

Vendor shall be paid in accordance with the compensation for services outlined in the agreement; total not to exceed the sum of \$219,450.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief 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 those transactions where the vendor providing services operates as a Not-for-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Office of Student Support and Engagement: \$64,450.00 Title 1 Funds
Budget Classification: Federal Funds: 332

10870-332-54125-111016-430116-2011	\$32,600.00
10870-115-54125-111016-000000-2012	\$155,000.00
10870-332-54125-111016-430116-2012	\$31,850.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR53

APPROVE ENTERING INTO AN AGREEMENT WITH CLASSROOM, INC. FOR THE PURCHASE OF COMPREHENSIVE CURRICULUM AND PROFESSIONAL DEVELOPMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Classroom, Inc. for the purchase of comprehensive curriculum materials and professional development services for the Office of Student Support and Engagement (OSSE) at a cost not to exceed \$795,815.00. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee (NPRC), and was approved by the Chief Purchasing Officer. The curriculum materials component of this purchase are exempt from the NPRC review process. A written 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 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 # 18448
CLASSROOM, INC
245 FIFTH AVE., 20TH FLR.
NEW YORK, NY 10016
Mary Strain
212-545-8400

USER:

Office of Student Support and Engagement
125 South Clark Street
Chicago, IL 60603

Contact : Veronica Herrero
Phone: 773-553-3210

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end August 31, 2011.

EARLY TERMINATION RIGHT:

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

DESCRIPTION OF PURCHASE:

Classroom, Inc. will provide the Office of Student Support and Engagement (OSSE) with comprehensive curriculum materials and professional development services for whole classroom instruction. This will allow students to develop and practice core literacy as well as business, collaboration, problem solving and organization skills as they assume the role of the decision maker in various industries. The purchase includes curriculum materials, professional development and trainings as described below.

Goods: Classroom, Inc. Curriculum Materials, Quantity: 213 classes, Unit Price: \$2,765.00, Total Cost Not to Exceed: \$606,613.00.

Goods: Classroom, Inc. Area 9 Curriculum Materials, Quantity: 38 classes, Unit Price: \$2,765.00, Total Cost Not to Exceed: \$115,402.00.

Services: Classroom, Inc. Professional Development Services, Quantity: 220 teacher trainings, Flat Rate \$60,300.00, Total Cost Not to Exceed: \$60,300.00.

Services: Classroom, Inc. Area 9 Professional Development Services, Quantity: 40 teacher trainings, Flat Rate: \$13,500.00, Total Cost Not to Exceed: \$13,500.00.

OUTCOMES:

This purchase will result in the successful implementation of the Keep Kids Learning summer program offered through the Office of Student Support and Engagement. The program will be offered at 43 elementary schools and 2 high schools during the summer of 2011, serving approximately 4,500 students. The professional development, training and curriculum offered by Classroom, Inc. will allow teachers to successfully deliver comprehensive English/Language Arts, and Mathematics programs that will enhance student academic achievement during the summer months.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$795,815.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief 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 those transactions where the vendor providing services operates as a Not-for-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Office of Student Support and Engagement: \$795,815.00 Title 1 Funds
Budget Classification: Federal Funds: 332

11390-332-54125-125007-430116-2011	\$722,015.00
11390-332-54125-125007-430116-2012	\$73,800.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-PR54

**AMEND BOARD REPORT 09-0225-PR10
APPROVE ENTERING INTO AN AGREEMENT WITH AMALGAMATED BANK OF CHICAGO FOR
BANKING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Amalgamated Bank of Chicago ("Amalgamated"), for banking services provided to the Bureau of Treasury in an amount not to exceed \$ 40,000.00 per year. Vendor was selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification #08-250023). A written agreement for Vendor's services is currently being negotiated. No payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This April 2011 amended Board Report is necessary to correct the budget unit classification from Finance to Treasury. No amendment to the agreement is required.

Specification Number : 08-250023
Contract Administrator : Nanzi Flores / 773-553-2273

VENDOR:

- 1) Vendor # 14474
AMALGAMATED BANK OF CHICAGO
ONE WEST MONROE STREET
CHICAGO, IL 60603
David J. Stewart
312-822-3134

USER:

Treasury
125 South Clark Street
Chicago, IL 60603

Contact : Melanie A.J. Shaker
Phone: 773-553-2595

TERM:

The term of this agreement shall commence on August 1, 2009 and terminate on July 31, 2012. This agreement shall have one option to renew for a period of 24 months. Vendor shall have the right to reject the renewal period of 24 months by notifying the Board in writing no later than January 31, 2012.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this Agreement upon thirty (30) calendar days written notice to Vendor.

SCOPE OF SERVICES:

Vendor will provide (i) coin and currency deposit processing including coin and currency counting and sorting, reconciliation and reporting for deposits collected for high school lunchrooms and preschool tuition receipts; and (ii) related banking services as determined by the Chief Financial Officer. Coin and currency refers primarily to coin and currency but may include a small number of checks and money orders.

DELIVERABLES:

Vendor will provide, bank statements, reconciliation reports, return items, electronic information, electronic access to information, and other written and electronic reports as requested, all as detailed in the written agreement.

OUTCOMES:

Vendor's services shall result in timely posting, accurate accounting, cost efficient processing, and reconciliation of high school and lunchroom collections.

COMPENSATION:

Vendor shall be paid at the specific rates identified in the written agreement, not to exceed the sum of \$40,000.00 per year during the original term. The specific rates during any renewal period will be determined by mutual agreement of the parties.

REIMBURSABLE EXPENSES:

Vendor may be reimbursed for certain expenses as detailed in the written agreement. The total compensation amount reflected herein is inclusive of all reimbursable expense.

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 Financial Officer to engage Vendor to provide related banking services hereunder provided the maximum compensation amount is not increased.

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 partial waiver of the MBE Participation goals for this contract as required by the Remedial Program for Minority and Women Business Enterprise Participation in Goods and Services contracts be granted because the contract scope is not further divisible.

The Vendor has identified the following firms:

Total MBE - 28%

A-Pro Staffing
208 South LaSalle
Chicago, Illinois 60604

Compu-City
100 West Monroe Street
Chicago, Illinois 60603

Mack & Associates
100 North LaSalle
Chicago, Illinois 60602

Meadows Office Supplies
880 Remington Road
Schaumburg, Illinois 60173

Merchandise Distributors
4141 North Rockwell
Chicago, Illinois 60618

Montenegro Paper
P.O. Box 6202
Bloomington, Illinois 60018

Multi Products
200 Garden Avenue
Roselle, Illinois 60172

Total WBE 5.34%
Active Temporaries
3415 North Lincoln Ave.
Chicago, Illinois 60657

Arrow Messenger
1322 West Walton
Chicago, Illinois 60622

Consolidated Print Company
4202 North Nashville
Chicago, Illinois 60634

Ginmar Corporation
770 North LaSalle
Chicago, Illinois 60610

Industrial Glass
3414 North Cicero
Chicago, Illinois 60641

Jansco
19 North Park Blvd.
Glen Ellyn, Illinois 60137

MNJ Technologies
15801A West Apakistic Road
Buffalo Grove, Illinois 60089

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

<u>12410-115-54125-252302-000000-2012</u>	<u>\$40,000.00</u>
<u>12410-115-54125-252302-000000-2011</u>	<u>\$40,000.00</u>
<u>12410-115-54125-252302-000000-2010</u>	<u>\$40,000.00</u>
<u>12440-115-54125-252302-000000-2012</u>	<u>\$40,000.00</u>
<u>12440-115-54125-252302-000000-2011</u>	<u>\$40,000.00</u>
<u>12440-115-54125-252302-000000-2010</u>	<u>\$40,000.00</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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

11-0427-PR55

AMEND BOARD REPORT 09-0225-PR12
APPROVE ENTERING INTO AN AGREEMENT WITH JP MORGAN CHASE BANK FOR BANKING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with JP Morgan Chase Bank for banking services provided to the Office of School Financial Services, Bureau of Treasury at a cost not to exceed \$670,000.00 a year. Vendor was selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification #08-250023). A written agreement for Vendor services is currently being negotiated. No payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board. Information pertinent to this agreement is stated below.

This April 2011 amended Board Report is necessary to correct the budget unit classification from Finance to Treasury. No amendment to the agreement is required.

Specification Number : 08-250023
Contract Administrator : Nanzi Flores / 773-553-2273
VENDOR:

- 1) Vendor # 58545
JPMORGAN CHASE BANK N.A.
10 SOUTH DEARBORN., STE IL1-1228
CHICAGO, IL 60603
Mark Lester
312-732-6932

USER:

Treasury
125 South Clark Street
Chicago, IL 60603

Contact : Melanie A.J. Shaker
Phone: 773-553-2595

TERM:

The term of this agreement shall commence on August 1, 2009 and shall end July 31, 2012. This agreement shall have one option to renew for a period of 24 months. Vendor shall have the right to reject the renewal period of 24 months by notifying the Board in writing by July 31, 2011.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this Agreement upon thirty (30) calendar days written notice to Vendor.

SCOPE OF SERVICES:

Vendor will provide concentration account services, disbursement services for both employees and vendors, check and statement printing services, and other specific services at the request of the Chief Financial Officer, all as detailed in the written agreement.

DELIVERABLES:

Vendor will provide, bank statements, reconciliation reports, return items, electronic information, electronic access to information, and other written and electronic reports as requested, all as detailed in the written agreement.

OUTCOMES:

Vendor's services shall result in streamlining of receipts and disbursements, cost savings in the check payment process, increased interest income due to more efficient cash management, and operational efficiencies in the cash reconciliation process.

COMPENSATION:

Vendor shall be paid according to the specific rates identified in the written agreement, not to exceed the sum of \$670,000.00 per year during the original term. The specific rates during any renewal period will ~~with~~ be determined by mutual agreement of the parties.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for certain expenses as detailed in the written agreement including, but not limited to certain postage, delivery, and copying charges. The total compensation amount reflected herein is inclusive of all reimbursable expense.

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 Financial Officer to engage Vendor to provide related banking services hereunder provided the maximum compensation amount is not increased.

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 MWBE goals for this contract include: 35% total MBE and 5% total WBE.

The vendor has identified and scheduled the following firms and percentages:

Total MBE - 35%
Loop Capital Markets
200 W. Jackson
Chicago, IL 60606

A and R Janitorial Services
 35236 Eagle Way
 Chicago, IL 60678

Total WBE - 5%
 Continental Courier
 11697 Westgrand Avenue
 Northlake, IL 60164

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

FINANCIAL:

<u>12410-115-54125-252302-000000-2010</u>	<u>\$670,000.00</u>
<u>12410-115-54125-252302-000000-2011</u>	<u>\$670,000.00</u>
<u>12410-115-54125-252302-000000-2012</u>	<u>\$670,000.00</u>
<u>12440-115-54125-252302-000000-2010</u>	<u>\$670,000.00</u>
<u>12440-115-54125-252302-000000-2011</u>	<u>\$670,000.00</u>
<u>12440-115-54125-252302-000000-2012</u>	<u>\$670,000.00</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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

President Richardson-Lowry abstained on Board Report 11-0427-PR55.

11-0427-PR56

AMEND BOARD REPORT 09-0225-PR13
APPROVE ENTERING INTO AN AGREEMENT WITH SEAWAY BANK AND TRUST COMPANY FOR BANKING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Seaway Bank and Trust Company ("Seaway") for banking services provided to the Office of School Financial Services, Bureau of Treasury at a cost not to exceed \$130,000.00 a year. Vendor was selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification #08-250023). A written agreement for Vendor's services is currently being negotiated. No payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board. Information pertinent to this agreement is stated below.

This April 2011 amended Board Report is necessary to correct the budget unit classification from Finance to Treasury. No amendment to the agreement is required.

Specification Number : 08-250023
 Contract Administrator : Nanzi Flores / 773-553-2273

VENDOR:

- 1) Vendor # 31372
SEAWAY NATIONAL BANK OF CHICAGO
645 E. 87TH STREET
CHICAGO, IL 60619
Richard S. Abrams
773-487-4800

USER:

Treasury
125 South Clark Street
Chicago, IL 60603

Contact : Melanie A.J. Shaker
Phone: 773-553-2595

TERM:

The term of this agreement shall commence on August 1, 2009 and shall end July 31, 2012. This agreement shall have one option to renew for a period of 24 months. Vendor shall have the right to reject the renewal period of 24 months by notifying the Board in writing no later than January 31, 2012.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this Agreement upon thirty (30) calendar days written notice to Vendor.

SCOPE OF SERVICES:

Vendor will provide (i) coin and currency deposit processing including coin and currency counting and sorting, reconciliation and reporting for deposits collected for elementary school lunchrooms and (ii) related banking services as determined by the Chief Financial Officer. Coin and currency refers primarily to coin and currency but may include a small number of checks and money orders.

DELIVERABLES:

Vendor will provide, bank statements, reconciliation reports, return items, electronic information, electronic access to information, and other written and electronic reports as requested, all as detailed in the written agreement.

OUTCOMES:

Vendor's services shall result in timely posting, accurate accounting, cost efficient processing, and reconciliation of elementary school lunchroom collections.

COMPENSATION:

Vendor shall be paid according to the specific rates identified in the written agreement, not to exceed the sum of \$130,000.00 per year during the original term. The specific rates during any renewal period will be determined by mutual agreement of the parties.

REIMBURSABLE EXPENSES:

Vendor may be reimbursed for certain expenses as detailed in the written agreement. The total compensation amount reflected herein is inclusive of all reimbursable expense.

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 ~~Financial~~ Fiscal Officer to engage Vendor to provide related banking services hereunder provided the maximum compensation amount is not increased.

AFFIRMATIVE ACTION:

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

The vendor has identified and scheduled the following firms and percentages:

Total MBE - 95%
Seaway Bank and Trust Company
645 East 87th Street
Chicago, Illinois 60637

Aztec Supply Corporation
5024 West 67th Street
Chicago, Illinois 60638

Total WBE - 5%
 Arrow Messenger Service
 1322 West Walton
 Chicago, Illinois 60622

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

FINANCIAL:

<u>12410-115-54125-252302-000000-2012</u>	<u>\$130,000.00</u>
<u>12410-115-54125-252302-000000-2011</u>	<u>\$130,000.00</u>
<u>12410-115-54125-252302-000000-2010</u>	<u>\$130,000.00</u>
<u>12440-115-54125-252302-000000-2012</u>	<u>\$130,000.00</u>
<u>12440-115-54125-252302-000000-2011</u>	<u>\$130,000.00</u>
<u>12440-115-54125-252302-000000-2010</u>	<u>\$130,000.00</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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

11-0427-PR57

FINAL

AMEND BOARD REPORT 10-0526-PR32
APPROVE ENTERING INTO AN AGREEMENT WITH DUNBAR ARMORED, INC FOR ARMORED CAR SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Dunbar Armored, Inc. to provide armored car services to the Department of Operations, Food Service and Warehousing and the Department of Finance Bureau of Treasury at a cost not to exceed \$860,000.00. Vendor was selected on a competitive basis pursuant to an advertised Request for Proposal (Specification no. 10-250003). A written agreement is currently being negotiated. No services shall be provided by vendor and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This April 2011 Amendment is necessary to correct the budget unit classification from Finance to Treasury and to change the cost allocation between Nutrition Support Services and Treasury for Fiscal Year 2012. No written amendment to the agreement is required.

Specification Number : 10-250003
 Contract Administrator : Gilbert Rabin / 773-553-2297

VENDOR:

- 1) Vendor # 37755
DUNBAR ARMORED, INC.
50 SCHILLING ROAD
HUNT VALLEY, MD 21031
RUSSEL E. DANIELS
410-229-1906

USER:

Treasury
125 South Clark Street
Chicago, IL 60603

Contact : Melanie A.J. Shaker
Phone: 773-553-2595

TERM:

The initial term of this agreement shall commence on August 1, 2010 and shall end July 31, 2012. This agreement shall have one (1) option to renew for a period of 24 months.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide: (i) armored car transportation of coin, currency, checks, and money orders between Board pickup locations and depository bank(s) designated by the Board to accept collections from School Lunchrooms, School Offices, Area Offices, and Other designated Board Locations; (ii) armored car change delivery, (iii) collection reconciliation reporting, (iv) courier and pickup activity reporting, (v) change consisting of both coin and currency, (vi) bags for transporting collections, and (vii) other related supplies/services as requested by Operations or Finance.

DELIVERABLES:

Vendor will provide armored car transportation, activity statements, reconciliation reports, electronic access to information, and other related services and reports as requested, all as detailed in the written agreement.

OUTCOMES:

Vendor's services shall result in coordinated armored car pickup of Lunchroom and Office locations at our schools and facilities, enhanced information flow on collections and pickup activity, and operational efficiencies.

COMPENSATION:

Vendor shall be paid according to the specific rates identified in the written agreement, not to exceed the sum of \$430,000 per year during the initial term; aggregate not to exceed \$860,000.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for certain expenses as detailed in the written agreement. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 10% total MBE and 5% total WBE. However, the Office of Business Diversity recommends a partial waiver of the goals as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted as the vendor has demonstrated good faith efforts in achieving participation.

The Vendor has identified the following:

Total MBE - 2%

Petromex, Inc.
14702 S. Hamlin
Midlothian, Illinois 60445
Contact: Felipe Estrada

Total WBE - 1%

B and L Distributors, Inc.
7808 W. College Drive, Suite 4
Palos Heights, Illinois 60463
Contact: Donna Alm

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Bureau of Treasury: \$30,000 Fiscal Year 2011

Source of Funds: Operating Fund

Charge to: Nutrition Support Food Services: \$400,000 Fiscal Year 2011

Source of Funds: Lunchroom Fund

Charge to: Bureau of Treasury: ~~\$30,000~~ \$155,000 Fiscal Year 2012

Source of Funds: Operating Fund

Charge to: Nutrition Support Food Services: ~~\$400,000~~ \$275,000 Fiscal Year 2012

Source of Funds: Lunchroom Fund

<u>12440-115-54125-252302-000000-2012</u>	<u>\$155,000.00</u>
<u>12440-115-54125-252302-000000-2011</u>	<u>\$30,000.00</u>
12050-312-54560-256009-000000-2012	\$400,000.00
12410-115-54125-252302-000000-2011	\$30,000.00
12410-115-54125-252302-000000-2012	\$30,000.00
12050-312-54560-256009-000000-2011	\$400,000.00
<u>12050-312-54560-256009-000000-2012</u>	<u>\$275,000.00</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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

11-0427-PR58

AMEND BOARD REPORT 10-0528-PR33

APPROVE EXERCISING THE OPTION TO EXTEND THE AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION FOR BANKING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to extend the agreement with U.S. Bank National Association to provide banking services to the Office of School Financial Services and the Bureau of Treasury at a cost not to exceed \$300,000 a year. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written 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. Information pertinent to this agreement is stated below.

This April 2011 amended Board Report is necessary to correct the budget unit classification from Finance to Treasury. No amendment to the agreement is required.

Specification Number : 06-250024
 Contract Administrator : Martha Escareno / 773-553-2284

VENDOR:

- 1) Vendor # 10526
U S BANK NATIONAL ASSOCIATION
800 NICOLLET MALL
MINNEAPOLIS, MN 55402
Stacy L. Stoll
847-948-6005

USER:

Treasury
125 South Clark Street
Chicago, IL 60603

Contact : Melanie A.J. Shaker
Phone: 773-553-2595

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 06-0726-PR20) in the amount of \$300,000.00 per year is for a term commencing October 25, 2006 and ending June 30, 2010, with the Board having 1 option to extend for 12 months. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1 through a duly advertised Request for Proposal (Specification #06-250024).

OPTION PERIOD:

The term of this agreement is being extended for 12 months commencing July 1, 2010 and ending June 30, 2011.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will provide centralized banking services to schools, and other related services at the request of the Chief Financial Officer or Treasurer, all as detailed in the written agreement.

DELIVERABLES:

Vendor will provide accounts, activity statements, reconciliation reports, electronic account access, electronic access to information, interest on balances, and other related services and reports as requested, all as detailed in the written agreement.

OUTCOMES:

Vendor's services shall result in streamlining of banking services for schools, cost and time savings in banking activity, enhanced information flow, and operational efficiencies.

COMPENSATION:

Vendor shall be paid according to the specific rates identified in the written agreement, not to exceed the sum of \$300,000 per year during the extended term.

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 extension document. Authorize the Chief Financial Officer or Treasurer to execute all ancillary documents required to administer or effectuate this extension agreement.

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 partial waiver of the WBE Participation goal for this contract as required by the Revised Remedial Plan Program be granted because the vendor has demonstrated reasonable good faith efforts.

The Vendor has identified and scheduled the following firms and percentages:

Total MBE - 35%
United Building Maintenance
165 Easy Street
Carol Stream, Illinois 60188

USM Logistics
6711 South LeClair Avenue
Bedford Park, Illinois 60638

Total WBE - 1%
Buford Law Office LLC
6 East Monroe, Suite 1301
Chicago, Illinois 60603

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

FINANCIAL:

12440-115-54125-252302-000000-2012	\$300,000.00
<u>12440-115-54125-252302-000000-2012</u>	<u>\$300,000.00</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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

President Richardson-Lowry abstained on Board Report 11-0427-PR58.

11-0427-PR59

FINAL

APPROVE EXTENDING THE AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION FOR BANKING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve extending the agreement with U.S. Bank National Association to provide banking services to the Department of Finance and the Bureau of Treasury at a cost not exceed \$150,000.00 from July 1, 2011 through December 31, 2011. The Board is in the process of completing a Request for Proposal for banking services and this extension is necessary to allow efficient transition and ensure continued services through award of new contract. A written document extending this agreement is currently being negotiated. No payment shall be made to Vendor during the extension 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 agreement is stated below.

Specification Number : 06-250024
Contract Administrator : Martha Escareno / 773-553-2284
VENDOR:

- 1) Vendor # 10526
U S BANK NATIONAL ASSOCIATION
800 NICOLLET MALL
MINNEAPOLIS, MN 55402
Stacy L. Stoll
847-948-6005

USER:

Treasury
125 South Clark Street
Chicago, IL 60603

Contact : Melanie A.J. Shaker
Phone: 773-553-2595

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 06-0726-PR20) in the amount of \$300,000.00 per year was for a term commencing October 25, 2006 and ending June 30, 2010, with the Board having 1 option to extend for 12 months. The agreement was extended (authorized by Board Report 10-0526-PR33) in the amount of \$300,000.00 per year for a term commencing July 1, 2010 and ending June 30, 2011. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1 through a duly advertised Request for Proposal (Specification #06-250024).

OPTION PERIOD:

The term of this agreement is being extended by mutual agreement for 6 months commencing July 1 2011 and ending December 31, 2011.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will provide centralized banking services to schools, and other related services at the request of the Chief Financial Officer or Treasurer, all as detailed in the written agreement.

DELIVERABLES:

Vendor will provide accounts, activity statements, reconciliation reports, electronic account access, electronic access to information, interest on balances, and other related services and reports as requested, all as detailed in the written agreement.

OUTCOMES:

Vendor's services shall result in streamlining of banking services for schools, cost and time savings in banking activity, enhanced information flow, and operational efficiencies.

COMPENSATION:

Vendor shall be paid according to the specific rates identified in the extension agreement; total not to exceed the sum of \$150,000.00 during the 6 month extension period.

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 Financial Officer or Treasurer to execute all ancillary documents required to administer or effectuate this extension agreement.

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 partial waiver of the WBE Participation goal for this contract as required by the Remedial Program be granted because the vendor has demonstrated reasonable good faith efforts.

The Vendor has identified and scheduled the following firms and percentages:

Total MBE - 35%

United Building Maintenance
165 Easy Street
Carol Stream, Illinois 60188

USM Logistics

6711 South LeClair Avenue
Bedford Park, Illinois 60638

Total WBE - 1%

Buford Law Office LLC
6 East Monroe, Suite 1301
Chicago, IL 60603

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

12440-115-54125-252302-000000-2012

\$150,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

President Richardson-Lowry abstained on Board Report 11-0427-PR59.

President Richardson-Lowry indicated that if there were no objections, Board Reports 11-0427-ED1 through 11-0427-ED5, 11-0427-AR1, 11-0427-OP1, 11-0427-OP2, and 11-0427-PR1 through 11-0427-PR59 with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared, Board Reports 11-0427-ED1 through 11-0427-ED5, 11-0427-AR1, 11-0427-OP1, 11-0427-OP2, and 11-0427-PR1 through 11-0427-PR59 adopted.

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 WEST ADAMS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with Noble Network of Charter Schools for lease of a portion of the Cregier School Building, 2040 West Adams. A written lease agreement is currently being negotiated. Possession of the Premises will not be granted to the Charter School until the lease agreement is fully executed. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease agreement is stated below.

This amended Board Report is necessary to amend the Lease to include a School Food Services Agreement as an exhibit to the Lease and to ratify entering into the School Food Services Agreement. An amendment to the Lease and a Food Services Agreement are currently being negotiated. The authority granted herein shall automatically rescind in the event both documents are not executed within 90 days of the date of this amended Board Report.

This amended Board Report is to terminate the existing lease agreement with the Noble Network of Charter Schools for rental of the Cregier School building at 2040 West Adams and enter into a new lease agreement setting the term of such lease for seven (7) years. The length of the term would allow Noble Street Charter School to make an application for New Market Tax Credits (NMTC). CPS property shall not be used as security for the NMTC transaction and any capital improvements made to CPS buildings shall become property of CPS, all in accordance with the Charter School Capital and Facility Budget Policy, as amended. A new written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a new written lease agreement is not executed within 90 days of the date of this amended Board Report.

This amended Board Report is also necessary to terminate the existing School Food Services Agreement with an effective date of June 30, 2011.

TENANT: Noble Network of Charter Schools
1010 N. Noble Street
Chicago, IL 60622
Contact: Michael Milkie, Superintendent
Phone: 773-862-1449

LANDLORD: Board of Education of the City of Chicago

PREMISES: The Premises shall consist of a portion of the building located at 2040 West Adams (Cregier School) to be determined by a Memorandum of Sharing Agreement that shall be made a part of the Lease. As of July 1, 2012, Tenant shall be entitled to the use of the entire building and grounds. The Board approved Tenant's occupancy of this site on March 25, 2009, pursuant to Board Report 09-0325-EX14; therefore, this possession of a CPS facility by a Charter School is in compliance with the notice provision contained in the Charter School Capital and Facility Budget policy.

USE: Tenant shall use the Premises to operate a charter school campus and related educational and community programs, and for no other purpose. Tenant shall have unrestricted access to the Premises

TERM: The lease term shall commence on such date as the new Lease agreement is fully executed, but no earlier than July 1, ~~2009~~ 2011, and shall end June 30, ~~2014~~ 2018. The term of the School Food Services Agreement shall be from September 8, 2009 to June 30, ~~2012~~ 2011. This new lease and the School Food Services Agreement shall automatically terminate on any such date as the Charter School Agreement is terminated.

RENT: \$1 00 per year.

MAINTENANCE & OPERATIONS; OPERATING EXPENSES: In the event Tenant is the sole occupant of the Premises, the Tenant shall have the option to procure various operating services (Operating Services) from the Landlord in accordance with Landlord's current established procedures and rates. This election shall be made prior to the execution of the new lease and will be incorporated into the new lease. Tenant shall be bound by the selection ~~for a one year pilot period. At the end of such one year pilot period, until the first to occur of (i) the date upon which Landlord changes or adds Operating Services; (ii) the date upon which Landlord announces a change in the manner in which it calculates Operating Expenses, or (iii) the date of renewal, if applicable of the new lease. Tenant may change its procurement of Operating Services from the Landlord. Thereafter, Tenant shall be bound by its selection of Operating Services for a 3 year period.~~ In the event Tenant shares the Premises at any time with a Chicago Public School or a contract school, the Tenant will automatically receive all of Landlord's Operating Services and shall pay for such Operating Services pursuant to current established procedures and rates. In the event Tenant shares the Premises at any time with another charter school, both charter schools must make the same election regarding the procurement of Operating Services from the Landlord.

FOOD SERVICES AGREEMENT: The Cregier School Building is a facility shared by a CPS school Best Practices High School, and a charter school operated by Tenant. Noble Network of Charter Schools is recognized as a food services authority by ISBE. ISBE only permits one food service authority per location and the parties have agreed that the Noble Network of Charter Schools will provide food service at the Cregier School Building and, thus, will be responsible for providing food service to the students attending Best Practices High School during such time as the facility is shared with Best Practices High School. The Board shall pay Nobel Network of Charter Schools for the food services it is providing to the students of Best Practices High School in accordance with the terms of the School Food Services Agreement. Nobel Network of Charter schools shall not be entitled to receive any additional monies for such food services beyond the amount set forth in the School Food Services Agreement

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 new written lease agreement, the Lease amendment, and the School Food Services Agreement. Authorize the President and Secretary to execute the new lease agreement, the Lease amendment and the School Food Services Agreement. Authorize the President and Secretary to determine the allocation of responsibility of various maintenance and other services and to execute any and all ancillary documents related to this new Lease, as amended and the School Food Services Agreement

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.
For School Food Services Agreement: Charge to: Nutrition Support Services for actual meals served
Budget Classification: 12050-312-53205-256009-000000-2010-2011

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-OP4

**AMEND BOARD REPORT 09-1028-OP4
RATIFY AUTHORIZE ENTERING INTO A NEW LEASE AGREEMENT WITH NOBLE STREET
CHARTER SCHOOL FOR USE OF THE GLADSTONE SCHOOL BUILDING AT 1231 S. DAMEN
AVENUE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a new lease agreement ~~Ratify a lease agreement~~ with Noble Street Charter School, as tenant, for rental of the Gladstone School located at 1231 S. Damen. Tenant has occupied the Facility since July 1, 2008 without a written lease agreement. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease agreement is stated below.

This amended Board Report to terminate the existing lease agreement and enter into a new lease agreement with the Noble Network of Charter Schools for rental of the Gladstone School building at 1231 South Damen setting the term of the lease agreement to seven (7) years. The length of the term would allow Noble Street Charter School to make an application for New Market Tax Credits (NMTC). CPS property shall not be used as security for the NMTC transaction and any capital improvements made to CPS buildings shall become property of CPS, all in accordance with the Charter School Capital and Facility Budget Policy, as amended. A new written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a new written lease agreement is not executed within 90 days of the date of this amended Board Report.

TENANT: Noble Street Charter School
c/o Noble Network of Charter Schools
1010 N. Noble Street
Chicago, IL 60622
Contact: Mike Milkie, Superintendent
Phone: 773-862-1449

LANDLORD: Board of Education of the City of Chicago Public School

PREMISES: Tenant shall solely occupy the land and building located at 1231 S. Damen (Gladstone School). The Board approved this site on March 26, 2008 (Board Report 08-0326-EX8), therefore the notice provisions in the Charter School Capital and Facility Budget policy adopted at the Board meeting on the same date do not apply to this lease. The Board also approved a Lease Agreement with Tenant for the Premises for a term commencing July 1, 2008 and ending June 30, 2009 (08-0625-OP4) ~~However, no written lease agreement was ever executed. A lease agreement was executed by both parties on January 15, 2010 pursuant to Board Report 09-1028-OP4.~~

USE: Tenant shall use the Premises to operate a charter school campus and related educational and community programs, and for no other purpose. Tenant shall have unrestricted access to the Premises

TERM: The lease term shall commence on such date as the new Lease is fully executed, but no earlier than July 1, 2011, and shall end June 30, ~~2014-2018~~. This lease shall automatically terminate on any such date as the Charter School Agreement is terminated.

RENT: Income

WITHHOLDING OF PAYMENT: Until such time as the new Lease is fully executed, the Board may withhold any general education payments due under the Charter School Agreement to the Tenant

MAINTENANCE & OPERATIONS: In the event Tenant is the sole occupant of the Premises, the Tenant shall have the option to procure various operating services (Operating Services) from the Landlord in accordance with Landlord's current established procedures and rates. The election shall be made prior to the execution of the new lease and will be incorporated into the new lease. Tenant shall be bound by the selection ~~for a pilot period for the 2009/2010 school year~~ until the first to occur of (i) the date upon which Landlord changes or adds Operating Services; (ii) the date upon which Landlord announces a change in the manner in which it calculates Operating Expenses, or (iii) the date of renewal, if applicable of the lease. ~~At the end of such pilot period, Tenant shall have the option to keep or change its procurement of Operating Services, which election will remain in place for the remainder of the Term of this Lease.~~ In the

event Tenant shares the Premises at any time with a Chicago Public School or a contract school, the Tenant will automatically receive all of the Landlord's Operating Services and shall pay for such Operating Services pursuant to current established procedures and rates. In the event Tenant shares the Premises at any time with another charter school, both charter schools must make the same election regarding the procurement of Operating Services from the Landlord

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 new written lease agreement. Authorize the President and Secretary to execute the new lease agreement. Authorize the Chief Operating Officer to determine the allocation of responsibility of various maintenance and other services and to execute any and all ancillary documents related to this new lease.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund

GENERAL CONDITIONS:

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

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

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

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

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

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

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with Noble Network of Charter Schools (Englewood Campus), as tenant, for rental of the Reed School building located at 6350 S. Stewart for its Englewood Campus. A written lease agreement is currently being negotiated. Tenant may not take possession of its portion of the school building prior to the execution of the Lease. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease agreement is stated below.

This amended Board Report to approve entering into the School Food Services Agreement. The School Food Services Agreement shall be included as an exhibit to the lease. The Lease and the School Food Services Agreement are currently being negotiated. The authority granted herein shall automatically rescind in the event both documents are not executed within 90 days of the date of this amended Board Report

This amended Board Report is to terminate the existing lease agreement with the Noble Network of Charter Schools for rental of the Reed School building at 6350 South Stewart setting the term of the new lease agreement to seven (7) years. The length of the term would allow Noble Street Charter School to make an application for New Market Tax Credits (NMTC). CPS property shall not be used as security for the NMTC transaction and any capital improvements made to CPS buildings shall become property of CPS, all in accordance with the Charter School Capital and Facility Budget Policy, as amended. A new written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a new written lease agreement is not executed within 90 days of the date of this amended Board Report.

TENANT: Noble Network of Charter Schools
1231 S. Damen
Chicago, IL 60608
Contact: Michael Milkie, Superintendent and Chief Operating Officer
Phone: 773-278-6895 ext 1500

LANDLORD: Board of Education of the City of Chicago

PREMISES: Tenant shall initially share the land and building located at 6350 S. Stewart (Reed School) with a Chicago Public School and shall exclusively occupy those areas of the building and share other spaces of the building as more fully identified in a Memorandum of Understanding to be attached to the Lease. However, the CPS school at this site is being phased-out and, at such time as the CPS school is fully phased out, tenant shall have sole occupancy of the Premises. The Board approved Tenant's occupancy of this site on November 23, 2009 (Board Report No. 09-1123-EX9); therefore the notice provisions in the Charter School Capital and Facility Budget Policy adopted on March 26, 2008 have been satisfied.

USE: Tenant shall use the Premises to operate a charter school campus and related educational and community programs, and for no other purpose. Tenant shall have unrestricted access to the Premises

TERM: The lease term shall commence on such date as the Lease is fully executed, but no sooner than July 1, 2010 2011, and shall end June 30, 2014 2018. The term of the School Food Services Agreement shall be from September 7, 2010 to June 30 2011. This new lease and the School Food Services Agreement shall automatically terminate on any such date as the Charter School Agreement is terminated.

RENT: \$1.00 per year.

WITHHOLDING OF PAYMENT: Until such time as the new Lease is fully executed, the Board may withhold any general education payments due Tenant under the Charter School Agreement

MAINTENANCE & OPERATIONS: In the event Tenant is the sole occupant of the Premises, the Tenant shall have the option to procure various operating services (Operating Services) from the Landlord in accordance with Landlord's current established procedures and rates. The election shall be made prior to the execution of the new lease and will be incorporated into the new Lease. Tenant shall be bound by this election until the first to occur of (i) the date upon which Landlord changes or adds Operating Services; (ii) the date upon which Landlord announces a change in the manner in which it calculates Operating Expenses, or (iii) the date of renewal, if applicable of the new lease. In the event Tenant shares the Premises at any time with a Chicago Public School, or a contract school the Tenant will automatically receive all of the Landlord's Operating Services and shall pay for such Operating Services pursuant to current established procedures and rates. In the event Tenant shares the Premises at any time with another charter school, both charter schools must make the same election regarding the procurement of Operating Services from the Landlord.

FOOD SERVICES AGREEMENT: The Reed School Building is a facility shared by a CPS school Reed Elementary School, and a charter school operated by Tenant. Tenant is recognized as a food services authority by ISBE. ISBE only permits one food service authority per location and the parties have agreed that the Noble Network of Charter Schools will provide food services at the Reed School Building and will be responsible for providing food services to the students attending Reed Elementary School during such time as the facility is shared with Reed Elementary School. The Board shall pay Noble Network of Charter Schools for the food services it is providing to the students of Reed Elementary School in accordance with the terms of the School Food Services Agreement. Noble Network of Charter Schools shall not be entitled to receive any additional monies for such food services beyond the amount set forth in the School Food Services Agreement.

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 new written lease agreement and the School Food Services Agreement. . Authorize the President and Secretary to execute the new lease agreement and the School Food Services Agreement. Authorize the Chief Operating Officer to determine the allocation of responsibility of various maintenance and other services and to execute any and all ancillary documents related to this new Lease and the School Food Services Agreement

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.
For School Food Services Agreement: Charge to Nutrition Support Services for actual meals served
Budget Classification: 12050-312-53205-256009-000000-2011

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-OP6

APPROVE THE RENEWAL OF THE LEASE AGREEMENT WITH MENTAL HEALTH ASSOCIATION OF GREATER CHICAGO FOR RENTAL OF SPACE AT 125 SOUTH CLARK STREET

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the renewal of the lease agreement with Mental Health Association of Greater Chicago for rental of space at 125 South Clark Street consisting of 751 rentable square feet on the 18th Floor (Suite 1820). A written renewal agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease renewal agreement is stated below.

TENANT: Mental Health Association of Greater Chicago
125 South Clark Street, Suite 1820
Chicago, IL 60603
Contact Person: Martha Schriver

LANDLORD: Board of Education of the City of Chicago

PREMISES: 751 rentable square feet on the 18th Floor, Suite 1820, 125 S. Clark Street, Chicago, Illinois

USE: Office space for Tenant's not-for-profit social service agency.

RENEWAL TERM: By mutual consent of the parties, the lease agreement shall be renewed for a term commencing May 1, 2011 and ending April 30, 2012.

ORIGINAL LEASE AGREEMENT: The original Lease (authorized by Board Report 01-0523-OP3) is for a term commencing May 1, 2001 and ending April 30, 2006. The original lease was renewed (authorized by Board Report 06-0322-OP3) for a term commencing May 1, 2006 and ending April 30, 2009. The original lease was further renewed (authorized by Board Report 09-0422-OP5) for a term commencing May 1, 2009 and ending April 30, 2010. The original lease was further renewed (authorized by Board Report 10-0526-OP3) for a term commencing May 1, 2010 and ending April 30, 2011.

BASE RENT: Base Rent for the renewal term, as set forth in the current agreement, shall be as follows

<u>Term</u>	<u>Rent per square foot</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
5/1/11 – 4/30/12	\$20.26	\$15,215.26	\$1,267.93

ADDITIONAL RENT: Tenant shall also pay for electricity at the annual rate of \$1,028.87 for the renewal period (based upon the annual rate of \$1.37 per square foot).

ADDITIONAL TERMS AND CONDITIONS: Except as specifically modified herein, all other terms and conditions of the Lease shall remain in full force and effect.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal agreement. Authorize the President and Secretary to execute the lease renewal agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this lease agreement.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Credit to the General Fund.

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-OP7

**APPROVE THE RENEWAL OF THE LEASE AGREEMENT WITH
RADIO SHACK CORPORATION FOR RENTAL OF SPACE AT 125 SOUTH CLARK STREET**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the renewal of the lease agreement with Radio Shack Corporation for rental of space at 125 South Clark Street consisting of 2,203 rentable square feet on the 1st Floor (arcade). A written renewal agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease renewal agreement is stated below.

TENANT: Radio Shack Corporation
Real Estate Division
300 W. Third Street, Suite 700
Ft. Worth, TX 75102
Contact Person: Jason Kean
(817) 415-4191

LANDLORD: Board of Education of the City of Chicago

PREMISES: 125 South Clark Street Suite A-8; 2,203 rentable space square feet of space located on 1st floor arcade.

USE: To be used by Radio Shack as retail electronic store

RENEWAL TERM: By mutual consent of the parties, the lease agreement shall be renewed for a term commencing April 1, 2011 and ending March 31, 2012.

ORIGINAL LEASE AGREEMENT: The original Lease (authorized by Board Report 00-0927-OP5, as amended by Board Reports 00-1220-OP1 and 01-0523-OP2) for a term commencing May 1, 2001 and ending March 31, 2011

BASE RENT: Base Rent for the renewal term, as set forth in the renewal agreement, shall be as follows

<u>Term</u>	<u>Monthly Fixed Minimum Rent</u>
4/1/11 – 3/31/12	\$11,015.00

ADDITIONAL RENT: Tenant shall pay to the Landlord each month, an amount equal to its proportionate share of the Building's real estate taxes.

EARLY TERMINATION RIGHT: Tenant shall have the right to terminate this lease at any time upon 30 days prior written notice to Landlord.

ADDITIONAL TERMS AND CONDITIONS: Except as specifically modified herein, all other terms and conditions of the Lease shall remain in full force and effect.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal agreement. Authorize the President and Secretary to execute the lease renewal agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this lease agreement.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Credit to the General Fund

GENERAL CONDITIONS:

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

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

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

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

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

11-0427-EX14

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>
Eduardo Cesario	Interim Principal Clinton	Contract Principal Clinton Area 2 P.N. 119217 Commencing: July 1, 2011 Ending: June 30, 2015
Stephen Harden	Contract Principal Cameron	Contract Principal Cameron Area 4 P.N. 113217 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.

11-0427-EX15

FINAL

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>
Javier Arriola-Lopez	Contract Principal Carson	Contract Principal Carson Area 54 P.N. 138879 Commencing: July 1, 2011 Ending: June 30, 2015
Asuncion Ayala	Contract Principal North-Grand	Contract Principal North-Grand Area 54 P.N. 129399 Commencing: July 1, 2011 Ending: June 30, 2015
Carlos Azcoitia	Contract Principal Greeley	Contract Principal Greeley Area 2 P.N. 113928 Commencing: July 1, 2011 Ending: June 30, 2015
Sandra Carlson	Contract Principal Gray	Contract Principal Gray Area 54 P.N. 116827 Commencing: July 1, 2011 Ending: June 30, 2015
Mathew Ditto	Contract Principal Jackson	Contract Principal Jackson Area 54 P.N. 122107 Commencing: July 1, 2011 Ending: June 30, 2015
Lloyd Ehrenberg	Contract Principal Prussing	Contract Principal Prussing Area 54 P.N. 118121 Commencing: July 1, 2011 Ending: June 30, 2015
Ana Espinoza	Contract Principal Sandoval	Contract Principal Sandoval Area 11 P.N. 146694 Commencing: July 1, 2011 Ending: June 30, 2015

Federico Flores	Contract Principal Peabody	Contract Principal Peabody Area 6 P.N. 120213 Commencing: July 1, 2011 Ending: June 30, 2015
Jacqueline Hearn	Contract Principal Hefferan	Contract Principal Hefferan Area 7 P.N. 122604 Commencing: July 1, 2011 Ending: June 30, 2015
Kenneth Hunter	Contract Principal Prosser	Contract Principal Prosser Area 26 P.N. 116123 Commencing: July 1, 2011 Ending: June 30, 2015
Lee Jackson	Contract Principal Crown	Contract Principal Crown Area 10 P.N. 120790 Commencing: July 1, 2011 Ending: June 30, 2015
Shawn Jackson	Contract Principal Spencer	Contract Principal Spencer Area 3 P.N. 117132 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.

11-0427-AR2

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. **Extend the rescission dates contained in the following Board Reports to June 22, 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. 10-0224-EX16: Amend Board Report 09-0527-EX4: Amend Board Report 08-1022-EX6: Amend Board Report 07-1024-EX12: Approve the Establishment of the Chicago High School for the Arts and Entering into a School Management and Performance Agreement with Chicago High School for the Arts.
User Group: Office of New Schools
Services: Management and Performance Agreement
Status: In negotiations
 2. 10-0224-PR16: Ratify Entering into an Intergovernmental Agreement with Chicago Police Department for School Patrol Service.
User Group: Office of School Safety and Security
Services: School patrol services
Status: In negotiations
 3. 10-0428-PR32: Approve Entering into an Agreement with Caremark PCS Health LLC for Consulting, Pharmacy Benefits Management and Other Services
User Group: Office of Human Capital
Services: Pharmacy Benefits Management
Status: In negotiations

4. 10-0728-PR6: Approve Entering into Agreements with Various Vendors for the Sale and Lease of Output Device Equipment and Related Services.
User Group: All schools and Areas
Services: Sale and Lease of Output Device Equipment
Status: In negotiations
5. 10-0728-PR15: Approve Entering into an Agreement with ACT, Inc. for the Purchase of Test Materials and Related Services.
User Group: Assessment Design
Services: Purchase of Test Materials and Related Services
Status: In negotiations
6. 10-0728-PR22: Approve Entering into a Subscriber Agreement with LexisNexis for Computer Assisted Legal Research Services.
User Group: Law Department
Services: Subscriber Agreement
Status: In negotiations
7. 10-0825-PR18: Amend Board Report 10-0324-PR18: Amend Board Report 09-0422-PR23: Amend Board Report 08-0602-PR55: Amend Board Report 07-1114-PR20: Amend Board Report 07-0627-PR42: Amend Board Report 06-0823-PR21: Amend Board Report 06-0125-PR21: Amend Board Report 05-1221-PR21: Amend Board Report 04-0526-PR52: Amend Board Report 01-0328-PR41: Approve The Pre-Qualification Status of Least Restrictive Environment Consultants to Provide Consulting Services.
User Group: Citywide Special Education and Support
Services: Consulting Services
Status: In negotiations
8. 10-0922-PR21: Amend Board Report 09-0624-PR34: Amend Board Report 09-0624-PR34: Approve Entering into an Agreement with Stericycle, Inc. for Bloodborne Pathogens Supplies
User Group: Citywide Special Education and Support
Services: Bloodborne Pathogens Supplies
Status: In negotiations
9. 10-0922-PR26: Approve Entering into Agreements with Various Consultants to Provide School Diagnostic Services for Probationary High Schools and Elementary Schools.
User Group: Turn – Around Schools
Services: School Diagnostic Services
Status: In negotiations
10. 10-1027-OP1: Authorize Entering into a Lease Agreement with a Right of First Refusal and Option to Purchase School Facilities at 3633 N. California Avenue for a New Audubon Entrepreneurial Academy High School.
User Group: Office of Real Estate
Services: Lease Agreement
Status: In negotiations
11. 10-1117-PR2: Amend Board Report 10-0922-PR4: Amend Board Report 10-0428-PR7: Approve Exercising the First Option to Renew the Agreement with C and M JV1 Company Ltd for Milk Supply and Delivery Services.
User Group: Citywide Nutrition Support Services
Services: Milk Supply and Delivery Services
Status: In negotiations
12. 10-1117-PR21: Approve Exercising the Final Option to Renew the Agreement with ARAG Insurance Company to Provide Access to Legal Services Network for Chicago Public Schools
User Group: Office of Human Capital
Services: Access to Legal Services Network
Status: In negotiations
13. 10-1117-PR24: Approve Entering into an Agreement with the New Teacher Project for Educational Support Services.
User Group: Office of Human Capital
Services: Educational Support Services
Status: In negotiations
14. 10-1215-OP1: Amend Board Report 10-0825-OP1: Approve Entering into an Intergovernmental Agreement to Exchange Land, an Amendment to the Lease Between the Public Building Commission and the Board, a Shared Use and Temporary License Agreement with the Chicago Park District Each in Connection with an Addition to the Edgebrook School.
User Group: Facilities and Operations
Services: Land Exchange and Temporary License Agreement
Status: In negotiations

15. 11-0126-PR10: Approve Entering into Agreements with Various Vendors for the Purchase of Low-Cost Computing Devices and Associated Accessories.
User Group: Information & Technology Services
Services: Purchase of Computing Devices
Status: In negotiations
 16. 11-0126-PR13: Approve Entering into an Agreement with McGladrey and Pullen, LLP for External Audit Consulting Services.
User Group: Corporate Accounting
Services: External Audit Services
Status: In negotiations
 17. 11-0126-PR14: Amend Board Report 09-1123-PR11: Approve Entering into an Agreement with the University of Chicago, School of Social Service Administration, to Guide the Programming, Service Development, Implementation and Evaluation of the Woodlawn Community of Community Schools.
User Group: Office of Extended Learning Opportunities
Services: Implementation and Evaluation Services
Status: In negotiations
 18. 11-0126-PR19: Amend Board Report 10-0825-PR17: Amend Board Report 10-0623-PR41. Amend Board Report 10-0324-PR19: Amend Board Report 09-0826-PR32: Approve Entering into Agreements with Various Vendors for the Purchase of Specialized Equipment, Testing Materials, Maintenance, Training and Warranty Services.
User Group: Citywide Special Education & Supports
Services: Purchase of Specialized Equipment
Status: In negotiations
 19. 11-0126-PR21: Approve Entering into an Agreement with the University of Chicago for Grant Evaluation Services Provided by Chapin Hall Center.
User Group: Citywide Special Education Resource
Services: Grant Evaluation Services
Status: In negotiations
 20. Approve Entering into an Agreement with Wyman Center, Inc. for the Purchase of Curriculum and Training Services.
User Group: Citywide Special Education Resource
Services: Purchase of Curriculum and Training Services
Status: In negotiations
 21. 11-0126-PR23: Approve Entering into an Agreement with NCS Pearson, Inc. for the Purchase of the Extract Results for the Stanford Achievement Test Series, Tenth Edition (Stanford 10)
User Group: Office of Student Assessments
Services: Purchase of Stanford Achievement Test Series
Status: In negotiations
- II. **Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:**
1. 10-0623-PR20: Approve Entering into an Agreement with the University of Wisconsin-Madison Center on Education and Work for the Purchase of Test Materials.
User Group: Assessment Design
Services: Purchase of Test Materials
Additional Action: Rescind Board authority in full.
 2. 10-0922-PR22: Amend Board Report 10-0428-PR40: Approve Entering into Agreements with Various Vendors for the Purchase of Response Intervention Services (RTI).
User Group: Office of Teaching & Learning
Services: Purchase of Response Intervention Services
Additional Action: Rescind Board authority in full for Scantron Corporation (#13).
 3. 11-0126-PR4: Approve Exercising the Second Option to Renew the Agreement with LCM Architects for Consulting Services.
User Group: Facility Operations & Maintenance
Services: Consulting Services
Additional Action: Rescind Board authority in full.

President Richardson-Lowry thereupon declared Board Reports 11-0427-OP3 through 11-0427-OP7, 11-0427-EX14, 11-0427-EX15, and 11-0427-AR2 accepted.

President Richardson-Lowry presented the following statement for the Public Record:

Each year the Chicago Board of Education is required to approve a balanced budget for the Chicago Public Schools not later than the end of August.

However, the state law requires that the Board of Education approve its property tax levies by mid December of the previous school year. To ensure Chicago Public Schools has all available budgetary options available to it to continue quality education for its students, for the last ten years the Board has approved in December a property tax levy that increases the potential tax extension up to the limits of the established state law.

However, after developing the preliminary budget estimates, as in many years, the Board also votes to abate all or part of the increases just as it did in April when it abated the entire increase leaving CPS levy flat.

For the 2011-2012 school year, the Board supports an abatement of the entire 140 property tax increase that was approved by the levy resolution last December just as we did last year.

The City Mayor, Mayor Daley has also said he opposes any property tax increase for CPS, and we certainly share his point of view of ensuring that we do not add to the burden of homeowners as they continue to be challenged by this difficult economic and reduced property value period.

In the past years, the Board has taken every possible step to reduce operating costs without impacting students' education, We support continued efforts to utilize new creative thinking and enhanced efficiencies to address the more than \$700 million shortfall without increasing property taxes.

Just as it is the responsibility of the next Board to craft its own budget for the 2011-2012 school year, they must also determine the level of resources they will utilize, including whether or not they want to increase resources through increased property taxes.

As it would be inappropriate for this Board to enact a resolution that will in any way limit or restrict the next Board's available options to balance its budget, therefore, we do not approve a property tax abatement before this Board's service is concluded.

We leave that to the – in the good hands of the future leadership of the district and please consider this above-referenced statement as part of the record for this April 27, 2011 Board of Education meeting.

OMNIBUS

At the Regular Board Meeting of April 27, 2011 the foregoing motions, reports and other actions set forth from number 11-0427-MO1 through 11-0427-AR14 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Ms. Davis voted Nay on Board Reports 11-0427-EX4 through 11-0427-EX8.

President Richardson-Lowry abstained on Board Reports 11-0427-PR55, 11-0427-PR58, and 11-0427-PR59.

ADJOURNMENT

President Richardson-Lowry moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Richardson-Lowry thereupon declared the Board Meeting adjourned.

April 27, 2011

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 April 27, 2011 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

**Estela G. Beltran
Secretary**

INDEX

AR – REPORTS FROM THE GENERAL COUNSEL

11-0427-AR1 Authorize Settlement of Claim by Environmental Design International, Inc..... 68, 69

11-0427-AR2 Report on Board Report Rescissions216 - 218

11-0427-AR3 Workers' Compensation – Payment for Lump Sum Settlement for Pamela Bengtson
– 09 WC 08638 2, 3

11-0427-AR4 Workers' Compensation – Payment for Lump Sum Settlement for Mark DeYoung
– 08 WC 33935 3

11-0427-AR5 Workers' Compensation – Payment for Lump Sum Settlement for Karen Flock
– 04 WC 52283 3, 4

11-0427-AR6 Workers' Compensation – Payment for Lump Sum Settlement for Bertha Garcia
– 07 WC 43612 4

11-0427-AR7 Workers' Compensation – Payment for Lump Sum Settlement for Maude McGee
– 09 WC 34791 5

11-0427-AR8 Workers' Compensation – Payment for Lump Sum Settlement for Shirley
Watson-Day – 05 WC 22426 5, 6

11-0427-AR9 Workers' Compensation – Payment of Award for Sandra Mendez – 05 WC 14964;
05 WC 20392 & 06 WC 1426 6

11-0427-AR10 Workers' Compensation – Payment of Award Eric Willis, Husband of Deceased
Fenita Smith - Case No. 05 WC 10784..... 6

11-0427-AR11 Approve Payment of Proposed Settlement in Jimmie G. (Case No. 10 C 7840) 6, 7

11-0427-AR12 Appoint Assistant General Counsel Department of Law – (Kara M. Craig)..... 7

11-0427-AR13 Appoint Assistant General Counsel Department of Law – (Daniel Raspatello)..... 8

11-0427-AR14 Appoint Assistant General Counsel Department of Law – (Gabriela Brizuela) 8

CO – COMMUNICATIONS

11-0427-CO1 Communication Re: Location of Board Meeting of May 25, 2011 –
125 S. Clark Street (Board Chamber)..... 43

ED – REPORTS FROM THE CHIEF EDUCATION OFFICER

11-0427-ED1 Report on Student Expulsions for March 2011 62

11-0427-ED2 Amend Board Report 09-0722-ED3 Ratify Entering Into a Memorandum of
Understanding with Catalyst Schools (Catalyst Elementary School – Circle Rock)
to Participate in the Real/Chicago Teacher Advancement Program 62 - 64

11-0427-ED3 Amend Board Report 10-0526-ED3 Approve Entering Into a Memorandum of
Understanding with Chicago Charter School Foundation (Chicago International
Charter School) to Participate in the Real Program 64, 65

11-0427-ED4 Amend Board Report 10-0825-ED2 Approve Entering Into a Memorandum of
Understanding with Catalyst Schools (Catalyst Elementary School – Howland
Campus) to Participate in the Real/Chicago Teacher Advancement Program...65 - 67

ED – REPORTS FROM THE CHIEF EDUCATION OFFICER (Cont.)

11-0427-ED5 Ratify and Authorize Tuition Payments to Northeastern Illinois University for a Program for Early Childhood Teachers to Obtain Bilingual and ESL Endorsements 67, 68

EX – REPORTS FROM THE CHIEF EXECUTIVE OFFICER

**11-0427-EX1 Transfer of Funds*
*[Note: The complete document will be on File in the Office of the Board]..... 44 - 46**

11-0427-EX2 Change the School’s Educational Focus and Change the School’s Name to Edward A. Bouchet International Academy of Chicago..... 46, 47

11-0427-EX3 Approve Entering Into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at William T. Sherman Elementary School, School of Excellence 47, 48

11-0427-EX4 Consolidate Hans Christian Andersen Elementary School Into LaSalle II Magnet Elementary School..... 49

11-0427-EX5 Consolidate Avondale School Into Logandale School and Adjust the Attendance Area Boundary of Logandale School..... 49, 50

11-0427-EX6 Consolidate the High School of Bowen Environmental Studies High School, the Chicago Discovery High School, and Global Visions High School Into the New Millennium High School and Establish a Single Regular High School in the Bowen Campus 50, 51

11-0427-EX7 Consolidate Philo Carpenter Elementary School Into Mancel Talcott Elementary School 52

11-0427-EX8 Consolidate George Schneider Elementary School Into Friedrich Ludwig Jahn Elementary School and Adjust the Attendance Areas for Both Schools..... 52, 53

11-0427-EX9 Amend Board Report 10-1215-EX2 Ratify Exercising the Option to Renew the Agreement with the Academy for Urban School Leadership to Recruit Candidates Into a Teacher Residency Program and Provide Professional Development Services (Dodge Renaissance Academy, The Chicago Academy, Tarkington School of Excellence, National Teachers Academy, Chicago Academy High School, Collins Academy High School, Orr Academy High School, ~~Erie Selerie Academy High School~~) 53 - 55

11-0427-EX10 Approve the Renewal of the Charter School Agreement with Bronzeville Lighthouse Charter School 56, 57

11-0427-EX11 Approve the Renewal of the Charter School Agreement with Chicago Virtual Charter School 57, 58

11-0427-EX12 Approve the Renewal of the Charter School Agreement with Urban Prep Academies 59, 60

11-0427-EX13 Authorize Payment of Startup Funds to and Approve Entering Into Disbursement and Use of Startup Funds Agreements with Various Charter Schools..... 60, 61

11-0427-EX14 Principal Contracts (A) 214

11-0427-EX15 Principal Contracts (B) 215, 216

11-0427-EX15A Principal Contract (D) (Wipachit) 9

11-0427-EX16 Warning Resolution – Thomas Arrington, Teacher, Morgan Park High School.... 9, 10

EX – REPORTS FROM THE CHIEF EXECUTIVE OFFICER (Cont.)

11-0427-EX17 Warning Resolution – Aubry Battee, Tenured Teacher, Collins Academy High School 10

11-0427-EX18 Warning Resolution – Ralph Bennett, Teacher, Hyde Park Career Academy 10

11-0427-EX19 Warning Resolution – Lloyd Brown, Teacher, Harlan Community Academy 11

11-0427-EX20 Warning Resolution – Xochitl Chavarria-Lujan, Teacher, Northwest Middle School 11

11-0427-EX21 Warning Resolution – Gloria Cruz, Tenured Teacher, Assigned to LaSalle Elementary Language Academy 12

11-0427-EX22 Warning Resolution – Christopher Dowell, Teacher, Dodge Renaissance Academy 12

11-0427-EX23 Warning Resolution – Carolyn Gipson, Teacher, Hirsch High School 13

11-0427-EX24 Warning Resolution – Jacqueline Harris, Teacher, Frank L. Gillespie School 13

11-0427-EX25 Warning Resolution – Lisa Hoeper, Teacher, Edwin Foreman High School 14

11-0427-EX26 Warning Resolution – William Lyons, Teacher, Walter Payton College Prep High School 14

11-0427-EX27 Warning Resolution – Elisa Marquez, Tenured Teacher, Cameron Elementary 15

11-0427-EX28 Warning Resolution – Patricia Mendoza, Teacher, Wells Community Academy High School 15

11-0427-EX29 Warning Resolution – Terry Mitter, Counselor, Assigned to Piccolo Elementary School 16

11-0427-EX30 Warning Resolution – Walter Negron, Teacher, Marquette School 16

11-0427-EX31 Warning Resolution – Moneka Reynolds-Smith, Tenured Teacher, Assigned to Dvorak Technology Academy 17

11-0427-EX32 Warning Resolution – Holly Rouser, Tenured Teacher – Speech Pathologist, Office of Special Education and Supports 17

11-0427-EX33 Warning Resolution – Gloria Thompson, Tenured Teacher, Assigned to Patrick Henry Elementary School 18

11-0427-EX34 Warning Resolution – Mark Thompson, Tenured Teacher – Assigned to Harlan Community Academy High School 18

11-0427-EX35 Warning Resolution – Andrada Vonea, Tenured Teacher, Assigned to Chicago Military Academy 19

11-0427-EX36 Warning Resolution – Deborah Ward, Tenured Teacher, Lawndale Community Academy 19

11-0427-EX37 Adopt Finding that Pupils Are Non-Residents of the City of Chicago Indebted to the Chicago Public Schools for Non-Resident Tuition 20

11-0427-EX38 Adopt Finding that Pupils Are Non-Residents of the City of Chicago Indebted to the Chicago Public Schools for Non-Resident Tuition 20, 21

MO – MOTION

11-0427-MO1 Motion to Close 1

OP – REPORTS FROM THE CHIEF OPERATING OFFICER

- 11-0427-OP1 **Approve Entering Into an Intergovernmental Agreement with the City of Chicago Relating to Continued Participation with the City of Chicago in a 5-Year School Building Accessibility Renovation Program, Including Negotiating, Executing and Delivering an Intergovernmental Agreement with the City of Chicago69 - 71**
- 11-0427-OP2 **Approve Entering Into an Intergovernmental Agreement with the Public Building Commission of Chicago for the Design and Installation of a New Enhanced Security Camera Project for the Board of Education71, 72**
- 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 West Adams207 - 209**
- 11-0427-OP4 **Amend Board Report 09-1028-OP4 Ratify Authorize Entering Into a New Lease Agreement with Noble Street Charter School for Use of the Gladstone School Building at 1231 S. Damen Avenue209, 210**
- 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. Stewart210 - 212**
- 11-0427-OP6 **Approve the Renewal of the Lease Agreement with Mental Health Association of Greater Chicago for Rental of Space at 125 South Clark Street212, 213**
- 11-0427-OP7 **Approve the Renewal of the Lease Agreement with Radio Shack Corporation for Rental of Space at 125 South Clark Street213, 214**
- 11-0427-OP8 **Authorize the Public Building Commission of Chicago to Purchase the Property at 10432 South Indianapolis Boulevard for the Construction of a New Southeast Area Elementary School.....24 - 26**
- 11-0427-OP9 **Authorize the Public Building Commission of Chicago to Purchase the Property at 10491 South Indianapolis Boulevard for the Construction of a New Southeast Area Elementary School.....26, 27**

PO – POLICIES

- 11-0427-PO1 **Amend Board Report 08-0326-PO1 Charter School Capital and Facility Budget Policy31 - 33**

PR – REPORTS FROM THE CHIEF PURCHASING OFFICER

- 11-0427-PR1 **Amend Board Report 10-0728-PR1 Approve Entering Into an Agreement with CDW Government, Inc. (CDW-G) for the Purchase of Software Resale and Support Services and Products72, 73**
- 11-0427-PR2 **Report on Emergency Expenditures74**
- 11-0427-PR3 **Report on Emergency Expenditures74, 75**
- 11-0427-PR4 **Amend Board Report 09-0923-PR6 Approve Entering Into an Agreement with URS Corporation for Program Management Services for the Capital Improvement Program75 - 77**
- 11-0427-PR5 **Amend Board Report 09-1123-PR5 Amend Board Report 09-0923-PR4 Approve Entering Into an Agreement with the Gordian Group to License Use of the Job Ordering Contract System and to Provide Consulting Services for the Board’s Job Order Contract Program77 - 80**

PR – REPORTS FROM THE CHIEF PURCHASING OFFICER (Cont.)

11-0427-PR6 Amend Board Report 10-1027-PR4 Amend Board Report 10-0526-PR1 Amend Board Report 09-1123-PR3 Amend Board Report 09-0422-PR11 Approve Entering Into an Agreement with Frank Cooney and Lowery McDonnell Company for the Purchase of Office, Classroom and Library Furniture.....80 - 83

11-0427-PR7 Approve Exercising the Second Option to Renew the Agreement with C and M JV1 Company, LTD for Milk Supply and Delivery Services83, 84

11-0427-PR8 Approve Exercising the First Option to Renew the Agreement with Chartwells/Thompson for Food Services Management.....85 - 87

11-0427-PR9 Approve Exercising the Second Option to Renew the Agreement with Concord Group for Cost Estimator Services87, 88

11-0427-PR10 Approve the Award of Construction Contracts and Approve Changes to Construction Contracts for the Board of Education’s Capital Improvement Program89 - 111

11-0427-PR11 Approve Exercising the Third Option to Renew the Agreement with Preferred Meal Systems for Prepared Meals-Frozen Preplated and Distribution Services..... 112, 113

11-0427-PR12 Approve Exercising the Second Option to Renew the Agreement with Speedy Gonzalez Landscaping, Inc. for Asphalt and Concrete Installation and Removal Services 114, 115

11-0427-PR13 Approve Entering Into an Agreement with Various Vendors for Landscape Maintenance Services for Regions 1 Through 13 (All Schools) and Regions 14-19 (Schools that Have Campus Parks and Athletic Fields).....115 - 118

11-0427-PR14 Amend Board Report 09-0624-PR14 Amend Board Report 08-0723-PR15 Approve Exercising the First and Second Options to Renew Two Agreements with Quantum Crossings, LLC for Telecommunications Maintenance, Cabling, and Services for Moves, Adds, and Changes118 - 122

11-0427-PR15 Amend Board Report 09-1123-PR10 Approve Entering Into Agreements with Various Consultants for Computer Maintenance and Support Services122 - 124

11-0427-PR16 Amend Board Report 10-0428-PR22 Approve the Pre-Qualification Status of Various Vendors to Provide Field Services for Special Projects125 - 127

11-0427-PR17 Amend Board Report 10-0623-PR14 Approve Exercising the Third Option to Renew the Agreement with NCS Pearson, Inc. for the Purchase of Student Information Systems Software Licenses.....127 - 129

11-0427-PR18 Amend Board Report 10-0623-PR17 Approve Exercising the First Option to Renew the Agreement with Versi Fit Software, LLC for Dashboard Support and Enhancements.....129 - 131

11-0427-PR19 Amend Board Report 10-1027-PR10 Approve Entering Into an Agreement with KC Logistics DBA Teaming Solution for Training Services131 - 133

11-0427-PR20 Approve Exercising the Second Option to Renew the Agreement with Blackwell Consulting Services to Provide Enterprise Data Movement and Management Services133 - 135

11-0427-PR21 Approve Exercising the First Option to Renew the Agreement with Kronos Incorporated for Software and Hardware Maintenance 135, 136

PR – REPORTS FROM THE CHIEF PURCHASING OFFICER (Cont.)

11-0427-PR22 Approve Exercising the Second Option to Renew the Agreement with Sentinel Technologies for E-Mail and Web Content Filtering Services.....136 - 138

11-0427-PR23 Approve Payment to the Achievement Network for Consulting Services138 - 140

11-0427-PR24 Approve Payment to Compass Learning for the Purchase of Software Services141 - 143

11-0427-PR25 Approve Payment to Rachel Curtis for Consulting Services..... 144, 145

11-0427-PR26 Approve Payment to David Ghoogasian for Consulting Services 146, 147

11-0427-PR27 Approve Payment to Human Capital Development for Consulting Services ..148, 149

11-0427-PR28 Approve Payment to Mind Research Institute for the Purchase of Software Services 150, 151

11-0427-PR29 Approve Payment to Chris Weber for Consulting Services.....152 - 154

11-0427-PR30 Approve Exercising the First Option to Renew the Agreements with Various Auditing Firms for Internal Auditing Services for the School Based Program 155, 156

11-0427-PR31 Approve Entering Into an Agreement with Jefferson Wells International, Inc for Construction Audit Services..... 157, 158

11-0427-PR32 Approve Exercising the Option to Renew the Agreement with Richard Seidel for Archival Services (Office of the Board) 158, 159

11-0427-PR33 Approve Payment to Gregory Butler, the Butler Home Improvement Contractor for the Purchase of Contractor Services (Dewey School)..... 160

11-0427-PR34 Approve Payment to Southwest Youth Collaborative for Out-of-School Time Programs and Services to Students and Their Families at Peck School.....160, 161

11-0427-PR35 Approve Entering Into an Agreement with Vendors to Provide Summer Safe Haven Sites and Services 161, 162

11-0427-PR36 Approve Exercising the Final Option to Renew the Agreement with Accurate Biometrics for Fingerprinting Services162 - 165

11-0427-PR37 Approve Entering Into an Agreement with General ASP, Inc., to Provide Polaris Assessment System 165, 166

11-0427-PR38 Approve Entering Into an Agreement with Loran Marketing Group to Perform Qualitative Research on Performance Evaluation with CPS Teachers166 - 168

11-0427-PR39 Approve Exercising the Option to Renew the Agreement with the New Teacher Center for New Principal and Teacher Induction and Support Services168 - 171

11-0427-PR40 Approve Exercising the First Option to Renew the Agreement with Sedgwick Claims Administration Services and Authorize Funding of Escrow Accounts Associated with These Services171 - 173

11-0427-PR41 Approve Entering Into a Teacher Referral and Support Agreement with Teach for America 173, 174

11-0427-PR42 Approve Payment to Canon Business Solutions, Inc. for Equipment Provided to the Law Department 174, 175

PR – REPORTS FROM THE CHIEF PURCHASING OFFICER (Cont.)

11-0427-PR43 Amend Board Report 11-0126-PR16 Approve Exercising the Second and Third Options to Renew the Agreement with Steven Gering for Coordination and Communications Services175 - 177

11-0427-PR44 Approve Entering Into an Agreement with Metis for Evaluation of the Striving Readers Program177 - 179

11-0427-PR45 Approve Exercising the First Option to Renew Agreement with Cannon Cochran Management Services, Inc. to Provide Claim Administrative Services 179, 180

11-0427-PR46 Approve Payment to Chicago Police Department of the City of Chicago for Security Services at Various Schools..... 180, 181

11-0427-PR47 Amend Board Report 10-0428-PR38 Approve Exercising the First Option to Renew the Agreement with Phonak, LLC for the Purchase of Assistive Listening Devices.....181 - 183

11-0427-PR48 Approve Exercising the First Option to Renew the Agreement with Chalk, LLC for Consulting Services183 - 186

11-0427-PR49 Approve Entering Into an Agreement with Illinois Caucus for Adolescent Health for Training, Youth Development, and Implementation Services186 - 188

11-0427-PR50 Approve Exercising the Second Option to Renew the Agreement with Phonak, LLC for the Purchase of Assistive Listening Devices.....188 - 190

11-0427-PR51 Approve Exercising the Second Option to Renew the Agreement with the University of Chicago for Consulting Services190 - 192

11-0427-PR52 Approve Entering Into an Agreement with Chicago Debate Commission for the Development of Curriculum, Technical Services and Professional Development Services 192, 193

11-0427-PR53 Approve Entering Into an Agreement with Classroom, Inc. for the Purchase of Comprehensive Curriculum and Professional Development Services193 - 195

11-0427-PR54 Amend Board Report 09-0225-PR10 Approve Entering Into an Agreement with Amalgamated Bank of Chicago for Banking Services195 - 197

11-0427-PR55 Amend Board Report 09-0225-PR12 Approve Entering Into an Agreement with JP Morgan Chase Bank for Banking Services197 - 199

11-0427-PR56 Amend Board Report 09-0225-PR13 Approve Entering Into an Agreement with Seaway Bank and Trust Company for Banking Services199 - 201

11-0427-PR57 Amend Board Report 10-0526-PR32 Approve Entering Into an Agreement with Dunbar Armored, Inc for Armored Car Services201 - 203

11-0427-PR58 Amend Board Report 10-0526-PR33 Approve Exercising the Option to Extend the Agreement with U.S. Bank National Association for Banking Services203 - 20

11-0427-PR59 Approve Extending the Agreement with U.S. Bank National Association for Banking Services205 - 207

RS – RESOLUTIONS

11-0427-RS1 2011 Annual Resolution Designating Certain Positions as “Special Needs” Positions Pursuant to the Chicago Board of Education’s Residency Policy28

RS – RESOLUTIONS (Cont.)

11-0427-RS2 **Amend Board Report 11-0323-RS4** Resolution Re: Appointment of Non-Teaching Staff Representatives to Elected Local School Councils to Fill Vacancies for the Term of Office Ending June 30, 201229

11-0427-RS3 Resolution Re: Appointment of Non-Teaching Staff Representatives to Elected Local School Councils for the Term of Office Ending June 30, 201229, 30

11-0427-RS4 Resolution Re: Appointments to Appointed Local School Councils to Fill Vacancies for the Term of Office Ending June 30, 201230

11-0427-RS5 Resolution Re: Appointment of Teachers to Fill Local School Council Teacher Representative Vacancies for the Term of Office Ending June 30, 201230, 31

11-0427-RS6 Resolution by the Board of Education of the City of Chicago Regarding the Dismissal of Carol Hudson, Tenured Teacher, Assigned to A.N. Pritzker Elementary School21

11-0427-RS7 Resolution Approving Chief Executive Officer's Recommendation to Dismiss Educational Support Personnel22

11-0427-RS8 Resolution Approving Chief Executive Officer's Recommendation to Dismiss Probationary Appointed Teachers22, 23

11-0427-RS9 Resolution Authorizing the Honorable Termination of Regularly Certified and Appointed Teachers.....23

11-0427-RS10 Resolution Approving Chief Executive Officer's Recommendation to Dismiss/Non-Renew Probationary Appointed Teachers at the End of the 2010-2011 School Year24

RU – RULE

11-0427-RU1 Establish New Board Rule 4-17 and **Amend Board Rules 4-4, 6-28, 6-29, 6-30 and 7-15**33 - 43