



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

**Regular Meeting-Wednesday, August 22, 2012
10:30 A.M.
(125 South Clark Street)**

Published by the Authority of the Chicago Board of Education

**David J. Vitale
President**

**Estela G. Beltran
Secretary**

ATTEST:



Secretary of the Board of Education
of the City of Chicago

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

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

***NOTE:** Board Member Dr. Hines was not present when roll was called. Board Member Dr.
Hines arrived at approximately 11:10 a.m.

ABSENT: None

ALSO PRESENT: Mr. Jean Claude Brizard, Chief Executive Officer, Dr. Barbara Byrd-
Bennett, Chief Education Officer, and Mr. James Bebley, General Counsel.

ABSENT: None

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

President Vitale thereupon opened the floor to the CEO Report segment of the Board
Meeting. Mr. Jean Claude Brizard, Chief Executive Officer proceeded with the following
presentations: Chief of Schools Denise Little from the Westside Network and Principal Nancy
Hanks from Melody Elementary and Chief of Schools Karen Saffold from the Far South Side
Network and Principal Tracey Stelly from Lavizzo Elementary presented the following
presentations: Track E Start of the Year and Innovative Full School Day Plans. Mr. Tim Cawley,
Chief Administrative Officer, proceeded with a presentation on the FY13 Budget Proposal,
[12-0822-RS1]. Mr. James Bebley, General Counsel proceeded with the following presentations:
Amend Board Report 11-0824-PO1 Chicago Public High Schools Athletic Association Constitution
and Bylaws [12-0822-PO1] and Rescind Board Report 99-0421-PO3 Adopt a Revised No-Pass, No-
Play Policy [12-0822-PO2].

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

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

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

General Counsel, James Bebley presented the following Resolution for the Record:

**[12-0822-RS10] Resolution Authorizing the Development and Implementation of a Plan to
Provide Student and Family Support in the Event the Chicago Teachers Union Chooses to Strike**

WHEREAS, the Board of Education of the City of Chicago is in labor negotiations with the
Chicago Teachers Union (CTU);

WHEREAS, the Board and CTU reached an interim agreement on July 24, 2012 demonstrating
the Board and CTU's ability to find common ground in achieving historic progress for CPS students;

WHEREAS, the Board seeks to build on this progress in reaching a full labor agreement with
CTU that is fair to teachers and respectful to students, parents and taxpayers;

WHEREAS, the CTU may initiate a teachers strike upon approval of at least 75% of its
membership and compliance with the requirements of the IELRA, 115 ILCS 5/13(b);

WHEREAS, on June 11, 2012 CTU asserted that it had obtained a strike authorization vote of at least 75% of its membership; and

WHEREAS, the Board believes, based on the recent representations of CTU, that a strike of the membership of CTU is possible and that all steps must be taken to lessen the impact a potential strike may have on students most in need of services;

NOW THEREFORE, the Board hereby directs as follows:

1. The leadership of CPS shall use the CPS procurement processes to select vendors, as well as, develop and implement plans for the provision of non-instructional services within CPS sites under a contingency plan.
2. The contingency plan shall provide for access to supervised shelter, meals, and other limited non-instructional services and supports as deemed necessary or appropriate by the leadership of CPS.
3. The Board hereby authorizes and delegates authority to the Chief Executive Officer, Chief Administrative Officer, Chief Financial Officer and Chief Procurement Officer, subject to approval by the General Counsel, to:
 - a. Develop and implement an emergency plan in accordance with this Resolution;
 - b. Authorize and execute contracts to obtain non-instructional services and support;
 - c. Authorize and execute amendments to existing contracts for the benefit of CPS students;
 - d. Authorize and execute real estate licenses, usage agreements and ancillary documents in furtherance of securing facilities to be used for the benefit and use of CPS students; and
 - e. Approve and execute expenditures that do not exceed an aggregate cost of \$25,000,000.
4. The contingency plan will be implemented only upon receipt by CPS of a ten day notice of CTU's intent to strike in accord with applicable law.
5. This resolution shall be effective immediately upon its adoption.

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

Dr. Hines presented the following Motion:

12-0822-MO1

MOTION TO HOLD A CLOSED SESSION

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

- (1) information, regarding appointment, employment, compensation, discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act;
- (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act;
- (3) the purchase or lease of real property for the use of the Board pursuant to Section 2(c)(5) of the Open Meetings Act;
- (4) the setting of a price for the sale or lease of real property owned by the Board pursuant to Section 2(c)(6) of the Open Meetings Act;

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

Board Member Sierra moved to adopt Motion 12-0822-MO1.

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

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

Nays: None

President Vitale thereupon declared Motion 12-0822-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 August 22, 2012, beginning at 1:55 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6th Floor, and Chicago Illinois 60603.

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

(3) ABSENT: None

- A. Other Reports**
- B. Warning Resolutions**
- C. Terminations**
- D. Personnel**
- E. Collective Bargaining**
- F. Real Estate**
- G. Security**
- H. Closed Session Minutes**
- I. Individual Student Matters**

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

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

Members absent after Closed Session: None

President Vitale thereupon proceeded with Agenda Items.

12-0822-AR3

**WORKERS' COMPENSATION – SETTLEMENT OF CLAIM FOR WAIVER OF 5-B LIEN
CHRISTINE LINDAHL – CASE NO. 08 WC 40144**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized waiver of 5(b) lien in the amount of \$54,063.38 in the Workers' Compensation claim of Christine Lindahl Case No. 08 WC 40144.

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: None (Board will waive the potential \$54,063.38 recovery on 5(b) lien).

PERSONNEL IMPLICATIONS: None.

GENERAL CONDITIONS:

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

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

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

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

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

12-0822-AR4

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
VICTORIA ROLLINS – CASE NOS. 04 WC 04241; 04 WC 04240; 04 WC 04242 and 05 WC 49254**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Victoria Rollins, Case Nos. 04 WC 04241; 04 WC 04240; 04 WC 04242 and 05 WC 49254 and subject to the approval of the Illinois Commission, in the amount of **\$67,073.23**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2013..... \$67,073.23

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

12-0822-AR5

**WORKERS' COMPENSATION – APPROVE PARTIAL 5(b) LIEN RECOVERY FOR
COSONIA SPRAAGS – CASE NO. 02 WC 54823**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized recovery of partial 5(b) lien in the amount of \$95,000.00 in the Workers' Compensation claim of Cosonia Sprags, Case No. 02 WC 54823.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2013..... \$0.00

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

12-0822-AR6

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR
LILLIE THOMAS – CASE NO. 08 WC 15164**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Lillie Thomas, Case No. 08 WC 15164 and subject to the approval of the Illinois Commission, in the amount of **\$58,699.59**.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2013.....\$58,699.59

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

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

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

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

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

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

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

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

Nays: None

President Vitale indicated that if there were no objections, Board Reports 12-0822-AR3 through 12-0822-AR6 would be adopted by the roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0822-AR3 through 12-0822-AR6 adopted.

12-0822-AR7

**TRANSFER AND APPOINT FIRST DEPUTY GENERAL COUNSEL
DEPARTMENT OF LAW
(CHERYL J. COLSTON)**

THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:

Appoint the following named individual to the position listed below effective September 10, 2012.

DESCRIPTION:

NAME:		FROM:	TO:
Cheryl J. Colston	Functional Title:	Senior Manager	Officer
	External Title	Labor And Emp' Rels Director	First Deputy General Counsel
	Pay Band:	8	9
	Department	Talent	Law
	Position Number	241432	245053
	Salary	\$122,983.20	\$145,000.00

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

AFFIRMATIVE ACTION STATUS: Not applicable.

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

PERSONNEL IMPLICATIONS: The position to be affected by approval of this action is contained in the FY13 School budget.

President Vitale indicated that if there were no objections, Board Report 12-0822-AR7 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 12-0822-AR7 adopted.

12-0822-EX8

RATIFY TENTATIVE AGREEMENTS FOR JULY 1, 2012 TO JUNE 30, 2016 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AND SERVICE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 143

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Board approve and ratify a tentative agreement for a collective bargaining agreement between the Board of Education of the City of Chicago and International Union of Operating Engineers, Local 143, covering the period of July 1, 2012 to June 30, 2016.

DESCRIPTION: On July 10, 2012, representatives of the Chief Executive Officer reached a tentative agreement with representatives of Service International Union of Operating Engineers, Local 143, with respect to the terms and conditions of employment of employees in the International Union of Operating Engineers, Local 143 bargaining unit. The Chief Executive Officer and his representatives have fully briefed the Board on the terms of the tentative agreement. Representatives of International Union of Operating Engineers, Local 143, have advised the Chief Executive Officer's representatives that employees in the bargaining unit have ratified the tentative agreement. The Chief Executive Officer recommends that the Board ratify that agreement. A copy of the fully executed agreement will be placed on file in the Board's offices.

LSC REVIEW: Not applicable.

FINANCIAL: Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, the expenditures are deemed to be contingent liabilities only, subject to appropriations in the FY13, FY14, FY15 and FY16 Budgets.

President Vitale indicated that if there were no objections, Board Report 12-0822-EX8 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 12-0822-EX8 adopted.

12-0822-EX9

**WARNING RESOLUTION – RAED ASSAF
TENURED TEACHER – ORR ACADEMY HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

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 Raed Assaf, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Raed Assaf 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.

12-0822-EX10

**WARNING RESOLUTION – NANCY BRENNAN
TENURED TEACHER – RICHARDS CAREER 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 Nancy Brennan and that a copy of this Board Report and Warning Resolution be served upon Nancy Brennan.

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 Nancy Brennan, 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 Nancy Brennan 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.

12-0822-EX11

**WARNING RESOLUTION – JAMES CUNNINGHAM
TENURED TEACHER – AMUNDSEN HIGH SCHOOL**

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

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 James Cunningham, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against James Cunningham 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.

12-0822-EX12

**WARNING RESOLUTION – KELLY DOYLE
TENURED TEACHER – GEORGE LELAND 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 Kelly Doyle and that a copy of this Board Report and Warning Resolution be served upon Kelly Doyle.

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 Kelly Doyle, 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 Kelly Doyle pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

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

AFFIRMATIVE ACTION REVIEW: None.

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

PERSONNEL IMPLICATIONS: None.

President Vitale indicated that if there were no objections, Board Reports 12-0822-EX9 through 12-0822-EX12 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0822-EX9 through 12-0822-EX12 adopted.

12-0822-EX13

**APPROVE RESCISSION OF MARIO WRIGHT NOTICE OF INTENT
TO RETIRE AND RESIGN PURSUANT TO BOARD RULE 4-16(b)**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Board of Education approve the rescission of Mario Wright's Notice of Intent to Retire and Resign pursuant to Board Rule 4-16(b).

Mario Wright is eligible to rescind his notice of intent to retire in as much as:

1) He has received a firm offer to fill a vacant position for which a Type 75 administrative certificate is a required or desired qualification for a period after the effective date of his resignation or retirement.

2) He has requested to rescind his resignation or notice of intent to retire before the effective date of the resignation or notice of intent to retire.

3) He has a record of performance with the Board that, in the judgment of the Board's Chief Executive Officer, demonstrates that he is uniquely qualified to fill the position offered to him.

AFFIRMATIVE ACTION: Not applicable

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

FINANCIAL: The action contained in this Board report does not require Board expenditure.

President Vitale indicated that if there were no objections, Board Report 12-0822-EX13 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 12-0822-EX13 adopted.

12-0822-RS11

RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF LAVONIA LONZO, TENURED TEACHER, ASSIGNED TO METCALFE COMMUNITY ACADEMY

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

WHEREAS, after the conclusion of the dismissal hearing that was afforded to Lavonia Lonzo, the Hearing Officer made written findings of fact and conclusions of law, and recommended discharge of Lavonia Lonzo; 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 Meyers regarding the dismissal charges preferred against Lavonia Lonzo; 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 Meyer's recommendation; and

WHEREAS, it is the opinion of the Board of Education of the City of Chicago Lavonia Lonzo should be terminated from the Board effective August 22, 2012;

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

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

The record contains no direct evidence to substantiate Specifications 3(e) and 3(f) of the Dismissal Charges. Therefore, the Board does not find that Ms. Lonzo engaged in the misconduct described in Specifications 3(e) and 3(f) of the Dismissal Charges.

Section 2: Lavonia Lonzo is hereby dismissed from her employment with the Board of Education of the City of Chicago effective August 22, 2012, for the reasons stated in the Hearing Officer's Findings and Recommendation.

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

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on August 22, 2012.

The Secretary presented the following Statement for the Public Record:

For the record, this Resolution accepts the hearing officer's recommendation with exceptions noted. Lavonia Lonzo is hereby dismissed.

12-0822-RS12

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING
THE DISMISSAL OF LINDA RULE, TENURED TEACHER, ASSIGNED TO DAVID KOHN
ELEMENTARY SCHOOL**

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

WHEREAS, after the dismissal hearing afforded to Ms. Rule, the Hearing Officer made written findings of fact and recommended the discharge of Ms. Rule; and the Board considered the findings and adopted the recommendation to discharge Ms. Rule on May 27, 2009.

WHEREAS, Ms. Rule obtained administrative review of the Board's decision by Judge Mary Anne Mason, of the Cook County Circuit Court, and Judge Mason ruled that due process had been denied regarding the charges pertaining to one student, so that Judge Mason stated that the charges relating to actions against both students were not clearly separated, and she reversed the Board's order of discharge;

WHEREAS, the Board of Education of the City of Chicago appealed Judge Mason's order to the Illinois Appellate Court, and the Appellate Court affirmed Judge Mason's order in part and remanded the case in part to the Board for a determination whether the Board's discharge of Ms. Rule would stand on the basis of the admissible evidence upheld by the Appellate Court;

WHEREAS, the Board of Education of the City of Chicago has reviewed the post-hearing briefs, hearing transcript and exhibits, along with the findings of Hearing Officer Weiland, the decision and order of Judge Mason, the Order of the Illinois Appellate Court; and

WHEREAS, the Board recognized the Hearing Officer's findings, and the Appellate Court's holding that the evidence was sufficient to support the findings with respect to Ms. Rule's actions toward one student and other allowed evidence of misconduct; and

WHEREAS, the Board has established a long-standing record of interpreting its policy that acts of abuse are irremediable *per se*;

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that Linda Rule should be terminated from the Board effective August 22, 2012;

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

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

Section 2: The Board of Education reaffirms its order dismissing Linda Rule from her employment with the Board of Education of the City of Chicago effective May 27, 2009, for the reasons stated here and in a separate Supplemental Opinion and Order adopted as part of this Resolution.

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

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on August 22, 2012.

The Secretary presented the following Statement for the Public Record:

For the record, this Resolution accepts the hearing officer's recommendation. The Board of Education reaffirms its order dismissing Linda Rule from her employment effective May 27, 2009.

12-0822-RS13

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

WHEREAS, on August 17, 2012 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
Belinda Brumfield	Laura S Ward School	August 22, 2012
Eduardo Fernandez	Herbert Spencer Math & Science Academy	August 22, 2012
Derrick Smith	Richard J Oglesby School	August 22, 2012
Nicholas Spangelo	City Wide Facility Ops & Maintenance	August 22, 2012
Lakisha Thigpen	Countee Cullen School	August 22, 2012

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.

12-0822-RS14

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

WHEREAS, on August 17, 2012, 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>
Vida Slattery	City Wide Pension & Liab Ins	August 22, 2012
Elisa Smith	City Wide Pension & Liab Ins	August 22, 2012
Michelle Smith	City Wide Pension & Liab Ins	August 22, 2012
Niki Valdivia	Velma Thomas Early Child Center	August 22, 2012

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 August 17, 2012, the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. His recommendation included the names of the Teachers affected and the reasons. He also noted that the Teachers affected will be notified of their dismissal after adoption of this resolution.

12-0822-RS15

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 TEACHER(S) SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Evie	Brown	September 8, 2012
Theresa	Calderon	September 8, 2012
Angelina	Courtney	September 8, 2012
Deanna	Daley-Mitchell	September 8, 2012
Jeffrey	Lettow	September 8, 2012
Tarita	Lowery	September 8, 2012
Marcie	Aberman	September 15, 2012

President Vitale indicated that if there were no objections, Board Reports 12-0822-RS11 through 12-0822-RS15 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0822-RS11 through 12-0822-RS15 adopted.

Board Member Ruiz presented the following Motion:

12-0822-MO2

**MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL
CLOSED SESSION MINUTES FROM JULY 18, 2012 AND JULY 25, 2012**

MOTION ADOPTED that the Board adopt the minutes of the closed session meetings of July 18, 2012 and July 25, 2012 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meetings held on July 18, 2012 and July 25, 2012 shall be maintained as confidential and not available for public inspection.

Board Member Dr. Hines moved to adopt Motion 12-0822-MO2.

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

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

Nays: None

President Vitale thereupon declared Motion 12-0822-MO2 adopted.

Board Member Zopp presented the following Motion:

12-0822-MO3

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF
MEETINGS OPEN TO THE PUBLIC JULY 18, 2012 AND JULY 25, 2012**

MOTION ADOPTED that the record of proceedings of the Special Board Meeting of July 18, 2012 and the Regular Board Meeting of July 25, 2012 prepared by the Board Secretary be approved and such record of proceedings be posted on the District's website in accordance with Section 2.06(b) of the Open Meetings Act.

Board Member Sierra moved to adopt Motion 12-0822-MO3

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

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

Nays: None

President Vitale thereupon declared Motion 12-0822-MO3 adopted.

12-0822-RS1

RESOLUTION ADOPTING THE ANNUAL SCHOOL BUDGET FOR FISCAL YEAR 2013

WHEREAS, pursuant to Section 34-43 of The Illinois School Code (the "Code"), the Board of Education of the City of Chicago (the "Board") is required to adopt an annual school budget for each fiscal year of the Board no later than 60 days after the beginning of the fiscal year of the Board to which such budget relates; and

WHEREAS, the Board, as successor to the Chicago School Reform Board of Trustees of the Board of Education of the City of Chicago, is to bring educational stability to the system and is empowered and directed by the General Assembly pursuant to the provisions of Section 34-3.3 of the Code to: (i) increase the quality of educational services in the Chicago Public Schools; (ii) reduce the cost of non-educational services and implement cost-saving measures including the privatization of services where deemed appropriate; and (iii) streamline and strengthen the management of the system, including a responsible school-based budgeting process, in order to focus resources on student achievement; and

WHEREAS, the Board is also to bring financial stability to the system and is empowered and directed by the General Assembly pursuant to the provisions of Section 34-3.3 of the Code to develop a long-term financial plan that, to the maximum extent possible, reflects a balanced budget for each fiscal year; and

WHEREAS, the Board is directed by the provisions of Section 34-43 of the Code to balance its budget in each year within standards established by the Board; and

WHEREAS, Section 34-43 of the Code authorizes the Board's budget for any fiscal year to (i) provide for the accumulation of funds in the educational fund in order to achieve a balanced budget in a future year within the four-year period of the Board's financial plan to begin in that budget year or for capital improvements; and (ii) to provide for a reserve in the educational fund to ensure uninterrupted services in the event of unfavorable budget variances; and

WHEREAS, it is now appropriate for the Board to adopt its annual school budget for its Fiscal Year 2013 and related standards and policies;

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

Section 1. Findings. It is found, declared and determined as follows.

(a) Pursuant to section 34-43 of the Code, the Board has previously established standards by which its budgets shall be balanced in each fiscal year, consistent with the requirements of the Code. These standards provide that each budget of the Board shall cover a fiscal year of the Board and shall be developed and adopted in accordance with the requirements of the Code, including, but not limited to, Sections 34-42 through 34-51 thereof. These standards also provide that each budget shall be prepared in accordance with generally accepted accounting principles and shall be balanced such that, for each fund, the estimated sum of all revenues for the fiscal year from all sources and the amount of Fund Balance Available for appropriation in the fiscal year is greater than or equal to the estimated sum of all appropriations required to defray the amount of all expenditures and charges to be made or incurred during the fiscal year and the amount of all unpaid liabilities at the beginning of the fiscal year. The standards further provide that in determining the amount of the Fund Balance Available for appropriation in the Educational Fund, there shall be deducted (i) the amount, if any, which the Board directs to be accumulated to achieve a balanced budget in a future year within the four-year period of the financial plan to begin in the budget year or for capital improvements, and (ii) any reserve to insure uninterrupted services in the event of unfavorable budget variances. The Board's goal is to have a balanced budget over the period of the four-year financial plan that is to be developed.

(b) The annual school budget for Fiscal Year 2013 was prepared in tentative form by the Board and was available for public inspection for at least fifteen days prior to adoption (to wit, since July 6, 2012) by having at least five copies of the tentative budget on file in the Office of the Board.

(c) On July 11, 2012 three public hearings were held concerning the adoption of the annual school budget for Fiscal Year 2013, notice of such hearings having been given by publication on July 6, 2012, in a newspaper of general circulation in the City of Chicago.

Section 2. Budget Approval. The Annual School Budget for Fiscal Year 2013 is adopted.

Section 3. Transfers Between Appropriations. The Office of Budget and Grants Management may approve transfers within any Board fund and within an object group and purpose in accordance with this Section. Except for matters approved by the Board as being within the discretion of the Office of Management and Budget, transfers within a fund and between object groups and purposes must be recommended by the Office of Management and Budget and approved by the Board by a vote of two-thirds of the members, provided that such transfers shall not exceed 10% of the fund during the first half of the fiscal year, and no appropriation shall be reduced below an amount sufficient to cover all obligations that will be incurred against the appropriation. The Chief Executive Officer shall define object groups and purposes that are subject to these requirements.

Section 4. Capital Budgeting Process. The Chief Executive Officer proposed a one-year Capital Improvement Plan (the "CIP") consistent with the annual budget and the requirements of PA-97-0474 on May 2, 2012 for the Board's approval. Three public hearings were held to receive public comment on the proposed CIP concurrent with the public hearings concerning the adoption of the annual school budget for Fiscal Year 2013.

Section 5. Grants. The Office of Budget and Grants Management shall be responsible for the structure and accountability of the school district's grants management process and is designated as the managing fiscal agent for the Board for all grant applications received from governmental funding agencies. The Office of Budget and Grants Management shall establish rules and procedures for all grant applications and for the acceptance of school-based grants and gifts.

The principal of a local school or unit head, serving as an agent of the Board, is responsible for the implementation and management of all school-based or unit-based grants from governmental and non-governmental agencies. The principal or unit head is responsible for implementing the program in a timely fashion, as approved by the funding agency, and for expending funds in accordance with the terms, budget, and liquidation requirements of the approved proposal.

Section 6. Personnel Policies. The appropriations herein made for personnel services shall be regarded as maximum amounts to be expended from such appropriations. Such expenditures shall be limited to personnel only as needed, or as may be required by law, not to exceed the maximum that may be employed for any position by title. Notwithstanding any item in the budget, one person may be employed or more than one person may be employed, upon recommendation of the Budget Director and the Chief Executive Officer, whether such title is printed in the singular or plural. The salary or wage rate fixed shall be regarded as the maximum salary or wage rate for the respective positions, provided that salaries or wage rates are subject to change by the Board during the fiscal year in accordance with collective bargaining agreements approved by the Board. The salary or wage rates are expressed on a monthly basis and extended to annual amounts unless otherwise indicated.

Initial appointments to any position, transfers among positions and resignations of Board personnel shall be made in accordance with, and subject to, current Board Policies and Rules, as may be amended, from time to time.

Section 7. Settlement Agreements and Judgments. No expenditure may be made from any fund or line item account herein for the purpose of executing settlement agreements, entering into consent orders or paying judgments except upon the approval of the Board; provided, however, that this section shall not apply to judgments, settlement agreements or consent orders involving an amount up to \$50,000 or to labor arbitrations. In those cases, the General Counsel is authorized to approve such documents and expend such funds without approval of the Board.

Section 8. Fiscal Stability. Pursuant to the Fund Balance and Budget Management Policy (Board Report 08-0827-PO8), in the event that the stabilization fund decreases below 5% of the operating and debt service budget, the Chief Financial Officer (CFO) will prepare and present to the Board a plan to replenish the reserve. The Board must approve and adopt a plan to restore these balances to the target levels within a 12-month period. If the restoration of the reserve cannot occur within a 12-month period, the CFO or Budget Officer can request that the Board approve an extension of this deadline.

It is anticipated and planned in the FY 2013 budget that the stabilization fund will decrease below 5% of the operating and debt service budget. Moreover, the FY 2014 budget is anticipated to present similar financial challenges and neither the CFO nor Budget Officer reasonably foresee the fund balance being restored during FY 2014. Therefore, the Board extends the restoration deadline to the end of FY 2015. The CFO will submit as part of the FY 2014 budget a plan to restore the fund balance by the end of FY 2015.

Section 9. Severability. To the extent that any prior resolution or policy of the Board (excluding Board Rules) is in conflict with the provisions of this Resolution, the provisions of this Resolution shall be controlling. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Resolution.

Section 10. Effectiveness. This Resolution is effective immediately upon its adoption.

12-0822-RS2

**RESOLUTION AUTHORIZING PAYMENT TO VARIOUS PROVIDERS FOR
PROPORTIONATE SHARE SPECIAL EDUCATION SERVICES TO
PARENTALLY-PLACED PRIVATE SCHOOL STUDENTS WITH DISABILITIES**

WHEREAS, to meet the requirements of the federal Individuals with Disabilities Education Act (IDEA), every year the District must expend a proportionate share of federal IDEA funds by and through a public school program that provides and ensures equitable special education services for eligible parentally-placed private school students with disabilities [20 U.S.C. 1412(a)(10); 34 CFR §§300.130-300.144];

WHEREAS, the formula for determining the proportionate share amount is based on the total number of eligible parentally-placed students with disabilities ages 3 through 21 attending private schools located in the City of Chicago in relation to the total number of eligible public and private school students with disabilities ages 3 through 21 in the District's jurisdiction;

WHEREAS, IDEA requires the District to undertake Child Find activities to identify and evaluate parentally-placed private school students to determine their IDEA eligibility, to ensure an accurate count of eligible parentally-placed private school students with disabilities and ensure their equitable participation in proportionate share special education and related services;

WHEREAS, based on the IDEA proportionate share formula, the District estimates that the FY 2013 proportionate share amount of IDEA funds to be expended by the District is approximately \$5,000,000, with the final amount to be determined by the Illinois State Board of Education (ISBE) and reported to the District by January 2013;

WHEREAS, the District, by and through the Office of Special Education and Supports and the Office of Budget and Grants Management engages in timely and meaningful consultation with officials from private schools, as required by IDEA, by: (a) conducting needs assessments with the various 240+ private schools; (b) meeting with private schools to administer Child Find activities; (c) meeting with private school affiliate groups to discuss annual proportionate share determinations, planning, program implementation, administration and fiscal updates and the day-to-day operation of program services; (d) identifying special education services offered under the program such as instructional, social work, occupational therapy, physical therapy, speech-language, assistive technology, nursing, psychology, augmentative communication, counseling, audiology or vision; (e) identifying how, where and by whom the special education and related services will be provided to eligible students with Service Plans; and (f) establishing how the special education and related services will be monitored and assessed for effectiveness;

WHEREAS, the District, in collaboration with private school representatives, establishes a Service Plan for each eligible student based on the evaluation/assessment of student's special education needs conducted by the District during the Child Find process;

WHEREAS, pursuant to IDEA, proportionate share special education services may be provided directly by the District or by third party providers engaged by the District; and FY2012, proportionate share services have been provided under a District program managed by the Office of Budget and Grants Management and the Office of Special Education and Supports that engages third party service providers;

WHEREAS, the Office of Budget and Grants Management operates a process, in collaboration with the Office of Special Education and Supports, to ensure that each request for proportionate share special education and related services: (a) is received pursuant to a Service Plan; (b) is allowable, reasonable and necessary; (c) is in compliance with federal regulations and guidelines applicable to such services and expenditures; and (d) to the extent feasible and practicable, is fulfilled by engaging a third party provider under an existing District contract;

WHEREAS, Board Rule 7-2.2 specifies that payments of proportionate share federal education funds for the purchase of goods and services for eligible private school students under various Federal title programs are not subject to the competitive procurement requirements set out in Board Rule 7-2 and further that the Chief Executive Officer and Chief Education Officer may authorize such expenditures up to \$75,000. Any expenditure that exceeds \$75,000 requires Board approval; and

WHEREAS, in accordance with Board Rule 7-2.2, the Board wishes to authorize payment of FY2013 proportionate share funds to various third party providers for the provision of special education services to eligible parentally-placed private school students with disabilities.

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

1. The Office of Budget and Grants Management shall operate a program in collaboration with the Office of Special Education and Supports to provide proportionate share special education and related services to parentally-placed private school students with disabilities under a Service Plan in accordance with IDEA requirements.

2. The Budget and Grants Officer, or her designee and the Officer of Special Education and Supports, or her designee, shall ensure meaningful consultation with Chicago private schools and their affiliate representatives and the engagement of third party providers to provide allowable, reasonable and necessary proportionate share special education and related services. Nothing in this Resolution prohibits the Budget and Grants Officer or designee from negotiating service rates with such third party providers.

3. The Budget and Grants Officer, or her designee, the Office of Budget and Grants Management is authorized to execute written documents such as quotations from third party providers, statements of work, purchase order requests and other ancillary documents necessary to authorize the purchase of proportionate share special education and related services in accordance with IDEA guidelines, including those purchases in excess of \$75,000.

4. After approval by the Budget and Grants Officer, or her designee, the Office of Budget and Grants Management is authorized to make payments, including those in excess of \$75,000, to various third party providers for costs associated with the provision of proportionate share special education and related services to eligible private school students under a Service Plan.

5. This Resolution authorizes the payment of invoices in IDEA Fiscal Year 2013 from July 1, 2012 until August 31, 2013 for proportionate share special education services to eligible private school students.
6. The authority granted in this Resolution ends August 31, 2013.

12-0822-RS3

**RESOLUTION AUTHORIZING PAYMENT TO VARIOUS PROVIDERS FOR
PROPORTIONATE SHARE OF TITLE I, II AND III GOODS, MATERIALS AND SERVICES TO
PRIVATE SCHOOL STUDENTS**

WHEREAS, to meet the requirements of the federal Elementary and Secondary Education Act (ESEA), every year the District must expend a proportionate share of federal education funds by and through a public school program that provides and ensures equitable services for eligible students enrolled in a private school located within the City of Chicago and for the professional staff who serve these students [20 U.S.C. 7881 et seq.; 20 U.S.C 6320 et seq.];

WHEREAS, the ESEA proportionate share requirements apply to the District's federal formula grants for Title I – Part A (disadvantaged students), Title I – Part D (neglected students), Title II (teacher quality), Title III (limited English proficient students) and the District's federal competitive grant for Title II principal and administrator development;

WHEREAS, the District has estimated the proportionate share amounts to be expended in FY 2013 on goods, materials and services for participating private school students and staff under the following Title programs is approximately \$5,450,000, with expenditures as follows:

- (a) \$1,200,000 for Title I – Part A - disadvantaged students (goods, materials, off-site services)
- (b) \$ 800,000 for Title I – Part D - neglected students
- (c) \$3,000,000 for Title II – teacher quality
- (d) \$ 50,000 for Title II – principal & administrator development, and
- (e) \$ 400,000 for Title III – limited English proficient students

WHEREAS, expenditures for goods, materials, services and allowable teacher stipends under the Titles noted above are collectively referred to in this Resolution as "proportionate share goods, materials and services" and it is further acknowledged that final proportionate share amounts for each Title for FY 2013 will be identified by the Illinois State Board of Education and reported to the District by January 2013;

WHEREAS, this Resolution addresses Title I – Part A (off-site services) expenditures which is distinguishable from the provision of proportionate share Title I – Part A (on-site services) which expenditures are authorized under a separate Board Report 12-0723-ED3 in order to comply with federal procurement and program management obligations;

WHEREAS, the District, by and through the Office of Budget and Grants Management engages in timely and meaningful consultation with officials from private schools, as required by ESEA, by (a) conducting needs assessments with the various 240+ private schools; (b) meeting with private school affiliate representatives to discuss annual proportionate share determinations, planning, program implementation, administration and fiscal updates and the day-to-day operation of program services; (c) identifying what goods, materials and services will be offered under the program and how, where and by whom they will be provided; and (d) establishing how the services will be assessed and how the results will be used for improvements;

WHEREAS, in the provision of equitable services for eligible private school students and teachers, federal regulations specify that the District is required to make all final decisions in administering the program and obligating federal funds and that the role of the private school officials is only to offer suggestions for program design and recommendations on services, programs, materials they would like the District to consider purchasing or providing under the program;

WHEREAS, the Office of Budget and Grants Management administers a process to ensure that each request for goods, materials or services under this proportionate share program: (a) is allowable, reasonable and necessary; (b) is in compliance with federal regulations and guidelines applicable to such services and expenditures; and (c) to the extent feasible and practicable, is fulfilled by engaging a third party provider under an existing District contract;

WHEREAS, Board Rule 7-2.2 specifies that payments of proportionate share federal education funds for the purchase of goods and services for eligible private school students under various Federal title programs are not subject to the competitive procurement requirements set out in Board Rule 7-2 and further that the Chief Executive Officer and Chief Education Officer may authorize such expenditures up to \$75,000. Any expenditure that exceeds \$75,000 requires Board approval; and

WHEREAS, in accordance with Board Rule 7-2.2, the Board wishes to authorize payment of FY2013 proportionate share funds to various third party providers for the provision of proportionate share goods, materials and services to eligible private school students and staff as set out in this Resolution.

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

1. The Office of Budget and Grants Management shall operate a program to provide proportionate share Title I, II and III goods, materials and services for eligible students enrolled in private schools located in the City of Chicago and for the professional staff who serve these students in accordance with ESEA requirements.
2. The Budget and Grants Officer, or her designee shall ensure meaningful consultation with officials of Chicago private schools and their affiliate representatives and the engagement of third party providers to provide allowable, reasonable and necessary proportionate share goods, materials and services. Nothing in this Resolution prohibits the Budget and Grants Officer or designee from negotiating service rates with third party providers.
3. The Budget and Grants Officer, or her designee, the Office of Budget and Grants Management is authorized to execute written documents such as quotations from third party providers, statements of work, purchase order requests and other ancillary documents necessary to authorize the purchase of proportionate share goods, materials or services under these title programs in accordance with federal guidelines, including those purchases in excess of \$75,000.
4. After approval by the Budget and Grants Officer, or her designee, the Office of Budget and Grants Management is authorized to make payments, including those in excess of \$75,000, to various third party providers for costs associated with the provision of proportionate share goods, materials and services to eligible private school students and staff.
5. This Resolution authorizes the payment of invoices in ESEA Fiscal Year 2013 from July 1, 2012 until August 31, 2013 for proportionate share goods, materials and services to eligible private school students and staff.
6. The authority granted in this Resolution ends August 31, 2013.

12-0822-RS4

AMEND BOARD REPORT 10-0623-RS31
RESOLUTION

**REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE
THE LAND ACQUISITION FOR SOUTHEAST AREA ELEMENTARY SCHOOL**

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

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

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

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

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

WHEREAS, the estimated total cost of this Project is anticipated not-to-exceed ~~\$7,657,148~~ **\$9,572,118**.

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

1. The PBC is hereby requested to acquire the land including securing the site for a new school called Southeast Area Elementary School on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. This Project is not part of the Modern Schools Across Chicago Program. The Project will be funded with capital funds generated in Fiscal Year 2010 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost for the Project to be undertaken by the PBC shall not exceed ~~\$7,657,148~~ **\$9,572,118**. This dollar amount is necessary to cover planning, land acquisition for the school site and for off-site parking, relocation, demolition and site securing for the proposed Southeast Area Elementary School located at 105th and Indianapolis Blvd. The project costs are funded in the 2010 Qualified School Construction Bonds (QSCB) funds 479 and 480 for \$11,000,000

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

Financials: 22631-479-56205-253534-62000-2010

12-0822-RS5

**RESOLUTION
REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO PERFORM FORMULATIONS
SERVICES FOR CHICAGO VOCATIONAL CAREER ACADEMY**

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

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

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

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

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

WHEREAS, the Board has or will authorize an aggregate amount not-to-exceed \$10,428,988 of which \$428,988 shall fund furniture, fixtures and equipment and \$10,000,000 shall fund the portion of the Project to be undertaken by the PBC.

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

1. The PBC is hereby requested to perform formulation services in order to develop the project budget, scope and schedule for Chicago Vocational Career Academy on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. This Project is not part of the Modern Schools Across Chicago Program. This project will be funded through from an appropriation bill from the 96th General Assembly BS1221. This appropriation was written because of the advocacy of the Illinois Legislative Black Caucus. The total cost to formulate this Project shall not exceed \$1,850,000. This dollar amount is necessary to cover all test fits, building assessment, development of Design Development drawings, demolition assessment, asbestos assessments, environmental studies, and management costs. The project was appointed in the FY12 Capital Budget section 1.0 Building Envelope Renovations. The funding source is the Capital Development Board.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

Financials: 53011-436-56310-253508-000000-2012

12-0822-RS6

**RESOLUTION
REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE HALE
ANNEX**

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

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

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

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

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

WHEREAS, the estimated total cost of the projects is anticipated not-to-exceed \$16,246,307 of which the Board has or will incur approximately \$408,420 of Project-related costs directly while the portion of the Projects to be undertaken by the PBC is anticipated to be \$15,837,887.

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

1. The PBC is hereby requested to complete the design and then to construct an annex at Hale on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
2. This Project is not part of the Modern Schools Across Chicago Program. The Project will be funded with capital funds generated in Fiscal Year 2012 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed \$15,837,887. This dollar amount is necessary to cover all project costs, including environmental, site preparation, construction, contingency, and architecture fees. The project costs are funded in the FY12 Capital Budget section 9.0 New facility construction for \$15 million and Section 7.2 Renovation contingency for \$1,246,307.
3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
4. No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
5. This resolution is effective immediately upon its adoption.

Financials:	22231-483-56310-253519-00000-2012	\$15,000,000.00
	22231-483-56310-009514-00000-2012	\$1,246,307

12-0822-RS7

**RESOLUTION TO CONSENT TO THE DESIGNATION OF
DU SABLE HIGH SCHOOL AS A CHICAGO LANDMARK**

WHEREAS, Du Sable High School has been recommended by the Chicago Department of Housing and Economic Development, Commission on Chicago Landmarks, to be designated as a Chicago Landmark; and

WHEREAS, Du Sable High School, designed by Paul Gerhardt, Sr. and constructed in 1935, is located at 4934 South Wabash Avenue, Chicago, Illinois and is legally described as follows:

LOTS 1 THROUGH 48 INCLUSIVE IN BLOCK 3 OF DERBY'S SUBDIVISION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 20-10-112-001-0000

WHEREAS, the proposed designation support the historical significance of Du Sable High School; and

WHEREAS, Du Sable High School was completed in 1935 with federal stimulus money distributed through a federal agency, commonly known today as the Public Works Administration ("PWA"); and

WHEREAS, the architect who designed Du Sable High School, Paul Gerhardt, Sr., was a Chicago Board of Education architect from 1928 to 1931, and the Art Deco architectural style of the building has been labeled by historians as "PWA Moderne;" and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Members of the Chicago Board of Education gathered here this 22nd day of August, 2012, that the Commission on Chicago Landmarks be granted permission to designate Du Sable High School as a Chicago Landmark and be empowered to take all actions required in connection with such designation.

12-0822-RS8

**RESOLUTION RE: APPOINTMENTS
TO AN APPOINTED LOCAL SCHOOL COUNCIL
FOR THE CURRENT TERM OF OFFICE**

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

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

WHEREAS, Appointed Local School Councils ("ALSCs") and Military Boards of Governors ("Boards") are established as a means to involve parents, community members and school staffs in all of the activities of the school as specified in the Illinois School Code, 105 ILCS 5/34-2.4(b);

WHEREAS, per Board Report 11-0323-EX7, Austin Business and Entrepreneurship High School was reclassified as a small school and an Appointed Local School Council was to be established for the school in a timely manner;

WHEREAS, Austin Business and Entrepreneurship High School conducted non-binding advisory polls of parents, school staff and students to ascertain their preferences for candidates for appointment to the Austin Business and Entrepreneurship High School Appointed Local School Council as parent and teacher members and a student member and submitted the poll results to the Chief Executive Officer for consideration in accordance with the Governance Policy;

WHEREAS, the school also submitted names of candidates for appointment to the Austin Business and Entrepreneurship High School Appointed Local School Council as community members to the Chief Executive Officer for consideration in accordance with the Governance Policy;

WHEREAS, the Governance Policy authorizes the Chief Executive Officer to recommend to the Board the names of individuals to fill seats on ALSCs and Boards from any of the candidates submitted or any other names identified by the Chief Executive Officer;

WHEREAS, in accordance with the Illinois School Code (105 ILCS 5/34 2.4b) and the Governance Policy, the names of the individuals identified on the attached Exhibit A have been forwarded to the Board for its consideration in the exercise of absolute discretion in appointing the members of the Appointed Local School Council of Austin Business and Entrepreneurship High School;

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

1. The individuals identified on the attached Exhibit A are hereby appointed to serve as members of the Appointed Local School Council of Austin Business and Entrepreneurship High School in the noted categories for the current term of office which commenced on July 1, 2012.
2. The term of office of the parent, community and teachers members shall expire on June 30, 2014 and the term of office of the student member shall expire on June 30, 2013,

EXHIBIT A

**MEMBERS APPOINTED TO THE ALSC OF
AUSTIN BUSINESS AND ENTREPRENEURSHIP HIGH SCHOOL
FOR CURRENT TERM OF OFFICE COMMENCING JULY 1, 2012**

<u>School</u>	<u>Category</u>	<u>First Name</u>	<u>Last Name</u>
AUSTIN BUS & ENTRP HS	Parent	Tamika	Lomay
AUSTIN BUS & ENTRP HS	Parent	Helen	Boyles
AUSTIN BUS & ENTRP HS	Parent	Denise	Withers
AUSTIN BUS & ENTRP HS	Parent	JoAnne	Terrell-Stuckie
AUSTIN BUS & ENTRP HS	Parent	Tonya	Brooks-Reed
AUSTIN BUS & ENTRP HS	Parent	Cassandra	Miller
AUSTIN BUS & ENTRP HS	Community	Athena	Williams
AUSTIN BUS & ENTRP HS	Community	Princess	Brown
AUSTIN BUS & ENTRP HS	Teacher	Michael	Nicholas
AUSTIN BUS & ENTRP HS	Teacher	Michael	Turnbull
AUSTIN BUS & ENTRP HS	Student	Amani	Townsend

12-0822-RS9

**RESOLUTION RE:
APPOINTMENTS TO AN APPOINTED LOCAL SCHOOL COUNCIL
TO FILL VACANCIES FOR THE CURRENT TERM OF OFFICE**

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

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

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

WHEREAS, Frazier Prospective I. B. Magnet School operates with an ALSC and currently has three (3) parent representative vacancies;

WHEREAS, the Governance Policy authorizes ALSCs to recommend candidates to fill parent representative vacancies and the Frazier ALSC has recommended three (3) candidates to fill its parent representative vacancies;

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

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 appointments to the Frazier Prospective I. B. Magnet School ALSC to fill the parent representative vacancies for the current term of office, ending June 30, 2014:

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 Council of Frazier Prospective I. B. Magnet School in the specified category.
2. This Resolution is effective immediately upon adoption.

<u>APPOINTEE</u>	<u>REPLACING</u>	<u>CATEGORY</u>
Thomas Amal	Lamont Williams	Parent
Ruth Betts	Position Vacant	Parent
Renita Hillard	Position Vacant	Parent

12-0822-RS10

RESOLUTION AUTHORIZING THE DEVELOPMENT AND IMPLEMENTATION OF A PLAN TO PROVIDE STUDENT AND FAMILY SUPPORT IN THE EVENT THE CHICAGO TEACHERS UNION CHOOSES TO STRIKE

WHEREAS, the Board of Education of the City of Chicago is in labor negotiations with the Chicago Teachers Union (CTU);

WHEREAS, the Board and CTU reached an interim agreement on July 24, 2012 demonstrating the Board and CTU's ability to find common ground in achieving historic progress for CPS students;

WHEREAS, the Board seeks to build on this progress in reaching a full labor agreement with CTU that is fair to teachers and respectful to students, parents and taxpayers;

WHEREAS, the CTU may initiate a teachers strike upon approval of at least 75% of its membership and compliance with the requirements of the IELRA, 115 ILCS 5/13(b);

WHEREAS, on June 11, 2012 CTU asserted that it had obtained a strike authorization vote of at least 75% of its membership; and

WHEREAS, the Board believes, based on the recent representations of CTU, that a strike of the membership of CTU is possible and that all steps must be taken to lessen the impact a potential strike may have on students most in need of services;

NOW THEREFORE, the Board hereby directs as follows:

1. The leadership of CPS shall use the CPS procurement processes to select vendors, as well as, develop and implement plans for the provision of non-instructional services within CPS sites under a contingency plan.
2. The contingency plan shall provide for access to supervised shelter, meals, and other limited non-instructional services and supports as deemed necessary or appropriate by the leadership of CPS.
3. The Board hereby authorizes and delegates authority to the Chief Executive Officer, Chief Administrative Officer, Chief Financial Officer and Chief Procurement Officer, subject to approval by the General Counsel, to:
 - a. Develop and implement an emergency plan in accordance with this Resolution;
 - b. Authorize and execute contracts to obtain non-instructional services and support;
 - c. Authorize and execute amendments to existing contracts for the benefit of CPS students;
 - d. Authorize and execute real estate licenses, usage agreements and ancillary documents in furtherance of securing facilities to be used for the benefit and use of CPS students; and
 - e. Approve and execute expenditures that do not exceed an aggregate cost of \$25,000,000.
4. The contingency plan will be implemented only upon receipt by CPS of a ten day notice of CTU's intent to strike in accord with applicable law.
5. This resolution shall be effective immediately upon its adoption.

12-0822-PO1

**AMEND BOARD REPORT 11-0824-PO1
CHICAGO PUBLIC HIGH SCHOOLS ATHLETIC ASSOCIATION CONSTITUTION AND BYLAWS**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board amend Board Report 11-0824-PO1, the Chicago Public High Schools' Athletic Association Constitution and Bylaws ("Bylaws").

Specific revisions are highlighted on the attached Bylaws and include the following notable updates:

1. Scholastic Eligibility: The scholastic eligibility requirement is amended to align with new IHSA standards. IHSA now requires student athletes to have 25 credit hours of passing work during the previous semester and current semester, an increase from the prior requirement for 20 credit hours of passing work.
2. Student Physicals: The eligibility requirement is amended to align with new IHSA standards. A physical examination is now valid for 395 days from the date of the exam.
3. Coaches Qualifications: Identified coaches training requirements for non-certificated school staff and non-school staff who are miscellaneous employees to align with updated IHSA standards.
4. Additional Clarifications: Clarified that: (a) the IHSA's game number limits apply to other Association sports, not just basketball; (b) chess is both a girls and boys sport; (c) recruiting is prohibited whether undertaken by or on behalf of a coach; (d) all Association teams are eligible to participate in state tournament competitions; and (e) IHSA rule interpretations may be used to guide application of the Association's Bylaws.

**CHICAGO PUBLIC HIGH SCHOOLS
ATHLETIC ASSOCIATION CONSTITUTION**

ARTICLE I – NAME:

This Association shall be known as the Chicago Public High Schools Athletic Association ("Association").

ARTICLE II - STATEMENT OF PURPOSE:

The fundamental purpose of the Chicago Public High Schools Athletic Association shall be to promote and regulate interscholastic athletics for students in Chicago public high schools and participating Chicago charter schools so that participants will enjoy the benefits of physical fitness, teamwork and discipline that involvement in athletics can bring. The Association recognizes high school athletics as an extracurricular activity and asserts that participation in high school athletics is a privilege and not a right for those student-athletes who take part in the variety of sports offered by Chicago's public high schools. The Association dedicates itself to establishing and maintaining the highest standards of good sportsmanship, fair play and citizenship so that students' participation in athletic programs enriches their educational experience. The Association also commits itself to a principle of equal access to its interscholastic programs for all Chicago public school students that takes into consideration factors that affect the ability of students to safely participate in Association sponsored athletic events.

To further its fundamental purpose, the Association herein shall fully execute the requirements of its Constitution and Bylaws and promote compliance by all student-athletes, coaches, athletic directors, principals and other school officials. In addition, the Association may from time to time issue regulations which further define and interpret provisions of the Association's Constitution and Bylaws. While many of the rules set forth therein are consistent with the standards promulgated by the Illinois High School Association ("IHSA"), in those instances where the Association's rule imposes a stricter standard, the rules of the Association shall govern. In those instances where the Association's rule imposes a standard consistent with IHSA rules, the Director may use IHSA rule interpretations to guide application of the Association's rule.

ARTICLE III – MEMBERSHIP:

Membership in this Association shall be limited to high schools under the supervision of the Board of Education of the City of Chicago ("Board") and any Charter Schools authorized by the Board which elect to become members of this Association. For purposes of this Constitution and Bylaws, the term Chicago public high school(s) refers to all members of the Association including Chicago charter schools.

ARTICLE IV – MANAGEMENT:

Section 1 - Executive Board

An Association Executive Board of ten (10) members shall be elected from among high school principals. The term of office will be two years. Election dates will be established by the Chief Executive Officer ("CEO") or their designee.

A. Two principals shall be elected from high schools located in each of the five CPS high school Networks and nominees shall be subject to approval by the Chief of High Schools for the Network. Elections will be held in accordance with the election procedures and timelines specified by the CEO or designee. The Executive Board may annually select a charter school principal to serve in an advisory capacity to the Executive Board. In such cases, the individual will be randomly selected by the Executive Board from names submitted by charter schools participating in the Association.

B. Elected members of the IHSA executive board or legislative commission who are also representatives of schools in the Association and the Executive Board shall be non-voting ex-officio members of the Executive Board of the Association unless elected and approved as the principal representing his/her High School Network.

C. Based on the procedures set forth in the Bylaws of the Association, the Executive Board shall make recommendations on appeals of rule interpretation, eligibility, and terms and conditions of participation in interscholastic athletics.

D. The Executive Board shall annually establish a schedule to meet no less than every other month during the school year. The Executive Board shall also meet whenever the President or three members call a special meeting for a specific purpose. A quorum shall be six members including the Director. Executive Board meetings will be held in accordance with the requirements of the Open Meetings Act.

E. At the first annual meeting, the Executive Board shall elect a president, vice-president, and secretary from among its elected members.

1. The president shall preside at all meetings of the Executive Board and shall ensure that the secretary of the Executive Board issues public minutes to the membership.
2. The vice-president shall preside whenever the president is unavailable.

F. In the event of a vacancy on the Executive Board, the Chief of High Schools from the Network in which the vacancy arose shall select a principal from the Network as a replacement. The newly appointed Executive Board member shall serve out the remaining time of the replaced member.

Section 2 - Director

The Chief Executive Officer or their designee shall select a Director with consideration to the advice of the Executive Board. The Director:

- A. Shall be responsible for the organization and operation of all interscholastic activities of the Association.
- B. Shall recommend to the Executive Board all committees and their memberships.
- C. Shall, after full investigation, determine all actions regarding rule interpretations, protests, violations, eligibility, terms and conditions of participation in the Association.
- D. Shall vote on the Executive Board in case of a tie.

ARTICLE V – AMENDMENTS:

Section 1 - Approvals

This Constitution shall become effective when approved by the Chief Executive Officer of the Chicago Public Schools or their designee and the members of the Board of Education of the City of Chicago. All bylaws, and the rules and procedures contained therein, shall remain in effect unless changes are approved by the CEO or their designee and the members of the Board of Education of the City of Chicago.

Section 2 - Recommendations

Amendments to bylaws may be recommended by the Director or by the Executive Board or any member thereof for consideration by the CEO or their designee.

**CHICAGO PUBLIC HIGH SCHOOLS
ATHLETIC ASSOCIATION BYLAWS**

ARTICLE I - SPECIFIC RESPONSIBILITIES OF COACHES:

Section 1 – Bylaws Distribution

- A. Coaches shall study the constitution and bylaws of the Chicago Public High Schools Athletic Association and the Illinois High School Association and the rules and procedures contained therein.
- B. Coaches shall issue a copy of this constitution and bylaws and any regulations promulgated in conjunction therewith, to all players selected for participation on any Chicago Public High School team in each sport.
- C. Coaches shall submit the documentation of receipt and distribution of the constitution and bylaws to the Director of the Association along with the Records of Eligibility as required in Article III, Section 1, herein.

Section 2 – Coaches As Role Models

Coaches are role models to players, students, staff and the general public and shall conduct themselves accordingly at all times. Coaches shall display good sportsmanship, respect for institutions, observers/fans and opposing teams and respect for the players of all teams. Coaches shall not engage in any acts that violate these Bylaws or any other Board Rule or Policy.

Section 3 – Behavior With Officials

Coaches shall not visibly, audibly, or in any other manner display disrespect for the decisions of officials during the game or in any place where a crowd or player might see and/or hear a coach. Violation of this section will be sanctioned by forfeiture of the contest by the offending coach's team.

Section 4 - Attire

Coaches shall endeavor, by example, to inspire respect by wearing appropriate attire. Therefore, professional or team-related attire, excluding jeans, should be worn by coaches during games.

Section 5 - Behavior

Coaches shall not engage in unsportsmanlike conduct, including use of profane or abusive language, disrespect of game officials, taunting of opposing players and coaches, throwing objects, or other conduct that a reasonable coach or official would consider unprofessional. In accordance with IHSA rules, if a coach is ejected from a game, s/he must serve at least a one game suspension in addition to the game from which they were ejected. This penalty can be increased at the discretion of the Director depending on the nature of the violation. If the Director decides to increase the penalty, the affected coach may appeal that decision in accordance with Article IV, Section 3.

Section 6 - Smoking and Drinking

Coaches shall not smoke or drink alcoholic beverages or be under the influence of alcoholic beverages or any illegal substance at any time on the field or in the playing area. Violations of this section will lead to the forfeiture of the game by the offending coach's team at which the violation occurred. Other penalties may be imposed against the violating coach in accordance with Article XI.

Section 7 - Entering the Playing Field

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

Section 8 - Ineligible Student Participants

Coaches shall not permit any student who is known to be physically unfit or serving a suspension under the Student Code of Conduct to participate in practices or games. Further, coaches shall not permit any student who is academically ineligible to participate in games. Coaches who violate this provision shall cause their teams to forfeit at least two contests. If the violation occurs when less than two contests remain in the season, the team shall be forced to forfeit the first two contests of the next season. The violating coach's school will be fined \$250. Other penalties may be imposed against the violating coach in accordance with Article XI.

Section 9 - Home Coaches

Home coaches shall take no actions before or during an athletic contest that are intended to provoke hostility towards a visiting team's players, coaches, school officials or students. Violations of this section will result in forfeiture of the contest to the visiting team.

Section 10- Respect for Colors

Coaches shall instruct their players in the proper method of paying respect when the colors are presented at the opening of a contest.

Section 11 - Player Record Cards

Coaches shall be responsible for securing from prospective players, the player's record card, which will be turned in to the school's Athletic Director, who will be responsible for their care. No student shall be permitted to practice with the team until the card is handed in.

Section 12 - Eligibility Certificates

Each coach shall assist the school's Athletic Director in preparing central office records and official eligibility certificates to ensure that participants are eligible to compete.

Section 13 - Lockers & Security

The coach of the home team shall provide lockers and security for the visiting team. The principal shall submit to the Director a crowd control/security plan for the scheduled competitions of each sport prior to the commencement of the season.

Section 14 - Timeliness & Forfeitures

Coaches shall make every effort to be on time to a scheduled contest. If a team and faculty representative are not ready to play within thirty minutes of the scheduled time of the contest, the contest is forfeited unless extenuating circumstances have caused the delay. The Director shall be the sole arbiter of disagreements arising in these cases. Schools shall be fined \$100 when teams and/or coaches voluntarily forfeit a game and further will reimburse the game host for any non-cancelable costs and expenses incurred by the host.

Section 15 - Participant Safety

Coaches are responsible for ensuring that participants wear proper safety equipment, where applicable, and for requiring players to remove jewelry and other items that might be dangerous.

Section 16 - Assistance for Officials

The coach of the home team shall assign a school representative to meet officials before a game, to arrange for their privacy before and after the game, during half-time and to provide for any concerns related to the contest.

Section 17 - Recruiting

Coaches are strictly prohibited from recruiting or exerting undue influence, or attempting to do so, on any person, including student-athletes and their parents or legal guardians, to secure or retain the attendance of a student for purposes of athletic participation at the coach's high school. This prohibition pertains to activities throughout the year and not just the school year and to recruiting activities undertaken by or on behalf of a coach. In the event of an allegation that a coach is attempting to recruit or exert undue

influence on any person to secure the attendance of a student for purposes of athletic participation at the coach's school, the burden will be on the coach to show that the alleged activity was not an attempt to recruit or unduly influence a student. Violation of this provision may, at the Director's discretion, cause the coach's team to be ineligible for any post-season competition for one year. Violators will, at the Director's discretion, be suspended or banned from coaching at Chicago Public Schools or other Association member schools and the violator's school may be fined. If the Director decides to suspend or ban a coach from coaching, the coach may appeal that decision in accordance with Article IV, Section 3.

Section 18 - Corporal Punishment Prohibited

The use of corporal punishment on students is strictly prohibited. Corporal punishment is the deliberate use of physical force on a student, (e.g., slapping, hitting, pushing, shaking, twisting, pinching, choking, swatting, head banging, paddling or use of any type of object or instrument that has contact with a student) or requiring a student to take an action solely for the purpose of causing the student physical pain, (e.g., forcing a student to stand or kneel for an inordinate period of time, forcing a student into a physical position that causes pain). Coaches, assistant coaches and athletic directors, whether they are employees or volunteers, are strictly prohibited from inflicting corporal punishment of any kind upon students. This rule shall not be construed to prohibit the use of drills, conditioning and other acceptable coaching methods designed to develop athletic skills, teamwork, physical endurance and strength.

Section 19 - Reporting of Infractions

Coaches who know of Association rule infractions or violations of a Board Rule or Policy must report the infractions or violations to the Director as soon as they learn of the violations. Coaches who delay in reporting infractions shall cause their teams to forfeit at least one game, and their school will be fined at the discretion of the Director.

Section 20 - Compliance with Board Rules and Policies

Coaches shall comply with all Board Rules and Policies, including, but not limited to, the following:

- CPS Athletic Association Constitution and Bylaws
- Board Rule 6-21 which prohibits, inter alia, the deliberate use of force, in particular, the use of any type of object or instrument to paddle a student and/or slapping, hitting, pushing, shaking, twisting, pinching, choking, or swatting a student, including a student athlete.
- Employee Discipline and Due Process Policy
- Student Code of Conduct
- Policy on Reporting Child Abuse and Neglect
- Student Travel Policy
- Policy on Momentary Student Interventions
- Policy on Student Searches and Seizures
- Concussion Management Policy

Section 21 - Background Check and Training

In order to serve as an athletic coach, an individual must successfully complete (1) a criminal background check through fingerprint analysis, (2) online DCFS Mandated Reporter training, (3) 12-hour "Character Counts" coaches training provided by Sports Administration, (4) training on relevant Board Rules and Policies; and (5) the Concussion Management training specified by the Director. Upon completion of the initial training requirements, coaches must thereafter attend an annual 6-hour training session.

Coaches who are full-time employees of the Chicago Public Schools shall comply with the pre-hire and post-hire background check requirements set out in Board Rule 4-4. Coaches who are part-time miscellaneous personnel shall undergo a background check as part of being staffed or re-staffed prior to the commencement of the sport season or, as applicable, the practice period before commencement of the season. The school's Athletic Director shall ensure that coaches who are part-time miscellaneous personnel timely comply with the background check requirement and shall submit the employee report for service to Sports Administration as evidence of compliance. Any school found in violation will be fined \$250 for each incident of non-compliance.

Section 21 – Concussion Management

Coaches shall comply with the student-athlete concussion screening, removal, return to play and reporting and documentation requirements specified in the Board's Concussion Management Policy. Coaches who fail to comply with the Concussion Management Policy are subject to a minimum three (3) game suspension or any higher penalty, including removal, as determined by the Director.

Section 22 – Other Penalties

Violations of these Bylaws and Association Rules may result in additional penalties imposed in accordance with Article XI herein. Nothing in these Bylaws shall be interpreted to limit the penalties that may be imposed against a coach, principal or athletic director who violate the Bylaws or Association Rules.

ARTICLE II – APPROVED SPORTS AND THEIR MANAGEMENT:

Section 1 – Approved Sports

A. The athletic sports shall be: Baseball, Basketball, Bass Fishing, Bowling, Cross Country, Football, Golf, Gymnastics, Lacrosse, Soccer, Softball, Swimming, Tennis, Track and Field, Volleyball, Water Polo, Wrestling and other sports approved by the Executive Board. The season will close with the Chicago Public High Schools Championship game or meet, with the exception of those teams involved in the state tournaments or other authorized games.

B. Schools violating the dates set for the sports seasons which are prescribed by the IHSA and/or the Association shall be subject to disciplinary action as determined by the Director, subject to appeal to the Executive Board.

Section 2 - Additional Activities

Inter-school competition may be provided for any other sport activity not listed in section 1 above, if five or more member schools make a formal written request to the Director and if approved by the Executive Board. Chess is an activity approved for inter-scholastic competition throughout the school year.

Section 3 - Competitive Contests (League and Non-League) – Approved Sports

A. Non-league contests or practice games shall not be allowed to conflict with the regular league schedule. All scheduled non-league games must be submitted and approved by the Director prior to the season. If the Director does not sanction specific non-league contests, teams are prohibited from participating in such contests. All adjustments to non-league schedules must be submitted promptly by Athletic Directors for approval by the Director.

B. In all contests conducted by the Chicago Public High Schools Athletic Association or involving Association teams, all teams must be either members of this Association, the Illinois High School Association or an equivalent association from their home state.

C. On the day of the Chicago Public High Schools Championship game or contest in any one sport, no other game or contest in that sport shall be conducted unless approved by the Director.

D. Post-season All-star games shall be allowed, provided arrangements or contracts are not made until they are approved by the Director of the Association. A school failing to secure approval for a post-season game shall be excluded from competition in that sport the following season.

E. Inter-school contests or practice games shall not be played with any school team which is under the ban of this Association and/or the IHSA. The penalty for violators shall be imposed by the Director. Penalties imposed by the Director against coaches under this Section shall be subject to appeal in accordance with Article IV, Section 3.

Section 4 - Sports Committees

Sports Committees shall be the following:

A. Boys' Committees

1. Baseball - one member from each high school Network
2. Basketball - one member from each high school Network
3. Football - one member from each high school Network
4. Swimming - one member from each high school Network
5. Soccer - one member from each high school Network
6. Golf, Track and Field, and Cross Country – two members from each high school Network
7. Tennis, Wrestling - two members from each high school Network
8. Chess Activity - one member from each high school Network
9. Bowling - one member from each high school Network
10. 16-Inch Softball and Volleyball – two members from each high school Network
11. Water Polo – one member from each high school Network
12. Lacrosse – one member from each high school Network

Schools may request the inclusion of additional sports to the Association. Additional sports and corresponding sports committees may be authorized when approved by the Director and the Executive Board.

B. Girls' Committees

1. Basketball - one member from each division of each high school Network
2. Bowling - one member from each high school Network
3. Softball - one member from each high school Network
4. Swimming - one member from each high school Network
5. Tennis - one member from each high school Network
6. Track and Field - one member from each high school Network
7. Soccer - one member from each high school Network
8. Volleyball - one member from each high school Network
9. Water Polo – one member from each high school Network
10. Chess Activity - one member from each high school Network

Schools may request the inclusion of additional sports to the Association. Additional sports and corresponding sports committees may be authorized when approved by the Director and the Executive Board.

- C. Coed Committees
 - 1. Bass Fishing - one member from each division of each high school Network.

Schools may request the inclusion of additional sports to the Association. Additional sports and corresponding sports committees may be authorized when approved by the Director and the Executive Board.
- D. Selection of Sports Committees
 - 1. The Director shall submit member nominees for the sports committees to the Executive Board for its review and recommendation. The Director may also submit nominees from charter high schools who are members of the Association.
 - 2. Members approved by the Director shall serve a two-year term and may be re-appointed.
 - 3. If a member of a sports committee needs to be replaced for any reason, the Director shall submit a nominee for the vacant position to the Executive Board for its approval.
- E. Function of Sports Committees
 - 1. The Director shall assign a city-wide coordinator to each sports committee who, together with the sports committee, will prepare an annual sports plan including competition schedule, rules and regulations related to the sport. The city-wide coordinator will also oversee the assignment of officials, prepare the play-off schedule, verify rules compliance including eligibility requirements, monitor the program throughout the season, and other duties assigned by the Director.
 - 2. The Director shall present the general plan and set of rules for the season developed by the sports committee and coordinator of each sport to the Executive Board. The plan submitted must ensure equivalent benefits and opportunities for boys and girls.
 - 3. Written copies of the adopted rules and regulations and a calendar indicating play-off schedule for varsity and freshman/sophomore competition shall be sent to each school in the Association at least one month prior to the first scheduled game. The principals are responsible for dissemination of the calendar to coaches, athletes and parents or guardians of the athletes. The rules and regulations will provide notice of the appeal procedures.
 - 4. When a sports committee and coordinator decide to revise post-season play (either the schedule or qualifications to participate), they shall provide written notice of the decision to all interested parties, including coaches, athletes, and their parents or guardians who are affected by the decision. The notice shall state that an interested party may request the high school principal to initiate a review by the Director and, if necessary, the Executive Board.

Section 5 - Athletic Coaches Pool and Coach Selection

- A. The directing and head coaching of any team representing a member of this Association shall be performed by a certified teacher or employee of the Chicago Public Schools or other qualified individual who has been selected by the principal. Effective July 1, 2009, in order to serve as an athletic coach, an individual must also be an active member of the Association's Athletic Coaches Pool ("Pool") before the coaching assignment begins. To become an active member of the Pool, an individual must successfully complete (1) a Criminal Background Check through fingerprint analysis, (2) the online DCFS Mandated Reporter training, (3) the 12-hour "Character Counts" coaches training provided by Sports Administration, (4) training on relevant Board Rules and Policies; and (5) Concussion Management training specified by the Director. Thereafter, to maintain an active status in the Pool, a coach must annually (every school year) complete the 6-hour coaches training provided by Sports Administration.
- B. Effective September 1, 2011, coaches who are in the Pool are required to satisfy the new Concussion Management Training requirement prior to the beginning of the next upcoming sport season for which they have a coaching assignment by submitting a copy of the training completion certificate to the Office of Sports Administration.
- C. Failure to complete the annual training requirements will result in removal from the Pool. Failure to comply with the requirements set out in these Bylaws may also result in removal from the Pool.
- D. The Director will publish and periodically update the list of active members of the Pool.
- E. A head and assistant coach selected by the principal must be an active member of the Pool, and, in accordance with IHSA rules, be:
 - 1. (a) certified by ISBE as either a teacher, substitute teacher, administrator or school service personnel, or
(b) a retired teacher or coach from an IHSA school, or
(c) a student teacher at the school who has the coaching responsibility written into his/her student teaching agreement, or
(d) if an individual does not qualify under E.1.(a)-(c) above, the individual must be certified through ASEP (American Sport Education Program), NFHS (National Federation of State High Schools) or other IHSA-approved coaches program, and
 - 2. at least 19 years old, and
 - 3. employed by the District and satisfied criminal background check requirements.

Selection of coaches from the Pool shall satisfy IHSA coaching qualification and selection standards.

Section 6 - Reporting of Coaching Assignments.

The Principal shall submit to the Director all names of volunteer and paid coaches at his/her school (regardless if they are a current employee), once the coach has been selected by the Principal from the Pool and before the coaching assignment begins on dates specified by Sports Administration.

Section 7 - Annual Reporting of Non-Returning Coaches

The principal shall annually report to the Director all individuals who served as an athletic team coach during the prior school year who will not be returning to coach for the upcoming school year. Reports on all non-returning coaches shall be submitted during the reporting period of July 1 -- July 15 using the reporting forms established by the Director.

Section 8 - Faculty Representative

A. A game or contest in which two schools are participating shall not begin until the coach or a faculty representative from each of the contesting schools is present. In games or contests where more than two schools are participating, each school shall have a coach or faculty representative.

B. In the event of a non-appearance of the coach or faculty representative within the forfeit time limit of that sport, the offending school shall forfeit the game.

C. In the event the coach or faculty representative fails to remain through the game, the offending school shall forfeit the game.

Section 9 - Exchange of Official Computer-Generated Eligibility Sheets

A. Only computer-generated eligibility sheets will be accepted for purposes of participation in Association-sponsored interscholastic contests.

B. The computer-generated eligibility sheets may be duplicated but the signatures must be original. Prior to the commencement of a game, teams shall exchange eligibility sheets to ensure all players are eligible to participate in the game. Once this exchange takes place, these computer-generated sheets may not be altered by adding names that do not appear on the central office record sheets.

C. Computer-generated eligibility sheets for all teams must be signed and sent by the principal to the Director prior to the beginning of the season.

D. The inclusion of an ineligible player's name on the computer-generated eligibility sheet shall be cause for forfeiture of the contest.

E. Clerical or systems errors as determined by the Director may result in a determination by the Director to waive the designated penalty.

F. A coach or faculty representative failing to comply is subjecting his/her team to forfeiture or fine of up to \$100 for that game or contest.

G. In the event a Charter school participating in the Association does not have access to the athletics module in IMPACT, the Charter school shall follow the manual process established by the Director for receipt of official eligibility sheets.

Section 10 - Report of Contests

A. The Athletic Director shall send all completed official computer-generated eligibility sheets (practice or league) to the Director of the Association, as soon as practicable following the contest.

B. All official computer-generated eligibility sheets shall be kept on file in the office of the Director of the Association.

C. In individual sports, where a number of schools are competing, the chairman of that event shall send in the official computer-generated eligibility sheets and a report of the event to the Director.

D. A coach or faculty representative failing to comply is subjecting his/her team to forfeiture or fine of up to \$100 for that game or contest.

Section 11 - Alumni Games

Alumni games are prohibited in all sports.

Section 12 - Division of Proceeds

A. In all contests between members of this Association, proceeds from tickets sold at each school shall be retained by that school.

B. Ticket sales and seating arrangements for play-offs shall be determined by the committee of that sport and the Director.

ARTICLE III - RECORDS OF ELIGIBILITY:**Section 1 - Central Office Record Sheet**

- A. A list of proposed players shall be submitted by each school to the Director of the Association. Participation of a player whose name does not appear on the central office record sheet results in a forfeit of that game or contest.
- B. The list shall be due in the office of the Director before the first game or contest of the season.
- C. The central office record sheet for each sport shall be signed by the principal of that school, athletic director, and coach. The Central Office record sheet shall include the following:
- Player's full name
 - I.D. #
 - Date of birth
 - Home address, including zip code
 - Number of semesters of high school attendance
- D. Supplemental Central Office Record Sheet. After the original list of players has been sent to the Director, a school may submit supplementary Central Office record sheets to include additions and to make deletions.
- E. Composite of Central Office Record Sheets. The Director shall maintain a composite of Central Office players' record sheets, which shall be available to each school.

Section 2 - Player's Record Card

- A. Before eligibility is established and before participation in any practice or contest, each participant in the interscholastic program shall submit a completed player record card. The coach is responsible for securing the card from the participant and the Athletic Director is responsible for recording the information in the sports module in IMPACT and the filing of these cards.
- B. A complete card shall include:
- Date and proof of birth
 - Elementary school record
 - Certificate of physical fitness dated within 395 days, including a physician's permission to participate, as attested to by signature
 - Written consent of a parent or guardian
 - Signature of student

Section 3 - Scholastic Eligibility

- A. Past Semester Standing
1. For contests occurring during the first semester of the 2012-2013 school year, student athletes must receive passing grades in 20 credit hours (4 half credits or their equivalent) for the previous semester. For contests occurring during the second semester of the 2012-2013 school year and thereafter, student athletes must receive passing grades in 25 credit hours (5 half credits or their equivalent) for the previous semester. Additionally, a student with a grade point average below 2.0 must have an Individual Study Plan ("ISP") in place to address academic weaknesses. The ISP must be approved by the Principal and on file with the Sports Administration Office. If the student fails to satisfy the requirements of their ISP, the student's eligibility to participate will be withdrawn.
 2. Credits earned in summer school may be applied to previous semester requirements.
 3. A beginning freshman who has never attended any other secondary school will be eligible at once if entering at the opening of the semester. This entry must be prior to the 11th day of school.
 4. A student shall not, after enrolling in the ninth grade, be eligible for more than eight semesters. If the student shall have been in membership ten days or more during any semester, the student shall be counted as having been in attendance during said semester.
 5. If the student has been out of school for a semester or more, the previous semester shall be understood to mean the last semester during which the student was a member of a high school for at least ten days.
 6. Students with special needs who wish to compete for their high schools will be accepted upon meeting the participation requirements established for all students. A waiver or modification of these requirements due to special needs considerations is subject to approval of the Director of the Association. Each case will be reviewed on an individual basis.
- B. Present Semester Record
1. The student shall be passing in 25-29 credit hours (5-4 half credits or their equivalent) as checked every week by the Athletic Director.
 2. For purposes of scholastic eligibility, "passing" shall be determined by a student-athlete's grades, school attendance and attendance in class and conduct during the school day. A student-athlete who is failing one or more courses at the end of a week during the season shall be ineligible for the next week of competition. A student-athlete who accumulates two (2) or more unexcused absences from class or school in a school week during the

season shall be ineligible for the next week of competition. A student-athlete who is suspended from school for misconduct or subject to the loss of extracurricular activity privileges shall be ineligible for competition or practice during the term of the suspension or loss.

3. Eligibility shall be determined every week by the Athletic Director as approved by the high school principal. Eligibility shall date from Monday through Sunday of each week of the semester.
4. ~~A student failing at the end of the week (Friday) is ineligible for the next week (Monday through Sunday) unless the failure is at the 20th week, at which time the student will be ineligible for the succeeding semester. However, student who fails more than one subject at the end of the second semester~~ If a student is rendered ineligible for the next semester's season due to failed courses, the student may attend summer school to make up the failed courses and re-gain eligibility for the next semester's sport season. If he/she obtains passing grades which fulfill the eligibility requirements, he/she will be eligible for participation in August.

C. **Penalty For Violations of Scholastic Eligibility Provisions.** If an ineligible student participates in a contest, then the student is barred from competition for a period of time not to exceed one year, as determined by the Director. The decision by the Director is subject to appeal following the appeal procedures set forth in Article IV of these Bylaws. All games in which the student played while ineligible will be forfeited. Points won by the ineligible individual in all sports will be forfeited. The team is not penalized in individual Association sports such as chess, bowling, track and field, wrestling, swimming, tennis, golf, and cross country, unless the ineligible student participated in team components of these sports, e.g. relay races in track and field or doubles in tennis.

Section 4 - Age

A. For Varsity competition, a student shall be eligible through age nineteen (19) unless the student shall become twenty (20) during the sport season in which event eligibility shall terminate on the first day of such season (as the season is defined in section 5.00 of the IHSA by-laws).

B. For Sophomore competition, the student shall be in the first or second year in attendance and shall not have reached the seventeenth (17th) birthday prior to September 1 of the current school year.

C. For Freshmen competition, the student shall be in the first year in attendance and shall not have reached the sixteenth (16th) birthday prior to September 1 of the current school year.

D. Foreign exchange students must abide by all student requirements contained in these Bylaws including the age requirements.

Section 5 – Residence Previous Semester Enrollment

Students shall have been enrolled as members of the school represented on or before the 10th day of the previous semester for ten days or more of which he/she was a member of any school. Foreign exchange students must abide by all student requirements contained in these Bylaws including the residence requirements.

NOTE: If the student has been out of school for some period of time, the expression "the previous semester" shall be understood to mean the last semester of which he/she was a member of any school for ten days or more.

Section 6 - Transfers

A. This section on transfers applies to all students who transfer from one high school to another within the Chicago school district and to students who transfer into a Chicago public high school from another school district. This section also applies to foreign exchange students, and other foreign students who transfer into the Chicago school district.

B. All transfer students to a Chicago public high school will be ineligible to compete in athletics for a period of one calendar year from the date of enrollment in the new school or until they have received approval for athletic eligibility from the Director, as described below.

C. Transfer students may file a request for eligibility with the Director stating the reasons why eligibility should be granted. The Director's decision will be based on the following criteria:

1. If a student transfers from attendance in another high school district to attendance in the Chicago public high school district, he/she shall be ineligible unless:
 - a. the student's transfer is in conjunction with a move of his/her parents or legal guardian from one public high school district to the Chicago school district; or
 - b. the student's transfer is # from a private/parochial school to the Chicago public high school in the attendance boundaries where student's parents or guardian reside, the student is enrolling for the first time in a Chicago public high school, and the principals of both the private/parochial and the public high schools involved accept the transfer, concurring that there is no evidence of recruiting in connection with the transfer.

2. A student who attends a Chicago public high school and who, after attendance at one such school, transfers to another Chicago public high school shall be ineligible for a period not to exceed one year unless the student's parent/guardian move, in conjunction with the transfer, to a residence located within the attendance boundaries established by the district for the school to which the student transfers. In all other instances involving an intra-district transfer, an official ruling must be received from the Director before any such student shall be considered eligible.

3. If a student's transfer is based upon: his/her being emancipated; his/her parents being deceased; he or she being a student from a single parent home; he or she being a ward of the state or of a court; or he or she being a student whose legal guardianship has been changed by order of a court; his/her case shall be reviewed and ruled upon by the Director before the student is eligible. If a student's transfer is due to his/her homelessness, the student shall be eligible.

4. In determining whether a student will be deemed eligible for participation under paragraphs C.1-C.3 above, the Director will consider whether:

- a. there is evidence that the transfer was for primarily athletic reasons; or
- b. there is evidence that the transfer was the result of undue influence.

Evidence of either C.4(a) or (b) above will result in a student being deemed ineligible for one calendar year from the date of enrollment.

5. A transfer for primarily athletic reasons includes, but is not limited to, the following:

- a. A transfer to obtain the athletic advantage of a superior or inferior athletic team, a superior athletic facility or a superior coach or coaching staff;
- b. A transfer to obtain relief from a conflict with the philosophy or action of an administrator, teacher or coach relative to athletics;
- c. A transfer seeking a team compatible with the student's athletic abilities;
- d. A transfer to obtain a means to nullify or avoid an adverse or disciplinary action taken by the previous school.

6. A transfer based on undue influence includes, but is not limited to one that is induced or rewarded by an offer or acceptance of any athletic award, gift, amenity, gratuity, or benefit having a value of more than fifty (\$50.00). For purposes of this section, an athletic award, gift, amenity, gratuity or benefit includes but is not limited to money, extension of credit, meals, trips, use of vehicles, promise of athletic scholarships, offer or acceptance of school privileges or considerations not granted to other students.

D. In all cases, notice of the Director's decision shall be given consistent with the Association Bylaws, Article IV. The decision will indicate whether a student will be deemed:

- 1. eligible immediately, or
- 2. eligible after 20 school weeks from the date of enrollment, or
- 3. eligible after one calendar year from the date of enrollment.

Section 7 - Amateur Standing

A. **Purpose.** It is the policy of the Chicago Board of Education that the primary purpose of the school athletic program is educational. Member schools' athletic programs are designed to be an integral part of the educational process and the student-athlete is considered an integral part of the student body. The Chicago Board of Education intends athletic programs to supplement, not supplant, a student-athlete's education. Once enrolled, all students (including foreign exchange students) are designated as amateurs and must maintain their amateur status.

B. Definitions.

1. **Amateur.** An amateur is an individual who has never used his or her knowledge of athletics or athletic skill for pay in any form, and has never played on any team on which there are paid players.

2. **Athletic award, gift, amenity, gratuity or benefit.** An athletic award, gift, amenity, gratuity, or benefit includes, but is not limited to: money, extension of credit, meals, trips, free summer or off-season training or instructional camps for which other participants pay a fee, use of vehicles, promise of athletic scholarships, promise or receipt of anything of value in excess of \$50.00.

3. **Media.** Media includes but is not limited to programs, commercials, promotions, or messages, whether broadcast by radio, television, videos, telephone, Internet, cable, or satellite, or published in newspapers, magazines, posters, newsletters, or books. Media does not include news coverage of any kind.

4. **Pay.** Pay is the receipt of any athletic award, gift, amenity, gratuity, or benefit, for the student's participation in athletics not expressly permitted by these bylaws. Pay does not include an athletic scholarship or a promise of an athletic scholarship to a college or university, provided, that the scholarship is offered through a duly recognized representative of the college or university the student-athlete will attend.

5. **Student-Athlete.** For purposes of this Section 7, a student-athlete is a student who is eligible to and participates in a particular sport at a member school.

C. **Amateur Status.** All student-athletes must be amateurs.

D. **Prohibited Compensation.** A student shall not be eligible for competition in a particular sport if the individual:

1. Uses his or her athletic skill (directly or indirectly) for pay in any form in that sport;
2. Accepts a promise to pay even if such pay is to be received following completion of high school athletics participation;
3. Signs a contract or commitment of any kind to play professional athletics, regardless of its legal enforceability or any consideration received;
4. Competes on any professional athletics team and knows (or had reason to know) that the team is a professional athletics team, even if no pay or remuneration for expenses was received.

An investigation will be conducted by the Director, or their designee of any impropriety related to this section. Violation of this section will result in the immediate revocation of a student's eligibility status.

E. **Athletic Awards.** These rules shall not be interpreted to prohibit the acceptance of letters, medals, cups, or trophies by participants for winning or placing in athletic meets or tournaments in which three or more high schools participate and which are limited to high school students or to participants in non-interscholastic contests on equal terms, provided that in either case the awards must be made by the Executive Board or the school or organization fostering the game or meet.

F. **Prohibited Acts.**

1. No personnel may provide, directly or indirectly, or solicit others to provide, to any student-athlete any athletic award, gift, amenity, gratuity, free summer or off-season training or instructional camps for which other participants pay a fee, or benefit having a value of more than fifty dollars (\$50.00) as a reward for or as an encouragement to engage in athletic participation at any Chicago Public High School.
2. Chicago Public Schools employees determined to have violated this section will be subject to disciplinary action in accordance with Chicago Board of Education Employee Discipline and Due Process Policy as it exists now or as it may hereafter be amended.

G. **Promotional Activities.** After becoming a student-athlete, a student-athlete shall not be eligible for competition in a particular sport if the student-athlete:

1. Accepts any remuneration for or permits the use of his or her name or picture to advertise, recommend, or promote directly the sale or use of a commercial product or service of any kind;
2. Received remuneration for endorsing a commercial product or service through the individual's use of such product or service;
3. Appears or permits the use of his or her name, picture, or likeness in any media, the purpose of which is to advance a commercial interest without the prior written authorization of the Director; or
4. If a student-athlete's name or picture appears on commercial items or is used to promote a commercial product sold by an individual or agency without the student-athlete's knowledge or permission, the student-athlete (or the member school acting on behalf of the student-athlete) is required to take steps to stop such an activity in order to retain his or her eligibility for competition in a particular sport.

Section 8 - Falsifying Statements

A competitor who knowingly and intentionally has made a false statement in answering any verbal or written questions or requests for information of any authorities in this Association or the Chicago Public Schools shall be declared ineligible to represent the school or any other Chicago public high school in all sports for a period of time not to exceed one year from the time when he or she was discovered to have made the false statement. In addition, interscholastic team games in which student is engaged will be forfeited or individual team meets placement will be forfeited and awards returned.

Section 9 - Other Affiliations

While a member of a school team, an athlete shall not represent any out of school organizations in the sport during that sports season.

Section 10 - Student Disciplinary Suspensions

A student-athlete serving an out-of-school suspension for an act of misconduct may not attend school-sponsored events, including athletic competitions, and may not attend activities on school grounds, including team practices, during the term of the suspension.

ARTICLE IV - INVESTIGATIONS, HEARINGS AND APPEALS:

Section 1 - Investigations

Investigations by the Director of any action regarding rule interpretations, eligibility, fines, terms, conditions or other matters affecting Chicago public high schools interscholastic athletics shall be commenced as follows:

- A. All requests for an investigation or a determination must be made in writing and directed to the attention of the Director. Requests for an investigation or determination may be made by a student or any employee of the Chicago Public Schools or any Association member school.
- B. If the Director receives a proper written request for a determination or investigation of an alleged impropriety that may give rise to a violation of the Association's Constitution or Bylaws, the Director shall decide if the request reasonably warrants a determination or an investigation. If an investigation or determination is warranted, the Director or their designee shall conduct an investigation or, if no investigation is required, make a determination on the issue before him or her.
- C. Within 10 school days or two weeks, whichever is the shorter time period, of receipt of an investigation report or of making a determination, the Director will issue written findings to the requesting party and to other persons affected by the findings, unless a hearing is convened by the Director.
- D. If, the proposed findings would adversely affect a student's or school's participation in an interscholastic athletics program governed by the Association, the Director or his or her designee may conduct a hearing on the issue under consideration in accordance with the procedures described in Section 2 below, before issuing a written finding.

Section 2 - Investigative Hearings

Investigative hearings shall be conducted according to the following procedures:

- A. Written notice of the hearing will be provided to all interested parties on or before the 10th school day following the Director's receipt of an investigation report or a determination by the Director. Notice will include identification of the issue under consideration and of the violation(s) alleged to have occurred. The student-athlete and his or her parents or legal guardian shall be provided with written notice of the issue under consideration and of the violation(s) alleged to have occurred and of the date, time and location of the hearing.
- B. The hearing will be held within 10 school days after the date of the notice or as soon as practicable.
- C. The hearing will be conducted by the Director or his or her designee for the sole purpose of gathering relevant and material information concerning the issue under consideration. The hearing is not adversarial in nature and only the Director or his or her designee, and other appropriate persons shall be permitted to ask questions of parties attending the hearing.
- D. At the hearing, all interested parties shall, at the discretion of the Director or his or her designee, have reasonable opportunity to present information that is relevant and material to the issue under consideration. The student-athlete, his or her parents or guardians, or an appropriate representative of the student-athlete will be provided an opportunity to present information that is relevant and material to the issue under consideration.
- E. The hearing shall not be open to the public.
- F. The Director or his or her designee shall arrange to have the hearing proceedings tape recorded and a copy of the tape recording of the proceedings shall be made available upon request to a student-athlete, his or her parents or guardians, or an appropriate representative of the student-athlete.
- G. The Director will issue written findings not later than 10 days after the day of the hearing. The findings shall include notice of rights and procedures for appealing the Director's findings to the Executive Board.

Section 3 - Appeal Hearings

- A. Appeals hearings may be requested by student-athletes or the school principal from the Director's written findings (after an investigation or investigative hearing under Article IV, Sections 1 and 2), or by a coach (after a penalty imposed by the Director under these Bylaws, which penalty is subject to the appeal hearing procedures of this Article). All requests for appeal must be made in writing to the Executive Board president within 5 school days from the date of the Director's issuance of written findings, or in the case of penalties imposed on a coach, within 5 school days from the Director's imposition of a penalty on a coach. A copy of the appeal will be forwarded by the principal to the Executive Board in a timely manner.
- B. In the event that an appeal involves the Executive Board president's school or a student or a coach at the school of another Executive Board member, the Executive Board president, or other Executive Board member shall excuse him/herself from the proceedings and the vice president, or another member of the Executive Board shall be designated to schedule an appeal hearing and to preside over the hearing.

C. The Executive Board president or a designee shall schedule an appeal hearing within 10 school days that will be conducted before a quorum of the Executive Board. Written notice of the hearing shall be sent to the interested parties. The student-athlete and his or her parents or legal guardian(s) must be provided with written notice of the issue under consideration on appeal and of the violation(s) alleged to have occurred and of the date, time and location of the appeal hearing. In the case of a coach who is appealing the Director's decision to impose a penalty, the issue(s) under consideration on appeal shall be limited to those issues specified in the coach's appeal request.

D. The Executive Board president or a designee shall conduct the appeal hearing. The purpose of the appeal hearing is to allow the Executive Board to gather information that will allow it to make informed, reasoned recommendations on the appeal. The student-athlete, his or her parents or guardians, or an appropriate representative of the student-athlete, or in the case of a coach who is appealing a decision to impose a penalty, the coach, must have an opportunity to present information that is relevant and material to the issue under consideration.

E. The Executive Board president or a designee shall arrange to have the hearing proceedings tape recorded and a copy of the tape recording of the proceedings shall be made available upon request to the parties to the hearing.

F. The Executive Board shall issue written recommendations on the appeal to the CEO or their designee within 24-hours of the appeal hearing. No later than two (2) school days after receiving the Executive Committee's recommendation, the CEO or their designee shall issue a final decision on the appeal and shall notify the parties to the appeal by phone and also provide the parties with a written copy of the determination.

ARTICLE V – RETURN OF ATHLETIC EQUIPMENT:

Section 1

Student-athletes must return all athletic equipment that is school property in his or her possession on demand from school officials or they must pay for same if lost, stolen, or damaged.

Section 2

Failure to comply with Article V, Section 1, shall result in a student being barred from interscholastic sports and in a withholding of athletic honors until compliance is met.

ARTICLE VI - INDIVIDUAL ATHLETIC AWARDS:

Section 1

Each school shall determine appropriate types of school athletic awards.

Section 2

Each school shall determine the standards on which school awards are based.

Section 3

Individual awards will be given to members of Citywide Championship Teams as determined by the Association's sports committees and with the approval of the Executive Board.

ARTICLE VII – FORFEITS:

Section 1

A school forfeiting or canceling a practice or league game or dual meet shall be liable for all expenses incurred in providing for that game or meet, if notice of intention not to play was not given in time to cancel arrangements. Cancellation decisions based on inclement weather should be made two hours before game time between both coaches.

Section 2

A school forfeiting two or more league games in any sport shall stand suspended for the succeeding season in that sport. A letter to the principal, athletic director and coach shall notify the school of the impending suspension. Upon completing the suspension period, the school must apply for readmission to the league for the next year. Teams forfeiting state games will be fined \$100, will reimburse the host for non-cancelable costs and expenses and shall also be subject to additional sanctions at the discretion of the Director.

Section 3

The suspension may be contested in accordance with the appeal provisions contained in Article IV herein.

ARTICLE VIII - GAME INFRACTIONS OR PROTESTS:

This section shall govern all protests by and/or between schools regarding an irregularity or infraction occurring during a particular game or contest.

Section 1 - Protests

A protest is a report referred to the Director regarding some irregularity or infraction occurring during a particular game or contest.

Section 2 – Protest Procedures

All steps in the protest procedures must be followed by the order specific, or the protest option will be forfeited. The steps of the protest procedures are as follows:

Step 1 - Disagreements between schools shall be taken up first by the coaches of the two schools concerned. A special effort must be made not to delay the regular or play-off schedules.

Step 2 - If the schools concerned are unable to reach an agreement by 12:00 noon on the first school day following the game or event under protest, the protest then must be registered by phone or in person to the office of the Director by the principal or person in charge of the protesting school. This procedure should be used in situations that arise during:

- a) play at any time;
- b) games played during the last week of the regular season; or
- c) play-off games.

Step 3 - The principal of the protesting school will follow up Step 2 with a letter outlining the facts of the protest and a \$50.00 school check, which are to be hand delivered to the office of the Director by 1:00 p.m. of the same day. The Director and the chairperson of the sport committee concerned will investigate the matter and will reach a decision before the end of that same school day.

Step 4 - If the protest is upheld, the school ruled against will forfeit the game or event in question. In the case of the protest occurring during play-offs, the school winning the protest continues to compete in the play-offs.

Step 5 - If the school ruled against disagrees with the decision, the principal or person in charge of that school may file a letter requesting an appeal hearing before the Executive Board. The letter is to be mailed to the president of the Executive Board within three school days of the receipt of the decision of the Director. Play-offs will not be delayed.

Step 6 - The president of the Executive Board shall convene the Executive Board within one week of the receipt of the letter to review the case. The Executive Board shall issue written recommendations on the appeal to the CEO or their designee within 24-hours of the appeal hearing. No later than two (2) school days after receiving the Executive Committee's recommendation, the CEO or their designee shall issue a final decision on the appeal and shall notify the parties to the appeal by phone and also provide the parties with a written copy of the determination.

Section 3 – Protest Fee

The \$50.00 fee will be returned to the protesting school if the protest is won. If the protest is denied, the check is deposited in the Athletic Association funds.

Section 4 – Protests Involving Ineligibility

Protests involving eligibility may be made at any time. In such cases, the protest procedure will begin with the principal's phone call to the Director.

Section 5 – Investigation Expense

The expense of the investigation shall be borne by the Association.

Section 6 – Holding Post-Season Tournaments

Upon request by an interested party, an appeal of a sport committee decision not to hold a post-season tournament must be initiated by a written referral by a high school principal to the Executive Board. The appeal must be filed before the first game of the season or written ten (10) school days after the written notice that no post-season tournament will be held has been received by coaches, athletes, and parents/guardians. The Executive Board shall issue written recommendations on the appeal to the CEO or their designee within thirty (30) school days. No later than two (2) school days after receiving the Executive Committee's recommendation, the CEO or their designee shall issue a final decision on the appeal and shall notify the parties to the appeal by phone and also provide the parties with a written copy of the determination.

ARTICLE IX - PRIVATE LESSONS AND SPECIAL PROGRAMS:

Individual private lessons, school physical conditioning programs, recreational programs and non-school competitive programs are not considered as coaching situations and may be participated in by high school students within the limitations of these Bylaws.

ARTICLE X - SPECIAL RULINGS:

Notwithstanding anything in the Bylaws to the contrary, the following special rules shall apply.

Section 1 – All Sports Basketball

Sports seasons shall coincide with those established by the Illinois High School Association for those sports in which the Association enters the State tournament. Refer to the IHSA handbook for these dates.

A. ~~No team representing a Chicago public high school shall in any one season play more games than allowable under the season game number limits set by the IHSA for each sport, more than 16 interscholastic basketball games exclusive of games played in tournaments. No school shall permit any of its basketball teams to play in more than three tournaments other than State Championships series. However, a team which does not participate in any invitation tournaments may play a maximum of 24 games, a team which participates in only one such tournament may play a total of 19 games exclusive of the State tournament series, and a team which participates in two tournaments may play a total of 18 games exclusive of the State tournament series. A team which participates in three tournaments exclusive of the State tournament series is limited to 16 games.~~

B. The visiting team(s) are entitled to an equal proportion of the tickets available for purchase for any Association league semi-final game or championship play-off game.

Section 2 - Basketball Tournaments Organized by Association Schools

A. Permission to organize and conduct any tournament must be obtained from the principals of the schools involved and sanctioned by the Director.

B. The individual school responsible for the tournament shall appoint a faculty member other than the coach to take charge of all arrangements.

C. The tournament shall be composed entirely of schools who are members of the Illinois High School Association.

D. Permits for the use of gymnasium and locker room facilities are to be obtained from the Principal of each school.

E. All Association rules and regulations shall govern eligibility and play including the exchange of eligibility sheets properly filled out.

F. An accurate accounting is to be sent to the principals of the schools involved and kept on file for future audit.

G. Broadcasting or sponsorship or acceptance of funds from outside agencies must be in accordance with Illinois High School Association regulations and must also be authorized in accordance with Chicago Board of Education Rules and Policies.

Section 3 - Chess

Chess city championships shall be held in the second semester. The Chess activity season will be held throughout the school year with the support of Sports Administration. As an approved activity, Chess teams may participate in interscholastic competition and tournament competition without restriction.

Section 4 - Golf

Golf shall be held in the fall and spring semesters.

Section 5 - Football

A. Football practice may start on dates as determined by the Illinois High School Association. Football practice during this period can only be conducted by the assigned football coaches at the respective schools. Prior to this starting time, football practice cannot be conducted by football coaches or other members of the Physical Education Department, school faculty members or unofficial coaches. Availability of school facilities for practice before the dates determined by the Illinois High School Association should be requested by the principal. After July 31, no player or team is permitted to attend a practice or training camp apart or away from the regular practice or playing field of the player or team.

B. No games or scrimmages with other schools shall be permitted before the official IHSA opening date for football.

C. Pre-Season Practice Requirements. A student shall become eligible to participate in an interscholastic contest or scrimmage in boys' football after completing a minimum of one and one-half hours of actual field practice on 14 days excluding Sunday. These practices must be conducted in accordance with the IHSA by-laws.

1. Contest Limitation - No boys' football team representing a member school shall, in any one season, participate in more than nine games exclusive of the IHSA series and exclusive of the City of Chicago Prep Bowl series, participated in by the Association and Chicago Catholic League.
2. One Game Per Calendar Week - Not more than one game per calendar week shall be played except in the case of postponed league games or participation in State play-offs as authorized by the Director of the Association.
3. High School Teams Prohibited From Playing Against Non-High School Teams - High school teams are prohibited from playing or scrimmaging junior college or college teams or any team other than high school.

d. Equipment Requirements. Football helmet equipment (including chin straps and face masks) must be examined every year prior to the beginning of the season for condition issues. At a minimum, football helmets must be reconditioned after every two seasons. The coach shall comply with all football helmet equipment inspection, reconditioning and documentation requirements established by Sports Administration.

Section 6 - Track

Indoor Track Championship shall be held during the month of March.

Section 7 - Lacrosse

Lacrosse helmet equipment must be examined every year prior to the beginning of the season for condition issues. At a minimum, Lacrosse helmets must be reconditioned after every two seasons. The coach shall comply with all helmet equipment inspection, reconditioning and documentation requirements established by Sports Administration.

Section 7 - State Tournament Competition

In all sports where the Association season closes before the State Tournament, ~~the Chicago champion~~ any Association team shall be permitted to enter into the State Tournament.

ARTICLE XI - PENALTY FOR VIOLATING BYLAWS AND RULES:

Any violation of the Constitution, Bylaws or rules of the Association or of any Board Rule or Policy by Association schools or their coaches or students shall be reported to the Director. The Director shall conduct or cause to be conducted an investigation into all alleged violations of the Association's Constitution, Bylaws or rules or Board Rules or Policies and make appropriate findings pursuant to the procedures set forth in Article IV of these Bylaws. The findings may require that sanctions or penalties are placed upon students, schools, or coaches of offending schools. Penalties can range from written warnings, fines, suspensions, removal from the Pool or a temporary or permanent ban from coaching depending on the severity and history of violations. Appeals of penalties may be taken in accordance with Article IV, Section 3.

No action taken pursuant to these Bylaws shall preclude or in any way limit the authority of the Board, the Chief Executive Officer or a principal from imposing additional discipline pursuant to the Employee Discipline and Due Process Policy or other applicable Board policies or rules which penalties may include a lifetime ban from coaching.

ARTICLE XII – CHARTER SCHOOL PARTICIPATION AND COMPLIANCE:

Charters schools that elect to participate in the CPS High School Athletic Association do so under the condition that the school abides by and complies with all Association Bylaws and Rules. This policy is intended to establish uniform eligibility requirements for participation in the Association and to establish uniform standards of conduct for students and coaches. It shall not be interpreted to require a charter school to adopt any Board policies it has not otherwise adopted. Nothing herein shall be construed to limit or prohibit the imposition of penalties or sanctions authorized under these Bylaws, such as fines, suspension from games or temporary or permanent ban, against a Charter School and their coaches and students for violation of the Bylaws and rules.

12-0822-PO2

**RESCIND BOARD REPORT 99-0421-PO3
ADOPT A REVISED NO-PASS, NO-PLAY POLICY**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board rescind Board Report 99-0421-PO3 and adopt a revised No-Pass, No-Play Policy.

PURPOSE: The purpose of this policy is to enumerate uniform no-pass, no-play requirements for students in grades 9 through 12 who wish to participate in school-sponsored athletics or extra-curricular activities. This policy is established to satisfy Section 34-18.17 of the Illinois School Code which requires the Board to establish a uniform policy that precludes high school students who fail to satisfy certain academic performance standards from participating in athletics and extra-curricular activities.

POLICY TEXT:

Students in grades 9 through 12 who wish to participate in school-sponsored athletics or extra-curricular activities must satisfy the following no-pass, no-play requirements:

A. Past Semester Standing

1. For contest/activities occurring during the first semester of the 2012-2013 school year, a student must receive passing grades in 20 credit hours (4 half credits or their equivalent) for the previous semester. For contest/activities occurring during the second semester of the 2012-2013 school year and thereafter, a student must receive passing grades in 25 credit hours (5 half credits or their equivalent) for

the previous semester. Additionally, a student with a grade point average below 2.0 must have an Individual Study Plan ("ISP") in place to address academic weaknesses. The ISP must be approved by the Principal. If the student fails to satisfy the requirements of their ISP, the student's eligibility to participate will be withdrawn.

2. Credits earned in summer school may be applied to previous semester requirements.
3. A beginning freshman who has never attended any other secondary school will be eligible at once if entering at the opening of the semester. This entry must be prior to the 11th day of school.
4. If the student shall have been in membership ten days or more during any semester, the student shall be counted as having been in attendance during said semester. If the student has been out of school for a semester or more, the previous semester shall be understood to mean the last semester during which the student was a member of a high school for at least ten days.

B. Present Semester Record

1. The student shall be passing in 25 credit hours (5 half credits or their equivalent) as checked every week by the Principal or designee.
2. For purposes of scholastic eligibility, "passing" shall be determined by a student's grades, school attendance and attendance in class and conduct during the school day. A student who is failing one or more courses at the end of a week during the season shall be ineligible for the next week of competition. A student who accumulates two (2) or more unexcused absences from class or school in a school week during the season shall be ineligible for the next week of competition. A student who is suspended from school for misconduct or subject to the loss of extracurricular activity privileges shall be ineligible for competition or practice during the term of the suspension or loss.
3. Eligibility shall be determined every week by the Athletic Director as approved by the high school principal. Eligibility shall date from Monday through Sunday of each week of the semester.
4. If a student is rendered ineligible for the next semester's season due to failed courses, the student may attend summer school to make up the failed courses and re-gain eligibility for the next semester's sport season. If he/she obtains passing grades which fulfill the eligibility requirements, he/she will be eligible for participation in August.

C. Interscholastic Sports. Additional eligibility procedures may apply to students participating in interscholastic sports that are governed by the Chicago Public High Schools Athletic Association Constitution and Bylaws (<http://policy.cps.k12.il.us/download.aspx?ID=26>).

LEGAL REFERENCES: 105 ILCS 5/34-18.17

President Vitale indicated that if there were no objections, Board Reports 12-0822-RS1 through 12-0822-RS10, 12-0822-PO1 and 12-0822-PO2 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0822-RS1 through 12-0822-RS10, 12-0822-PO1 and 12-0822-PO2 adopted.

12-0822-CO1

FINAL

**COMMUNICATION RE: LOCATION OF
BOARD MEETING OF SEPTEMBER 25, 2012**

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

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, September 26, 2012 has been **Rescheduled to Tuesday, September 25, 2012** and will 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 at the time indicated in the meeting agenda and proceed for two hours.

12-0822-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 July . All transfers are budget neutral. A brief explanation of each transfer is provided below:

1. Transfer for Pilsen-Little Village Elementary Network

Rationale: Travel reimbursement for local, required meetings and trainings.

Transfer From:	Unit	Pilsen-Little Village Elementary Network	02081
	Fund	General Education Fund	115
	Account	Services - Contractual	54105
	Program	Region Office-Support	232105
	Grant	Default Value	000000
Transfer to:	Unit	Pilsen-Little Village Elementary Network	02081
	Fund	General Education Fund	115
	Account	Car Fare	54215
	Program	Region Office-Support	232105
	Grant	Default Value	000000
Amount:		\$1,000.00	

2. Transfer from Language and Cultural Education to Education General - City Wide

Rationale: Return funding to 356 contingency. Fund/grant combination incorrect - should be 115 funding.

Transfer From:	Unit	Language and Cultural Education	11510
	Fund	Title III - Emergency Immigrant Language Acquisition	356
	Account	Pupil Transportation	54210
	Program	Bewl Newcomer Center	221057
	Grant	State Bilingual Tbe	376705
Transfer to:	Unit	Education General - City Wide	12670
	Fund	Title III - Emergency Immigrant Language Acquisition	356
	Account	Miscellaneous Charges	57940
	Program	Contingency For Project Expan	600002
	Grant	Title Iii - Language Acquisition	490924
Amount:		\$1,000.00	

3. Transfer from Nutrition Support Services to Hiram H Belding School

Rationale: Ready for Gold Funds LeAndra Padgett.

Transfer From:	Unit	Nutrition Support Services	12010
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Health Services	213011
	Grant	Category A - Communities Putting Prevention To Work	580112
Transfer to:	Unit	Hiram H Belding School	22221
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Health Services	213011
	Grant	Category A - Communities Putting Prevention To Work	580112
Amount:		\$1,000.00	

4. Transfer from Pension & Liability Insurance - City Wide to John C Coonley School

Rationale:	Book Transfer Failure - 06-Sep-2011 Bookxfer.		
Transfer From:	Unit	Pension & Liability Insurance - City Wide	12470
	Fund	School Special Income Fund	124
	Account	Miscellaneous Charges	57940
	Program	New School Openings Other	009546
	Grant	Internal Accounts Book Transfers	002239
Transfer to:	Unit	John C Coonley School	22821
	Fund	School Special Income Fund	124
	Account	Bucket Position Pointer	51320
	Program	General Salary S Bkt	290001
	Grant	Internal Accounts Book Transfers	002239
Amount:	\$1,000.00		

5. Transfer for Midway Elementary Network

Rationale:	Monies transferred to cover space rental expenses for the Midway Network PD's.		
Transfer From:	Unit	Midway Elementary Network	02111
	Fund	General Education Fund	115
	Account	Commodities - Supplies	53405
	Program	Region Office-Support	232105
	Grant	Default Value	000000
Transfer to:	Unit	Midway Elementary Network	02111
	Fund	General Education Fund	115
	Account	Services - Space Rental	57705
	Program	Region Office-Support	232105
	Grant	Default Value	000000
Amount:	\$1,000.00		

543. Transfer from Charles R Henderson School to Capital/Operations - City Wide

Rationale:	Funds Transfer From Project# 2011-23721-SIP To Award# 2011-482-00-14 ; Change Reason : NA.		
Transfer From:	Unit	Charles R Henderson School	23721
	Fund	CIP Series 2011A	482
	Account	Capitalized Construction	56310
	Program	Repairs & Improvements	251392
	Grant	Build America Bonds (Babs)	610000
Transfer to:	Unit	Capital/Operations - City Wide	12150
	Fund	CIP Series 2011A	482
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Build America Bonds (Babs)	610000
Amount:	\$7,401,958.03		

544. Transfer from Capital/Operations - City Wide to Charles R Henderson School

Rationale:	Funds Transfer From Award# 2011-483-00-05 To Project# 2011-23721-SIP ; Change Reason : NA.		
Transfer From:	Unit	Capital/Operations - City Wide	12150
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Default Value	000000
Transfer to:	Unit	Charles R Henderson School	23721
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Repairs & Improvements	251392
	Grant	Default Value	000000
Amount:	\$7,401,958.03		

545. Transfer from Dunbar Vocational Career Academy to Capital/Operations - City Wide

Rationale: Funds Transfer From Project# 2011-53021-MCR-1 To Award# 2011-482-00-13 ;
Change Reason : NA.

Transfer From:	Unit	Dunbar Vocational Career Academy	53021
	Fund	CIP Series 2011A	482
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Default Value	000000
Transfer to:	Unit	Capital/Operations - City Wide	12150
	Fund	CIP Series 2011A	482
	Account	Capitalized Construction	56310
	Program	Masonry/Windows	009551
	Grant	Default Value	000000
Amount:		\$8,247,000.00	

546. Transfer from Capital/Operations - City Wide to Dunbar Vocational Career Academy

Rationale: Funds Transfer From Award# 2011-483-00-04 To Project# 2011-53021-MCR-1 ;
Change Reason : NA.

Transfer From:	Unit	Capital/Operations - City Wide	12150
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Masonry/Windows	009551
	Grant	Default Value	000000
Transfer to:	Unit	Dunbar Vocational Career Academy	53021
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Default Value	000000
Amount:		\$8,247,000.00	

547. Transfer from Capital/Operations - City Wide to Information & Technology Services

Rationale: Funds Transfer From Award# 2013-483-00 To 2013-483-00-01.

Transfer From:	Unit	Capital/Operations - City Wide	12150
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Construction	56310
	Program	Parent Award	253543
	Grant	Default Value	000000
Transfer to:	Unit	Information & Technology Services	12510
	Fund	Anticipated FY12 Tax Exempt Bonds	483
	Account	Capitalized Equipment	56302
	Program	Child Award	253544
	Grant	Default Value	000000
Amount:		\$13,716,941.00	

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

12-0822-EX2

AMEND BOARD REPORT 09-0527-EX2
AMEND BOARD REPORT 08-1217-EX2
APPROVE THE ESTABLISHMENT OF
SKINNER NORTH CLASSICAL SCHOOL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the establishment of Skinner North Classical School ("Skinner North") at 640 West Scott Street and the Child Parent Center building located at 1443 North Ogden Avenue.

A public hearing was held on December 4, 2008, at Mark T. Skinner Elementary School ("Skinner"), located at 1443 N. Ogden Avenue, to discuss the proposed establishment of a new Classical School at this site.

Parents from Skinner North Classical School were invited to tour 640 West Scott Street on May 16, 2009.

Parents from Skinner North Classical School were also invited to meet with CPS Officials regarding the relocation of Skinner North Classical School to 640 West Scott Street on May 20, 2009.

This amendment is necessary to change the address of Skinner North Classical to 640 West Scott Street.

This August 2012 amendment is necessary to clarify that the facility located at 1443 North Ogden Avenue and the Child Parent Center located at 1409 N. Ogden Avenue, are not part of Skinner North Classical School. A public hearing was held on August 6, 2012, at By the Hand Club for Kids Cabrini located at 1000 N. Sedgwick to discuss this amendment.

DESCRIPTION:

Effective July 1, 2012, Skinner North will open at 640 West Scott Street, and the Child Parent Center building located at 1443 N. Ogden Avenue.

Skinner North will be a replication of the original Skinner school. Skinner North eventually will serve approximately 524 students in grades K-8. For the 2009-2010 school year, the Board authorizes the creation of at least two sections of kindergarten, two sections of first grade and one section each for the 2nd and 3rd grades. The Board further authorizes the Chief Executive Officer or his designee to carefully evaluate student demand for seats in the fourth through eighth grades and to open classrooms for as many of those grades as can be justified by student interest and expense. Skinner North will serve grades K-8 as soon as is practicable thereafter.

ENROLLMENT: Skinner North shall enroll students based on the identification and selection requirements for all Classical Schools, as outlined in the Board's Policy on Magnet Schools and Programs (08-0227-PO2).

For the 2009-2010 school year only, students currently enrolled in Skinner will be given the choice of transferring to the new Skinner or remaining at Skinner. These students would not be required to participate in the application and testing process.

Per Board Report 08-1119-EX3, the Office of Academic Enhancement and the administration of Skinner conducted an informal parent survey of the parents and guardians of students currently enrolled in Skinner to determine the level of interest in attending the new Skinner North and to recommend to the Board a proposed grade structure for the new school.

For students applying for enrollment in the 2009-2010 school year, the Office of Academic Enhancement will amend its Gifted and Enriched Academic Programs (GEAP) application to include Skinner North as a choice. Parents applying for grades K-8 will be sent the amended application, providing them the opportunity to re-rank their order of preference. The amended application will be mailed to all parents who met December 19th deadline for GEAP programs from the Office of Academic Enhancement and have a deadline of February 1st, 2009. The Office of Academic Enhancement is committed to selecting students for Skinner North in accordance with the Board's Policy on Magnet Schools and Programs (08-0227-PO2).

Parents of Skinner and prospective parents of Skinner North who selected Skinner North on the survey form or the amended application were notified of the location change in March, 2009. Parents were allowed the opportunity to change their GEAP program selection choices due to the relocation.

All selections for Skinner North will comply with provisions of the Second Amended Consent Decree in United States v. Board of Education.

CURRICULUM: The Classical School curriculum at Skinner will be replicated at Skinner North. A curriculum plan currently used at Skinner will be shared with Skinner North faculty and administration. Skinner North will provide the same acceleration of one year above grade level in reading and math, and a foreign language component of Spanish and Mandarin. The curriculum will be designed to provide a challenging liberal arts course of instruction for students with high academic potential.

The current principal of Skinner, Mrs. Deborah Clark, has committed to participating in the selection process for the new principal of Skinner North, as well as serving as a mentor for the Skinner North principal and providing ongoing oversight and support in the areas of curriculum and instruction, facilities Management and building infrastructure, professional development, staffing, budget, and school/community partnerships.

TRANSPORTATION: School bus transportation will be provided to students who live more than 1.5 miles from the school and who reside within the transportation range established for Skinner North Classical School by the Bureau of Students Transportation. Transportation options are subject to change as a result of amendment of the Board's Policy on Magnet Schools and Programs (08-0227-PO2).

LOCAL SCHOOL COUNCIL: A Local School Council will be established in a timely matter.

PERSONNEL IMPLICATIONS: Skinner North will employ CPS teachers and staff and is subjected to the collective bargaining agreements between CPS and the Chicago Teachers Union and other labor organizations, including the wavier provisions of those agreements.

FINANCIAL: The financial implications will be addressed during the development of the 2009-2010 fiscal year budget.

12-0822-EX3

**AMEND BOARD REPORT 12-0328-EX8
AMEND BOARD REPORT 11-1214-EX5
AMEND BOARD REPORT 11-0323-EX9**

**APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH
LAWDALE EDUCATIONAL AND REGIONAL NETWORK (L.E.A.R.N.) CHARTER SCHOOL, INC.**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with Lawndale Educational and Regional Network (L.E.A.R.N.) Charter School, Inc. for an additional five-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.

This December 2011 amendment is necessary to authorize the L.E.A.R.N. Charter School to (a) establish a new elementary school campus in the fall of 2012 at a location to be determined, (b) increase the overall at capacity enrollment of the charter school by 625 to 3542 students in the fall of 2012, (c) establish two new elementary school campuses to open in the fall of 2013 at locations to be determined, and (d) increase the overall at capacity enrollment of the charter school by 1250 to 4792 students in the fall of 2013. Establishment of the additional campuses and the corresponding changes to enrollment are contingent upon any required public hearings, evidence of community support and Board approval of the locations of the campuses. The authority granted herein shall automatically rescind in the event written amendments to the Charter School Agreement are not executed by the Board and the charter school's governing board within the timeframe specified in the amended Board Reports identifying and approving the sites of the proposed campuses. The amended agreements authorized herein will only take effect upon certification by the Illinois State Board of Education.

This March 2012 amendment is necessary to (a) change the name of the L.E.A.R.N. Charter School – 5th campus to the L.E.A.R.N. Charter School - Hunter Perkins Campus, (b) identify the independent facility at 3021 West Carroll as the location for the L.E.A.R.N. Charter School – 6th Campus, (c) change the name of the L.E.A.R.N. Charter School - 6th Campus to the L.E.A.R.N. Charter School - East Garfield Park Campus, (d) change the name of the L.E.A.R.N. Charter School – 3rd Campus to the L.E.A.R.N. Charter School - Charles and Dorothy Campbell Campus, and (e) identify the independent facility at 3021 West Carroll as the new location for the L.E.A.R.N. Charter School - Excel Campus beginning in the 2013-2014 school year. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This August 2012 amendment is necessary to authorize L.E.A.R.N. Charter School to change the start date of the L.E.A.R.N. Charter School – East Garfield Park Campus from the fall of 2012 to the fall of 2013. No amendment to the Charter School Agreement is required for this change.

CHARTER SCHOOL: Lawndale Educational and Regional Network (L.E.A.R.N.) Charter School
212 S. Francisco Avenue
Chicago, IL 60612
Phone: (773) 826-0370
Contact Person: Greg White

OVERSIGHT: Portfolio Office
125 S. Clark, 10th Floor
Chicago, IL 60603
(773) 553-1530
Contact Person: Carly Bolger, Executive
Director, Office of New Schools and Programs

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 01-0627-EX7) was for a term commencing July 15, 2001 and ending July 15, 2006. The agreement authorized the operation of a single facility charter school with enrollment not to exceed 400 students in grades Kindergarten through 8. The charter and Charter School Agreement were subsequently renewed for a term commencing July 16, 2006 and ending July 15, 2011 (authorized by Board Report 06-0222-EX14). The agreement authorized the operation of a single facility charter school serving no more than 450 students in grades Kindergarten through 8. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 06-1220-EX3: Approved the correction of the date of the renewal term for the Charter School Agreement.
- Board Report 07-1024-EX3: Approved the establishment of two new campuses, one to open in the fall of 2008 (Excel Campus) and one to open in the fall of 2009 (2009 Campus). Each campus would serve an at capacity enrollment of 600 students in grades Kindergarten through 8.

- Board Report 08-0423-EX8: Approved the location of the 2008 Campus (Excel Campus) at 2745 W. Roosevelt Road.
- Board Report 08-0723-EX12: Approved the change in location of the 2008 Campus (Excel Campus) to 2401 W. Congress Parkway and the name of the 2008 Campus to the L.E.A.R.N. Charter School – Excel Campus.
- Board Report 08-1217-EX3: Approved the change in name of the L.E.A.R.N. Charter School located at 1132 S. Homan Avenue to the L.E.A.R.N. Charter School – Romano Butler Campus.
- Board Report 09-0527-EX5: Approved the facility located at 212 S. Francisco as the location for the L.E.A.R.N. Charter School – 2009 Campus.
- Board Report 09-0923-EX3: Approved the change in at capacity enrollment of the Romano Butler Campus from 450 to 525 and for the entire charter from 1650 to 1725 students.
- Board Report 09-0923-EX3: Approved the establishment of two new campuses, one to open in the fall of 2010 (the South Chicago Campus) at 8914 S. Buffalo Avenue and the second to open in the fall of 2011 at 7110 S. Coles Avenue (2011 Campus). Each campus would serve an at capacity enrollment of 596 students in grades Kindergarten through 8. The at capacity enrollment for the entire charter school would be 2321 in the fall of 2010 and 2917 in the fall of 2011.
- Board Report 10-0623-EX10: Approved the modifications of at capacity enrollment of the Excel Campus from 600 to 525 and the Romano Butler Campus from 525 to 600 students.

CHARTER RENEWAL PROPOSAL: L.E.A.R.N. Charter School, Inc. submitted a renewal proposal on September 1, 2010, to continue the operation of the L.E.A.R.N. Charter School under a unified mission. The Charter School shall serve grades Kindergarten through 8 with a maximum student enrollment of 2917 students.

L.E.A.R.N. 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 L.E.A.R.N. 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.

In March 2011, L.E.A.R.N. Charter School also submitted a material modification to identify the facility located at 1700 W. 83rd Street as the location for the 2011 Campus.

In August 2011, L.E.A.R.N. Charter School submitted a proposal to do the following: (a) establish a new elementary school campus to open in the fall of 2012 at a location to be determined, (b) increase the overall at capacity enrollment of the charter school by 625 to 3542 students in the fall of 2012, (c) establish two new elementary school campuses to open in the fall of 2013 at locations to be determined, and (d) increase the overall at capacity enrollment of the charter school by 1250 to 4792 students in the fall of 2013. The elementary school campus opening in the fall of 2012 (6th Campus) shall begin serving 260 students in grades K-3. In successive years, this campus will grow one grade at a time, until reaching a capacity of 625 students in grades K-8. The elementary school campuses opening in the fall of 2013 (7th Campus and 8th Campus) shall each begin serving 260 students in grades K-3. In successive years, each campus will grow one grade at a time, until reaching a capacity of 625 students in grades K-8.

A public hearing on these proposed changes was held on Tuesday, November 22, 2011. The hearing was recorded and a summary report of the hearing is available for review.

In November 2011, L.E.A.R.N. Charter School submitted a material modification to change the name of the L.E.A.R.N. Charter School - 5th Campus to the L.E.A.R.N. Charter School - Hunter Perkins Campus. A public hearing on the proposed change was held on Thursday, March 15, 2012. The hearing was recorded and a summary report is available for review.

In February 2012, L.E.A.R.N. Charter School submitted a material modification to (a) identify the independent facility at 3021 West Carroll as the location for the L.E.A.R.N. Charter School – 6th Campus which is to open in the 2012-2013 school year and (b) change the name of that campus to L.E.A.R.N. Charter School - East Garfield Park Campus. A public hearing on these proposed changes was held on Thursday, March 15, 2012. The hearing was recorded and a summary report is available for review.

In February 2012, L.E.A.R.N. Charter School submitted a material modification to (a) change the name of the L.E.A.R.N. Charter School - 3rd Campus to the L.E.A.R.N. Charter School - Charles and Dorothy Campbell Campus and (b) identify the independent facility at 3021 West Carroll as the new location for the L.E.A.R.N. Charter School - Excel Campus in the 2013-2014 school year. A public hearing on these proposed changes was held on Thursday, March 15, 2012. The hearing was recorded and a summary report is available for review.

In July 2012, L.E.A.R.N. Charter School requested that the start date of the L.E.A.R.N. Charter School – East Garfield Park Campus be changed from the fall of 2012 to the fall of 2013.

Campus Name	Year Opened	Address	At Capacity Grades	2010 - 2011 Enrollment	At Capacity Enrollment
Romano Butler Campus	2001	1132 S. Homan	K-8	583	600
Excel Campus	2008	2401 W. Congress Parkway (2012) 3021 W. Carroll (2013)	K-8	339	525
Charles and Dorothy Campbell Campus	2009	212 S. Francisco	K-8	326	600
South Chicago Campus	2010	8914 S. Buffalo	K-8	216	596
Hunter Perkins Campus	2011	1700 W. 83 rd Street	K-8	236 (in the fall of 2011)	596
East Garfield Park Campus	2012 2013	3021 W. Carroll	K-8	260 (in the fall of 2012 2013)	625
7 th Campus	2013	TBD	K-8	260 (in the fall of 2013)	625
8 th Campus	2013	TBD	K-8	260 (in the fall of 2013)	625

CONTINGENT APPROVAL: Approval to open one new elementary school campus in the fall of 2012 and two new elementary school campuses in the fall of 2013 and the execution of the amendments to the Charter School Agreement are contingent upon a final review and approval of the new elementary school proposals, an assessment of the District's need for these charter school campuses based upon demographics and student demands, evidence of community support, any required subsequent public hearings, and Board approval of the proposed school sites. Approval of the 2012 and 2013 campuses is also contingent upon the school operator meeting benchmarks established by the Portfolio Office. These benchmarks will be communicated to the school operator in a formal Letter of Conditions with all deadlines to be met by March 15, 2012 for the 2012 campus, and March 15, 2013 for 2013 campuses. The Portfolio Office will oversee the enforcement of these deadlines; failure to meet these deadlines may, at the option of the Board, result in the rescission of the authority granted herein and the denial of the approval to open these new campuses. A final review of these new campus proposals will be conducted by the Chief Executive Officer on or before April 15, 2012 for the 2012 campus, and April 15, 2013 for 2013 campuses to determine final approval or denial of the new campus proposals. The CEO's recommendation to approve the new elementary school campuses will be subject to Board approval as indicated by subsequent amendments to this Board Report.

All sites for the 2012 and 2013 campuses must be located in high need or overcrowded communities.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of L.E.A.R.N. Charter School's 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 Thursday, March 10, 2011 to receive public comment on the application to renew the Charter School Agreement with L.E.A.R.N. 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, L.E.A.R.N. Charter School received 16 out of 24 high ratings and 6 out of 24 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, (L.E.A.R.N.) Charter School's student attendance averaged 95.8%. In 2010, the percentage of students meeting/exceeding state standards on the ISAT Composite was 83.1%, an increase of 14.6 percentage points from 2006-2007. The committee recommends that, based on the school's performance on these and other accountability criteria, L.E.A.R.N. Charter School be authorized to continue operating as a charter school.

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

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the

governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the Charter School Agreement and amendment. Authorize the Executive Director of the Office of New Schools and Programs 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 2012-2013 and 2013-2014 fiscal year budgets. 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 May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

12-0822-EX4

AMEND BOARD REPORT 12-0425-EX7

APPROVE THE ESTABLISHMENT OF CHICAGO EXCEL ACADEMY AND ENTERING INTO A SCHOOL MANAGEMENT AND PERFORMANCE AGREEMENT WITH CAMELOT SCHOOLS

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the establishment of Chicago Excel Academy at a location to be determined, and approve entering into a School Management and Performance Agreement with Camelot Schools, for the operation of Chicago Excel Academy. A written School Management and Performance Agreement will be negotiated. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within the time specified in an amended Board Report approving the site of the proposed school. Information pertinent to this matter is stated below.

This August 2012 amendment is necessary to identify the independent facility at 1259 West 111th Street as the location for Chicago Excel Academy. The authority granted herein shall automatically rescind in the event a written School Management and Performance Agreement is not executed by the Board and the school operator within 120 days of the date of this amended Board Report.

SCHOOL OPERATOR: Camelot Schools
201 Lindenwood, Suite 211
Malvern, PA 19355
Phone: (215) 416-6739
Contact Person: Joseph Carter

CONTRACT SCHOOL: Chicago Excel Academy
~~Location to be determined~~ 1259 West 111th Street
Chicago, IL 60643
Phone: (215) 416-6739
Contact Person: Joseph Carter

OVERSIGHT: Portfolio Office
125 S. Clark, 10th Floor
Chicago, IL 60603
773-553-1530
Contact Person: Carly Bolger, Executive Director, Office of New Schools and
-Programs

DESCRIPTION:

School Designation: Pursuant to 105 ILCS 5/34-1.1, 105 ILCS 5/34-18(30) the Board's Renaissance Schools Policy, 07-0627-PO4, as amended ("Renaissance Policy"), and contingent upon subsequent Board approval as detailed below, Chicago Excel Academy will open at 1259 West 111th Street in the fall of 2012 as a Contract School as described in the Renaissance Policy. The Board hereby designates the Chicago Excel Academy as a Contract School pursuant to 105 ILCS 5/34-2.4b.

Public Hearing: A public hearing on the opening of Chicago Excel Academy as a Contract School was held on Monday, April 16, 2012 in the Board Chambers in accordance with the Renaissance Policy. The hearing was recorded and a summary report of the hearing is available for review. A public hearing on the proposed site was held on August 9, 2012 in the Board Chambers. The hearing was recorded and a summary report is available for review.

Request for Proposals: In June 2011, the Office of New Schools and Programs issued a Request for Proposals to solicit responses from parties interested in operating schools to serve re-enrolled high school dropouts and students at risk of dropping out. Proposals to operate either a contract school or charter school were submitted by interested parties to the Board on August 22, 2011. Proposals were evaluated pursuant to the standards set forth in the Renaissance Policy. Proposals were reviewed by the Office of New Schools and Programs and a Comprehensive Evaluation Team and recommendations were submitted to the Chief Executive Officer based upon those reviews and evaluations.

Enrollment: Chicago Excel Academy will be a citywide school that will enroll students through testing to determine students' entry levels and interviews with Chicago Excel Academy team members, including the principal, to determine students' personal interests and commitment to obtaining a high school diploma. Students will be admitted on an ongoing basis provided that seats are available. If there will be more applicants than seats available, applicants will be placed on a waiting list and a random student admissions lottery will be conducted on a quarterly basis. Chicago Excel Academy will accept for enrollment up to 375 students in grades 9-12 who will be recruited by Chicago Excel Academy for placement with the assent of the Office of New Schools and Programs and/or its designee.

Curriculum: Chicago Excel Academy will provide an alternative education program focused on youth who are at-risk or have dropped out of a traditional school. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path. Chicago Excel Academy will issue diplomas to students who successfully complete the program in accordance with state and CPS requirements.

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

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

CONTINGENT APPROVAL: The granting of an agreement by the Board and the entering into a School Management and Performance Agreement are contingent upon any required subsequent public hearings and the approval of a school site. A final review of the contract school application will be conducted by the Chief Executive Officer on or before May 21, 2012. This final review will be conducted to determine compliance with the terms indicated above. The CEO's recommendation to approve the contract school application will be subject to Board approval as indicated by a subsequent amendment to this Board Report.

The site for the Chicago Excel Academy must be located in a high need community.

TERM: The term of the School Management and Performance Agreement shall commence July 1, 2012 and end June 30, 2017. Camelot Schools and Chicago Excel Academy's designation as a Renaissance Contract School will expire on June 30, 2017 unless renewed or terminated earlier by the Board.

COMPENSATION: Camelot Schools will be paid on a per-pupil basis for the operation of Chicago Excel Academy.

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

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

AFFIRMATIVE ACTION: Not applicable.

FINANCIAL: The financial implications will be addressed during the development of the 2012-2013 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.

PERSONNEL IMPLICATIONS: As a contract school, Camelot Schools will employ its own principal, teachers and staff.

GENERAL CONDITIONS:

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

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

Indebtedness – The Board's Indebtedness Policy adopted June 26, 2006 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

12-0822-EX5

**AMEND BOARD REPORT 12-0725-EX4
AMEND BOARD REPORT 12-0328-EX14
APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH
YOUTH CONNECTION CHARTER SCHOOL**

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

Approve the renewal of the Charter School Agreement with Youth Connection Charter School for an additional 3-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.

This July 2012 amendment is necessary to (a) relocate the Charles Hamilton Houston Alternative High School to 4701 S. King Drive, (b) remove the Rudy Lozano Leadership Academy from the list of YCCS Campuses, (c) relocate the Innovations High School of Arts Integration to 17 N. State Street and (d) correct the at capacity enrollment at each of the YCCS Campuses. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This August 2012 amendment is necessary to authorize the establishment of the YCCS Chatham Academy at 9035 S. Langley Avenue as a YCCS Campus opening in the fall of 2012 with an at capacity enrolment of 141 students. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education

SCHOOL OPERATOR: Youth Connection Charter School (YCCS)
10 W. 35th Street
Chicago, Illinois 60616
(312) 328-0799
Contact Person: Sheila Venson, Executive Director

OVERSIGHT: Portfolio Office
125 S. Clark, 10th Floor
Chicago, IL 60603
(773) 553-1530
Contact Person: Carly Bolger, Executive Director, Office of New Schools

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 97-0723-EX9) was for a term commencing August 1, 1997 and ending June 30, 2002. The agreement authorized YCCS to operate a multiple-campus charter school serving dropouts throughout Chicago. The agreement also limited their enrollment to no more than 1850 students. YCCS is governed by a single board with uniform policies that apply to all campuses regarding admissions, curriculum, school calendar, student assessments, performance goals, student discipline and employment policies. The charter and Charter School Agreement (authorized by Board Report 02-0424-EX02) were subsequently renewed for a term commencing July 1, 2002 and ending June 30, 2007. The agreement authorized YCCS to operate a multiple campus charter school with an enrollment gradually increasing to a maximum enrollment of 3200 students in 2006-07. The charter and Charter School Agreement were further renewed (authorized by Board Report 07-0627-EX7) for a term commencing July 1, 2007 and ending June 30, 2012. The charter and Charter School Agreement were subsequently amended as follows:

- Board Report 08-0602-EX2: Approved the address correction for the Westside Holistic Alternative High School at 4909 W. Division and the removal of Prologue Alternative High School from the list of YCCS Campuses.
- Board Report 08-0827-EX8: Approved the increase of the at capacity enrollment at the Youth Connection Leadership Academy Campus by 300 students to 438 and the increase of the overall at capacity enrollment for the Youth Connection Charter School by 300 students to 3,500.
- Board Report 09-0826-EX7: Approved the name change of the Bronzeville Blue Gargoyle Alternative High School to Innovations High School of Arts Integration, the removal of Winnie Mandela Alternative High School from the list of YCCS Campuses, the addition of the YCCS Virtual High School to the list of YCCS Campuses, the establishment of an enrollment of 300 students at the YCCS Virtual High School, and the decrease of the at capacity enrollment at the Youth Connection Leadership Academy Campus by 300 to 138 students.
- Board Report 10-0728-EX6: Approved the establishment of the Chicago State University Options Laboratory School as a YCCS Campus to open in January 2011, the establishment of a first year enrollment of 150 students and an at capacity enrollment of 250 students at Chicago State University Options Laboratory School, the increase of the overall at capacity enrollment of YCCS by 250 students to 3,750, the relocation of the West Town Academy Alternative High School to 500 N. Sacramento Blvd, and the expansion of the Dr. Pedro Albizu Campos Puerto Rican High School to an annex facility located at 2700 W. Haddon.
- Board Report 10-0922-EX4: Approved the name change of Westside Holistic Alternative High School to Westside Holistic Leadership Academy.
- Board Report 11-0126-EX9: Approved the increase of the overall at capacity enrollment of YCCS by 254 to 4,004 students by increasing the enrollment at the following campuses: Youth Connection Leadership Academy, Jane Addams, Community Youth Development Institute, Truman Middle College High School, Association House – El Cuarto Ano, Innovations High School of Arts Integration and West Town Academy Alternative High School.
- Board Report 11-0525-EX8: Approved the change of the start date of the Chicago State University Options Laboratory School from January 2011 to the fall of 2011, the change in location of the Chicago State University Options Laboratory School from 9501 S. King Drive to 1060 E. 47th Street, and the name change of the Chicago State University Options Laboratory School to the Options Laboratory School.

CHARTER RENEWAL PROPOSAL: Youth Connection Charter School submitted a renewal proposal on September 1, 2011, to continue the operation of a multi-campus charter school serving dropouts throughout the city under a unified mission. The Charter School shall serve grades 9 through 12 with a maximum enrollment of 4,004 students.

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

In May 2012, YCCS submitted a material modification to do the following: (a) relocate the Charles Hamilton Houston Alternative High School to 4701 S. King Drive, (b) remove the Rudy Lozano Leadership Academy from the list of YCCS Campuses, (c) relocate the Innovations High School of Arts Integration to 17 N. State Street and (d) correct the at capacity enrollment at each of the YCCS Campuses. A public hearing on these proposed changes was held on Monday, July 16, 2012. The hearing was recorded and a summary report is available for review.

In July 2012, YCCS submitted a material modification to establish the YCCS Chatham Academy at 9035 S. Langley Avenue for the fall of 2012. The campus will serve 141 students in grades 9-12. However, the overall at capacity enrollment for the charter school shall remain at 4,004 students. A public hearing on these changes was held on Tuesday, August 14, 2012. The hearing was recorded and a summary report is available for review.

Campus Name	Address	Enrollment	Grades
Youth Connection Leadership Academy	3424 S. State St.	250	9 th -12 th
Ada S. McKinley – Lakeside	2920 S. Wabash Ave.	159	9 th -12 th
The Paul Simon Academy (Job Corps)	3348 S. Kedzie Ave.	40	12 th
Sullivan House Alternative High School	8164 S. South Chicago Ave.	250	9 th -12 th
Howard Area Alternative High School	7647 N. Paulina Ave	104	10 th -12 th
Latino Youth Alternative High School	2001 S. California Ave	193	9 th -12 th
Jane Addams	1814 S. Union St	200	9 th -12 th
Community Youth Development Institute	7836 S. Union St	250	10 th -12 th

Olive Harvey Middle College High School	10001 S. Woodlawn Ave	184	9 th -12 th
Truman Middle College High School	1145 W. Wilson Ave	200	9 th -12 th
Association House – El Cuarto Año	1116 N. Kedzie Ave, 4 th Floor	135	9 th -12 th
Community Services West – Community Christian Academy	1231 S. Pulaski Ave.	172	9 th -12 th
Community Services West – Academy of Scholastic Achievement	4651 W. Madison St	181	9 th -12 th
Dr. Pedro Albizu Campos Puerto Rican High School	2739 W. Division St. & 2700 W. Haddon Ave.	165	9 th -12 th
Innovations High School of Arts Integration	17 N. State Street	250	9 th -12 th
West Town Academy Alternative High School	500 N. Sacramento Blvd.	140	9 th -12 th
Austin Career Education Center	5352 W. Chicago Ave.	180	11 th -12 th
Westside Holistic Leadership Academy	4909 W. Division Street	185	9 th -12 th
Charles Hamilton Houston Alternative High School	4701 S. King Drive	141	9 th -12 th
ASPIRA - Antonia Pantoja	3121 N. Pulaski Ave.	145	9 th -12 th
YCCS Virtual High School	1900 W. Van Buren	164	9 th -12 th
Options Laboratory School	1060 E. 47 th Street	175	9 th -12 th
YCCS Chatham Academy	9035 S. Langley Avenue	141	9 th -12 th

CHARTER EVALUATION: After receiving the charter renewal proposal, the Portfolio Office conducted a comprehensive evaluation of Youth Connection Charter School's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visits of the Westside Holistic Leadership Academy, Innovations High School of Arts Integration, Association House-El Cuarto Año, ASPIRA-Antonia Pantoja, Latino Youth Alternative High School, YCCS Virtual High School, Community Services West-Community Christian Academy, Sullivan House Alternative High School, Jane Addams, Dr. Pedro Albizu Campos Puerto Rican High School, and the Paul Simon Academy-Job Corps campuses in which teaching and learning, leadership and governance, and learning communities were assessed. A public hearing was conducted on Tuesday, March 20, 2012 to receive public comments on the application to renew the Charter School Agreement with Youth Connection Charter School for an additional three years. In addition, the Portfolio Office evaluated the school's student performance. From 2007-2008 to 2010-2011, Youth Connection Charter School received 10 out of 43 high ratings and 19 out of 43 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing alternative school charter school pupil performance. From 2007-2008 to 2010-2011, Youth Connection Charter School's attendance averaged approximately 77%. The committee recommends that, based on the school's performance on these and other accountability criteria, Youth Connection Charter School be authorized to continue operating as a charter school.

RENEWAL TERM: The term of Youth Connection Charter School's charter and agreement is being extended for a three (3) year term commencing July 1, 2012 and ending June 30, 2015.

ADDITIONAL TERMS AND CONDITIONS: Additional terms and conditions will be communicated to the charter school and included as an attachment to the Charter School Agreement with Youth Connection Charter School.

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 Executive Director of the Office of New Schools and Programs 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 2012-2013 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 May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

12-0822-EX6

APPROVE PAYMENT TO ALAIN LOCKE CHARTER SCHOOL FOR HIGH QUALITY EARLY CHILDHOOD SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to Alain Locke Charter School, who provided high quality early childhood services to 25 students, from September 2009 to June 2010 in the amount of \$160,000.00. These services were rendered without prior Board approval and all services have been completed.

CONSULTANT:

1. Vendor #04730
Alain Locke Charter School
3141 W Jackson Blvd.
Chicago, IL 60612

USER INFORMATION:

13610 Portfolio Office
125 South Clark Street, 10th Floor
Chicago, Illinois 60603
Oliver Sicat, Portfolio Office
773-553-1530

SCOPE OF SERVICES: Alain Locke was operating early childhood center based educational services in a full day setting for preschool children with 25 students per classroom for some time and was allowed to do so by Early Childhood Office (ECO) even though the class size did not conform to state rule of 20 Pre-K students per class. Alain Locke performed the pre-k services and is owed funding for pre-k students for the 2009-2010 school year when ECO withheld 3rd and 4th quarter pre-k payments. Alain Locke came into compliance with the state Pre-K class size rules for the 2010-2011 school year and is fully in compliance.

DELIVERABLES: Alain Locke delivered appropriate educationally sound and research based preschool to eligible children enrolled at Alain Locke.

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

COMPENSATION: Alain Locke shall be paid the sum of \$160,000.00.

AFFIRMATIVE ACTION: Not applicable.

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

FINANCIAL: Charge to Portfolio Office: \$ 160,000.00 Fiscal Year: 2013
Budget Classification 13610-115-54125-23117-000000-2013

Dr. Bienen abstained on Board Report 12-0822-EX6.

President Vitale indicated that if there were no objections, Board Reports 12-0822-EX1 through 12-0822-EX6, with the noted abstention, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0822-EX1 through 12-0822-EX6 adopted.

12-0822-ED1

AUTHORIZE ADDITIONAL EXPENDITURE OF FUNDS FOR THE COURT APPOINTED MONITOR IN THE MATTER OF COREY H. v. BOARD OF EDUCATION OF THE CITY OF CHICAGO, et al., CASE NO. 92 C 3409

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize funds to pay for the court appointed monitor, Kathleen Yannias, her consultants Bonita Chapman and Jan Hicks in the matter of Corey H. v. Board of Education of the City of Chicago, et al., Case No. 92 C 3409 in the amount of \$242,525.00 for fiscal year 2013.

DESCRIPTION: Pursuant to Board Report 97-0924-AR3, the Board agreed to enter into a settlement agreement to resolve this matter. Pursuant to the Court order dated January 16, 1998, the Honorable Joseph Schneider was appointed Court Monitor to oversee compliance by the Board during the pendency of the Settlement Agreement. Judge Schneider retired and Kathleen Yannias was also appointed as the Court Monitor effective January 1, 2004. Pursuant to the Settlement Agreement, the Chicago Board of Education's original portion of the budget for the monitor was \$170,000 annually. By Court order, the Chicago Board's portion of the Monitor's expenses has been increased to \$242,525.00 annually.

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

AFFIRMATIVE ACTION: MBE/WBE provisions are not applicable to this agreement.

FINANCIAL: Charge to the Office of Special Education and Supports: \$242,525.00 Fiscal Year: 2013

Budget Classification: 11670-220-54125-221010-462043*

Source of Funds: IDEA Part B Flowthru

* Grant number subject to change in subsequent fiscal years.

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).

12-0822-ED2

APPROVE ENTERING INTO AGREEMENTS WITH ISBE-APPROVED SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDERS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various educational and instructional providers to provide Supplemental Educational Services (SES) to students attending NCLB-eligible schools at an aggregate cost not to exceed \$65,000,000. Providers were identified on the Approved List of Supplemental Educational Service Providers for the 2012-2013 School Year issued by the Illinois State Board of Education as required under the No Child Left Behind Act. Written master agreements for each Provider's services are currently being negotiated. No services shall be rendered by any Provider and no payment shall be made to any Provider prior to the execution of such Provider's written master agreement. Information pertinent to these agreements is stated below.

Note: Providers Midwest Educational Resources, LLC (#25) and Chicago Educational Resources, LLC (#26) are franchisees of Huntington Learning Centers, Inc. (#24). The agreement with Huntington Learning Centers, Inc. will cover services provided by these franchisees. Separate contracts will not be required with these franchisees; however, payments may be made directly to the franchisees.

USER: Office of Pathways to College and Career
125 S. Clark, 12th Floor
Akeshia Craven, Officer
(773) 553-4810

PROVIDERS: See attached list in Exhibit A.

TERM: The term of each agreement shall commence on the date that the agreement is signed and shall end June 30, 2013.

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

SCOPE OF SERVICES: Supplemental Educational Services (SES) are a component of Title I of the Elementary and Secondary Education Act (ESEA) as reauthorized by the No Child Left Behind Act (NCLB) that provides additional academic instruction outside of the regular school-day to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions. SES must be consistent with the content and instruction of Chicago Public Schools and aligned with the Illinois State Board of Education's academic content standards. Providers will furnish SES in mathematics, reading and science, based on the scope of services developed and approved by the Illinois State Board of Education. Providers will provide tutoring and other high-quality academic enrichment services during non-school hours.

DELIVERABLES: Deliverables will vary for each Provider. Department of Learning Supports will monitor receipt of the deliverables.

Deliverables that are common to all of the Providers are:

- 1) A supplemental support program in reading, mathematics and/or science selected by parents.
- 2) Individualized or small group instruction through tutoring and other high quality academic enrichment services and instruction materials.
- 3) Assessment and feedback to schools and parents regarding progress of their children.

Parents of students who are eligible under the No Child Left Behind Act shall have the right to select any one of the Providers or the Chicago Public Schools to provide supplemental services to their child and notify the Department of Learning Supports of such selection. In the event parental requests for services exceed available resources, selections to receive services will be prioritized in accordance with district guidelines. Students to be served shall include students in the general population, students currently receiving specialized services, and English language learners who need additional support in order to be successful. All services will be rendered in accordance with the guidelines that the United States Department of Education and the Illinois State Board Education have established.

OUTCOMES: Providers' services will result in improved overall academic performance and increased achievement on standardized tests, improved student confidence and positive attitude through self-paced progress and achievement.

COMPENSATION: Providers will be compensated on a cost per hour per student basis as identified in their respective agreements and based on invoices with supporting documentation validated at the school level. The total compensation payable to all Providers shall not exceed the aggregate amount of \$65,000,000.

REIMBURSABLE EXPENSES: None.

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

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 (M/WBE Plan), tuition-based programs and 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 Pathways to College and Career
Source of Funds: No Child Left Behind (NCLB)

11390-332-54125-290020-430138-2013 \$65,000,000

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

EXHIBIT A:
SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDERS

SES 2012-2013 Contact Information										
#	Provider	Contact	Address	City	State	Zip	Phone	Vendor Number		
1	24/7 Online Education	Pritika Janweja	20234 Cantara Street Unit 245	Winnetka	CA	91306	(888) 503-5339	64925		
2	A Better Grade Inc(formerly Learning for Tomorrow)	Alan D. Habermeyer	13665 Keefe Ave 7650 Currell Blvd. Suite 250	Brookfield	WI	53005	(262) 719-0564	49904		
3	A+ Tutoring Service	Frank E. Aspen		Woodbury	MN	55125	(800) 890-4196	12863		
4	Ace It! /Sylvan	Brian Jones	453 North Lindbergh Blvd 4375 River Green Parkway, Suite 200	Creve Coeur	MO	63141	(618) 628-0018	69743		
5	Achieve HighPoints	Devina Singh		Duluth	GA	30096	(770) 623-6969	49909		
6	ATS Project Success	Renee Weaver Wright	20674 Hall Road	Clinton Township	MI	48038-9901	(800) 297-2119	91718		
7	Babbage	Kabir Kassam	5940 W. Touhy	Niles	IL	60714	(847) 559-7464	12497		
8	Brilliance Academy	Kabir Kassam	5940 W. Touhy Ave. Suite 200	Niles	IL	60714	(847) 559-7464	42462		
9	Brain Hurricane	Paige Woolery	1 East Erie Suite 480	Chicago	IL	60611	(312) 577-0066	66021		
10	Cambridge Educational Services	John Kim	2860 South River Road 24123 Greenfield Rd., Ste. 307	Des Plaines	IL	60018	(847) 299-2930	23525		
11	Carter, Reddy & Associates, Inc.	Raahul Reddy		Southfield	MI	48075	(866) 903-7323	96618		
12	Chess Academy LLC (Ho Math and Chess of Illinois)	John P. Buky	5825 W. Patterson Ave. PO BOX 535	Chicago	IL	60634	(773) 414-2967	91303		
13	Chi Tutorsz	Tandy Green		Flossmoor	IL	60422	(708) 967-6412	36703		
14	Citizen Schools	Erin Driesbach	308 Congress Street, 5th Floor	Boston	MA	2210	(617) 922-0761	97415		
15	CKL Cool Kids Learn	Clifford Brazier	8100 Oak Lane, Suite 404	Miami Lakes	FL	33016	(800) 959-0255	69748		
16	Club Z! Inc.	Todd A. Walden	15310 Amberly Drive, Suite 185	Tampa	FL	33647	(800) 434-2582	42465		
17	Comp Ed II, Inc.	Byung-In Seo	1226 S. Blue Island Ave. #202	Chicago	IL	60608	(773) 972-3052	81399		
18	D.K.Y. Developers, RLLP	Dorothy M. Appiah, Ed.D.	19912 Everett Lane	Mokena	IL	60448	(708) 479-3701	37013		
19	Education Masters	Miriam Standish	500 Lake Cook Road Suite 350	Deerfield	IL	60015	(877) 505-3636	69723		
20	Empowerment Learning	Sue Goodman	5105 E. Sahara Ave. Ste #144	Las Vegas	NV	89142	(702) 388-4357	63123		

EXHIBIT A:
SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDERS

21	GradeCracker LLC	Thanjavur Manavalan	2885 Sanford Ave SW #20508	Grandville	MI	49418	(800) 803-1548	49927
22	Growing Scholars Educational Center, LLC	Anetrise Jones	6322 Old Collinsville Road	Fairview Heights	IL	62208	(618) 628-4769	69791
23	Holy Family Ministries	Susan Work	3415 W. Arthington Street	Chicago	IL	60624	(773) 273-6013	89692
24	Huntington Learning Centers, Inc.	Ariana Nieves	496 Kinderkamack Road	Oradell	NJ	7649	(800) 692-8400	25233
25	Midwest Educational Resources, LLC	Carter Risdon	3735 Parador Drive	Naperville	IL	60564	773-425-8102	69746
26	Chicago Educational Resources, LLC	Beth Brodecki	12531 Lucille Lane	Palos Park	Illinois	60464	708-870-5600	49902
27	Imagine Learning Academy	Ana Gomez	191 River Park Drive	Provo	UT	84604	(801) 377-5071	97955
28	Innovadia	Amit Agarwal	8721 Santa Monica Blvd #1445	Los Angeles	CA	90069	(800) 634-3803	69790
29	Jeremi Learning Illinois Inc.	Sandra Dafiaghoh	5625 Hohman Avenue	Hammond	IN	46320	(219) 852-6224	49908
30	L.E.A.P.S. Learning Services	Eric Howard	1482 Florence Court	Upland	CA	91786	(909) 931-1600	54005
31	Laureate Learning Center	Carla B Jones	1572 Hwy 85 N., Suite 303	Fayetteville	Ga	30214	(678) 519-3659	70187
32	Learn It Systems	Raquel Whiting	3600 Clipper Mill Road, Suite 330	Baltimore	MD	21211	(410) 369-0000	69744
33	Literacy For All, Inc	Dennis J. Gallo	22223 White Pine Rd.	Kildeer	IL	60047	(847) 438-0395	97937
34	Mainstream	Tracey Carey	6924 N. Port Washington Road Suite 201	Glendale	WI	53217	(414) 371-9724	85052
35	Newton Learning, an Edison Learning program	Traci Lynn Koon	8 South Michigan Avenue, Suite 1210	Chicago	IL	60603	(773) 531-3792	68924
36	Orion's Mind	Emily Paris	1452 W. Willow	Chicago	IL	60642	(773) 969-4600	91415
37	Progressive Learning	Ralph Fagen	2525 Michigan Ave., Suite G8	Santa Monica	CA	90404	(310) 315-1444	20824
38	Rocket Learning	Matthew Mugo Fields	1000 Park Centre Boulevard, Suite 112	Miami	FL	33169	(773) 366-8670	79770
39	SCHOLARS	Yvonne Burks	13553 S. Cicero Avenue, #151	Crestwood	IL	60445	(708) 275-7005	95149
40	School Service Systems	Robert Lee	444 E Roosevelt Rd. Suite 111	Lombard	IL	60148	(773) 301-5768	88850
41	SES of Illinois	Mark Fiebig	760 N. Frontage Rd #102	Willowbrook	IL	60527	(877) 737-4545	96620
42	SILC READING & MATH	Alma Valdes	2923 S. Arch Street	Chicago	IL	60608	(866) 893-5501	76712
43	Smart Kids Digital Tutoring Center	Daniel Gonzales	556 W. 31st Street	Chicago	IL	60616	(312) 225-3828	91707

EXHIBIT A:
SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDERS

44	SPC Educational Solutions	Nely Bergsma	737 N Michigan Avenue/Suite 1925	Chicago	IL	60611	(312) 306-9996	68385
45	Sylvan Learning/KCI	Karen Carroll	8012 Bonhomme, Ste. 100	Clayton	MO	63105	(314) 721-6222	69743
46	Train Up A Child/The Homework Mastery Center	Train Up a Child/The Homework Mastery Center	12508 Payton	Detroit	MI	48224	(866) 908-8867	42485
47	Tutor Owl	Ray Narayan	2300 Valley View Lane, Suite 623	Irving	TX	75062	(972) 812-7809	69789
48	Tutorial Services	Kristie Kelly	166 S. Industrial Dr.	Saline	MI	48176	(734) 470-6387	76707
49	Unparalleled Solutions, Inc.	Venetia Clark	P. O. Box 812	Matteson	IL	60443	(708) 642-1421	36928

Vice President Ruiz abstained on Board Report 12-0822-ED2.

12-0822-AR1

**AUTHORIZE RETENTION OF THE LAW FIRM
HOLLAND & KNIGHT, LLP**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the law firm Holland & Knight, LLP.

DESCRIPTION: The General Counsel would like to retain the law firm Holland & Knight, LLP for representation in employee benefits and compensation plans, technology matters and various other transactional matters. Authorization for the firm's services is requested in the amount of \$100,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$100,000.00 to Law Department- Legal and Supportive Service - Professional Services:
Budget Classification Fiscal Year 2013..... 10455-115-54125-231101-000000

GENERAL CONDITIONS:

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

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

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

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

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

Vice President Ruiz abstained on Board Report 12-0822-AR1.

President Vitale indicated that if there were no objections, Board Reports 12-0822-ED1, 12-0822-ED2, and 12-0822-AR1, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0822-ED1, 12-0822-ED2, and 12-0822-AR1 adopted.

12-0822-PR1

**AMEND BOARD REPORT 12-0425-PR2
AMEND BOARD REPORT 11-0727-PR25**

**APPROVE ENTERING INTO AN AGREEMENT WITH ISBE-APPROVED LEAD PARTNERS FOR
SCHOOLS MANAGEMENT, STAFF AND STUDENT SUPPORT INTERVENTIONS AND SERVICES
FOR OFFICE OF SCHOOL IMPROVEMENT PROBATIONARY HIGH SCHOOLS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with the University of Chicago/ Network for College Success and America's Choice ("Lead Partner(s)"/"Vendor(s)") to manage the implementation of the FY12 ISBE School Improvement Grant awards (FY12-14) at three CPS Probationary High Schools, under the management of the Office of School Improvement, at a cost not to exceed \$5,440,434.00 for FY12-14. Network for College Success was chosen to be Hancock and Wells lead partner for grant implementation; America's Choice was chosen to serve as lead partner for Richards high school. Vendors were 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. Written agreements are currently being negotiated. No products or 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 ninety (90) days of the date of this Board Report. Information pertinent to these agreements is stated below.

This April 2012 amendment is necessary to: 1) increase the funding to America's Choice by \$68,280 to a new total of \$490,780 for additional services including student materials and leadership training for staff, and 2) revise the financial section. A written amendment to the America's Choice Agreement is required. No additional services may be provided by America's Choice prior to execution of the written amendment. The authority granted herein shall automatically rescind in the event the amendment is not executed within ninety (90) days of the date of this amended Board Report.

This August 2012 amendment is necessary to approve the assignment and assumption of the contract from America's Choice to Pearson. America's Choice was bought out by Pearson. A written assignment and assumption agreement is currently being prepared. No payment for the assigned contractual services shall be made to Pearson prior to execution of the assignment and assumption agreement. The authority granted herein shall automatically rescind in the event the assignment and assumption agreement is not executed within ninety (90) days of the date of this amended Board Report.

Contract Administrator : Holloway, Mr. Craig A / 773-553-2280

VENDOR:

- 1) Vendor # 92035
AMERICA'S CHOICE, INC
1919 M STREET, NW, STE 310
WASHINGTON, DC 20036Ann Borthwick
202-763-3666

- 2) Vendor # 33123
UNIVERSITY OF CHICAGO
969 EAST 60TH STREET
CHICAGO, IL 60637
Rito Martinez
773 702-1250

Network For College Success

- 3) Vendor # 34595
NCS PEARSON, INC
3075 W RAY RD.CHANDLER, AZ 85226Ann
Borthwick847 865-1915

USER INFORMATION :

Contact: 13740 - School Improvement Office
125 S Clark Street
Chicago, IL 60603
Dhupelia, Ms. Aarti Virendra
773-553-5449

TERM:

The term of each agreement shall commence on the date executed and end June 30, 2014. The Board shall have the right to renew each agreement for 2 additional periods of one (1) year each.

SCOPE OF SERVICES:

Vendors shall:

- Participate in staff recruitment and make recommendations to the principal regarding selection of staff at Hancock, Wells and Richards
- Manage successful implementation of curriculum development support, student development and operations support
- Provide principals with assistance and support to implement data-informed instruction, utilizing interim assessments, learning first and local assessments, to inform pedagogy and professional development
- Provide principals with assistance and support to implement various extended day activities for students; secure and manage staff to support these activities
- Assist principals in providing parental involvement initiatives; secure and manage staff to support the initiatives
- Provide full time project manager, half-time data coach and half-time data analyst to manage grant implementation plan
- Implement weekly management meetings with the District and schools to monitor progress, manage risks, and resolve issues
- Assist the District (Lead Education Agency), school and Local School Councils to annually develop and implement a School Improvement Plan

DELIVERABLES:

On a quarterly basis, Lead Partners will provide the following reports required by the Board to the Office of School Improvement regarding the implementation of school turnaround measures and school progress. In addition, Lead Partners will provide:

1) Staff Development, Training, and Tools, including:

- Create school-wide systems of preparation, organization, instructional and behavioral techniques and tools that promote consistent expectations and practices throughout the school building.
- Provide leadership training, coaching and change management: instruction, training and/or development programs that equip school leaders to lead a school-wide change initiative; engage staff and enact organizational systems and practices to achieve results
- Provide student social and emotional supports
- Secure software to support data analysis for improved outcomes in teaching/learning and culture/climate
- Secure equipment to support use of needed software

2) Student Supports, including:

- Create systems to monitor student attendance, percent of freshmen on-track to graduate, and graduation rate
- Improve academic rigor and student academic performance
- Implement a virtual curriculum to support student credit recovery and acceleration
- Secure software to support students significantly behind in Reading, English Language Arts and Mathematics
- Secure equipment to support use of needed software

Lead Partners will provide timely electronic records of services performed as directed by the Board. If the Board so requests, each Lead Partner will furnish evidence that the Lead Partner is seeking other funding to continue to provide such services to the Board.

OUTCOMES:

Vendors' services will result in:

- Improved instructional environment
 - o Increased teacher capacity to implement advanced behavior management systems
 - o Increased teacher capacity to implement effective, aligned and relevant curricula; improved instructional practices to ensure quality delivery of services.
- Increased capacity of school's leadership team to implement reform strategies with fidelity and consistency
- Improved efficiency, function and coordination of school operations
- Improved network of social emotional supports for all students, with particular focus on students requiring Tier II and III supports
- Decrease in suspension rates for serious misconducts; decrease in serious misconducts
- Increased social/emotional competencies that relate to academic performance
- Improved PS&E performance as a result of improved student academic development
- Improved student attendance
- Improved graduation rate and on-track status of all students
- Increased student and faculty satisfaction, measured through an annual culture and climate survey

COMPENSATION:

Lead Partners shall be paid upon invoicing as set forth in the agreements. Total compensation to both Lead Partners for the term shall not exceed \$5,440,434.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements, assignment and assumption agreement and amendment. Authorize the President and Secretary to execute the agreements, assignment and assumption agreement and amendment. Authorize the Officer of Office of School Improvement to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

This agreement has been deemed exempt from MBE/WBE review by the Office of Business Diversity; as it is deemed a sole source award being funded through grant dollars which stipulates that this specific vendor be used.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Expenditures required by this report for Fiscal Year 2012.

Charge to school budgets/ Office of School Turnaround: \$1,858,998

Pearson: \$490,780 Richards

Budget Classification: 53051 - 367 - xxxxx - xxxxxx - xxxxxx
53121 - 367 - xxxxx - xxxxxx - xxxxxx
13745 - 367 - xxxxx - xxxxxx - xxxxxx

Network for College Success: \$1,368,218 (Hancock \$740,264/Wells \$627,954)

Budget Classification: 51071 - 367 - xxxxx - xxxxxx - xxxxxx
46021 - 367 - xxxxx - xxxxxx - xxxxxx
13745 - 367 - xxxxx - xxxxxx - xxxxxx

Source of Funds: School Improvement 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 May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

Vice President Ruiz abstained on Board Report 12-0822-PR1.

Board Member Dr. Bienen abstained on Board Report 12-0822-PR1.

Board Member Dr. Hines abstained on Board Report 12-0822-PR1.

12-0822-PR2

**AMEND BOARD REPORT 12-0725-PR4
APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS FOR OUT OF SCHOOL TIME
AND RECESS FACILITATION SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Various Vendors to provide Out-of-School Time (OST) and Recess Facilitation services to the Office of Pathways to College and Career's Department of Academic Learning and Supports, CPS Networks and Schools at a total cost not to exceed ~~\$12,000,000~~ \$24,000,000. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendor's services are being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This August 2012 amendment is to add thirteen (13) Vendors to the Board Report and to increase the not to exceed amount by \$12,000,000 for the additional Vendors; the Vendors were selected on a competitive basis. Written agreements for Vendor's services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this amended Board Report.

Specification Number : 12-250018

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

USER INFORMATION :

Contact: 11375 - Academic Learning and Support
125 S Clark
Chicago, IL 60603
Axelrod, Ms. Jennifer L
773-553-2127

TERM:

The term of each agreement shall commence on the date the agreement is signed and shall end on July 31, 2014. 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.

SCOPE OF SERVICES:

Vendors shall provide to the Board high-quality Out-of-School Time (OST) Program Services and Recess Facilitation Services referred to herein as "Program". OST programming engages diverse students in academic acceleration/intervention; arts and cultural enrichment; and health and wellness programs that extend learning beyond the school day. OST may include time before and after school, weekends, summer and intercession programming and may serve students from grades K-12.

Vendors that are awarded in the Recess Facilitation Category shall provide recess facilitation services that promote students social, emotional, and physical development. According to the Board's "Principal's Guide to Incorporating Recess into the Full School Day", recess is defined as "an activity during the school day that provides students (K-8) the opportunity to take a break from their class work, engage with their peers and participate in unstructured activities". The duration and scheduling of Programs may vary from several weeks to a full school year, depending on the needs of the school.

Vendors will provide OST programming with a multi-faceted approach: students will receive a positive, well managed experience as evidenced by effective classroom management practices; caring, consistent and positive relationships with adults; intentional focus on youth voice and choice; dedicated organizational focus on high-quality program implementation; and the creation of instructional environments and activities that build students' skills across academic, enrichment, and life skill domains. All Programs shall develop and reinforce social-emotional, academic, and employability skills across academic/enrichment domains for students in grades K-12.

Vendors will provide the services in the categories awarded; the category awarded to each vendor is indicated below.

Category 1 - Academic Acceleration and Intervention: Refers to programming/curriculum that provides opportunities for students to engage deeply in academic content in non-traditional learning environments (e.g., project-based learning; service learning clubs; Science, Technology, Engineering and Mathematics (STEM) clubs). Additional types of services provided under the umbrella of academic acceleration include, but are not limited to, environmental clubs, chess, civic engagement activities, Jr. Honor Society, college and career preparation, newspaper/writing clubs, etc. Programming must address the needs of diverse learners at varying levels of academic achievement and be aligned with common core standards or other related state standards. Note: This category excludes homework clubs, individual tutoring, and other unstructured academic supports (e.g., study hall).

Category 2 - Arts and Cultural Enrichment: Refers to direct instruction and supports to students across a broad range of subjects, (e.g. fine and performing arts, language instruction). Direct instruction of students includes a broad array of experiences (e.g., communications and technology, dance, digital photography, spoken word clubs, regional/traditional art forms, theater performance, visual arts, and world language book clubs). These experiences should be of long enough duration for students to develop knowledge, understanding and skills related to the topic of focus.

Category 3 - OST Health and Wellness: Refers to direct instruction and supports to students in the domains for health and wellness (e.g., physical fitness classes, structured physical activities, club sports, health and nutrition classes and culinary skills). Nutrition programming must include research-based materials that, at a minimum, meet or exceed USDA dietary guidelines and, if raw or cooked foods are served to students, Services shall be delivered by individuals with a certified Chicago or Illinois State Food Handling Permit. All programming should align with CPS district policies including Food Allergy, Family Life and Comprehensive Sexual Health Education and School Wellness Policies. Providers of physical activities must be CPR/AED certified and programming should align with National Association of Sport and Physical Education (NASPE) standards to the greatest extent possible.

Category 4 - Recess Facilitation: Refers to the facilitation of structured or unstructured physical activities for students (K-8). Direct service providers shall be CPR/AED certified and programming should align with National Association of Sport and Physical Education (NASPE) standards to the greatest extent possible.

Professional Development: Refers to the provision of professional development to networks and schools to support the implementation of effective OST and/or recess programs that are linked to specific evidence-based curriculum/models.

Vendors shall work closely with each of the schools where Services are being provided. Specifically, Vendors shall:

- i. Develop individualized implementation plans with schools, including, but not limited to developing mutually agreed upon activity schedules, student recruitment strategies and activity outcomes aligned to school goals;
- ii. Ensure compliance with Board policies and practices regarding student discipline and management procedures (Board policies may be found at <http://policy.cps.k12.il.us/>);
- iii. Address any staffing concerns raised by schools within two business days; and
- iv. Work closely with the Board's program liaisons, network designees, and Principals to ensure a safe and healthy environment.

DELIVERABLES:

Vendors will provide the following deliverables for Acceleration and Intervention; Arts and Cultural Enrichment; and Health and Wellness:

Provide direct instruction to students during out-of-school time that provides in-depth exposure to specific content area;
Document all services delivered in the Board's OST data management system and meet all compliance requirements as articulated in the contract;

Integrate a culminating project or event into programming to provide students with the opportunity to demonstrate their learning to school staff, families, and their peers;

Communicate regularly with families to provide feedback on student progress and to engage families in the content being taught through the programming;

Maintain an average attendance rate of 80% in OST programming with a minimum of 10 students

Ensure consistency of staff throughout the duration of the program;

Participate in professional development and training as directed by the Board.

Vendors will provide the following deliverables for Recess Facilitation:

Provide safe and supervised opportunities for K-8 students to engage in structured and unstructured physical activity. Recess must occur during non-instructional time.

Vendors will provide the following deliverables for Professional Development: Provide meaningful learning experience for school staff based on best practices for adult learning to ensure staff have the materials, tools, and knowledge necessary to implement the specific program or strategy.

OUTCOMES:

Vendors' services will result in increased numbers of students participating in meaningful, engaging OST programming that reflects the students' interest and enhances their readiness for college and career.

As a result of participating in OST programming, students will demonstrate:

- 1) Increased attendance in school
- 2) Increased engagement in school
- 3) Increased knowledge and skills in the content areas covered in the OST programming
- 4) Increased readiness for success in high school and college
- 5) Increased awareness of career options in focus content areas

COMPENSATION:

Vendors shall be paid as specified in their respective agreement; total not to exceed the sum of ~~\$42,000,000~~ \$24,000,000 in 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 the Chief of Instruction to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination shall be made as to when transactions should be excluded from the contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes Not-for-Profit organizations.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge ~~\$12,000,000~~ \$24,000,000 to: Various schools, and Networks and Central Office departments

Fiscal Year 2013-2014

Fiscal Year: 2013 \$12,000,000

Fiscal Year: 2014 \$11,000,000

Fiscal Year: 2015 \$1,000,000

Budget Classification: Various

Source of Funds: Various

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK

1) Vendor # 47733
AMERICA SCORES CHICAGO
222 S. MORGAN ST., STE 4C
CHICAGO, IL 60607
Amy Vondra Stark
312 666-0496

Category 1, 2, 3, 4

5) Vendor # 55040
FIT KIDS, INC DBA STRETCH-N-GROW
NORTH, INC
1737 N. PAULINA., STE 112
CHICAGO, IL 60622
Michelle Glick
773 486-3540

Category 4

2) Vendor # 85881
CHICAGO RUN
3611 NORTH KEDZIE
CHICAGO, IL 60618
Alicia Gonzalez
312 451-8621

Category 3, 4

6) Vendor # 24486
LOGAN SQUARE NEIGHBORHOOD ASSN
2840 N. MILWAUKEE AVENUE
CHICAGO, IL 60618
Nancy Aardema
773 384-4370

Category 1, 2, 4

3) Vendor # 97415
CITIZEN SCHOOLS, INC
308 CONGRESS STREET
BOSTON, MA 02210
Bryce Bowman
617 695-2300

Category 1

7) Vendor # 46701
METROPOLITAN FAMILY SERVICES 7
1 NORTH DEARBORN-10TH FLR.
CHICAGO, IL 60602
Colleen M. Jones, LCSW
312 986-4135

Category 1, 3, 4

4) Vendor # 30833
DISCOVER MUSIC-DISCOVER LIFE
1111 N. WELLS, SUITE 502
CHICAGO, IL 60610
Mark A. Ingram
312 573-8930

Category 4

8) Vendor # 98501
PLAYWORKS
205 WEST RANDOLPH, STE 1700
CHICAGO, IL 60606
Evan Lewis
510 768-7366

Category 4

- 9) Vendor # 49935
 RIGHT AT SCHOOL, LLC
 1167 WILMETTE AVE., SUITE 202
 WILMETTE, IL 60091
 Mandee Polonsky
 855 287-5936
 Category 1,4
- 10) Vendor # 50134
 URBAN INITIATIVES, INC.
 650 WEST LAKE, #340
 CHICAGO, IL 60661
 Jim Dower
 312 715-1763
 Category 3, 4
- 11) Vendor # 30499
 YMCA OF METROPOLITAN CHICAGO 3
 801 N. DEARBORN
 CHICAGO, IL 60610
 Julie A. Backe
 312 612-3442
 Category 1, 2, 3, 4
- 12) Vendor # 11060
 YOUTH GUIDANCE
 1 NORTH LASALLE ST., #900
 CHICAGO, IL 60602
 Mauka Graham-Barley
 312 253-4900
 Category 1, 4
- 13) Vendor # 30111
AFTER SCHOOL MATTERS
66 EAST RANDOLPH ST. 4TH FLR.
CHICAGO, IL 60601
Raymond Orozco
312 742-4182
Category 2
- 14) Vendor # 41068
ART RESOURCES IN TEACHING
11 EAST ADAMS ST., STE 1600
CHICAGO, IL 60603-6210
Christopher Hawkins-Long
312 788-3373
Category 2
- 15) Vendor # 98072
BEYOND THE BALL
2657 SOUTH LAWNDAE AVE.
CHICAGO, IL 60623
Robert Castaneda
773 847-6207
Category 3
- 16) Vendor # 36033
BLACK STAR PROJECT, THE
3509 S. KING DRIVE., STE 2B
CHICAGO, IL 60653
Kirsten Rokke
773 285-9600
Category 1
- 17) Vendor # 67054
CHICAGO JAZZ PHILHARMONIC
1111 NORTH WELLS STREET., STE 501
CHICAGO, IL 60610
Birdie Soti
312 573-8932
Category 2
- 18) Vendor # 18448
CLASSROOM, INC
245 FIFTH AVE., 20TH FLR.
NEW YORK, NY 10016
George DeMarco
212 545-8400
Category 1
- 19) Vendor # 27229
JOFFREY BALLET OF CHICAGO, INC
10 EAST RANOLPH STREET.
CHICAGO, IL 60601
Pierre Lockett
312 739-0120
Category 2

- 20) Vendor # 33278
MERIT SCHOOL OF MUSIC M
38 SOUTH PEORIA ST.
CHICAGO, IL 60607
Thomas Bracy
312 786-9428
Category 2

- 21) Vendor # 91255
OMO MOSES DBA THE YOUNG PEOPLE'S
PROJECT
P.O. BOX 390929
CHICAGO, IL 60639
Javier Maisonet
773 793-2208
Category 1

- 22) Vendor # 31652
PROJECT EXPLORATION
950 EAST 61ST STREET
CHICAGO, IL 60637
Paige Ponder
773 834-7614
Category 1

- 23) Vendor # 67930
TRUE STAR FOUNDATION
1130 S WABASH # 302
CHICAGO, IL 60605
JeQuana Na-Tae Thompson
312 588-0100
Category 2

- 24) Vendor # 32189
URBAN GATEWAYS
205 WEST RANDOLPH ST., SUITE 1700
CHICAGO, IL 60606-1814
Eric Delli Bovi
312 445-2742
Category 2

- 25) Vendor # 64911
WORLD SPORT CHICAGO
200 EAST RANDOLPH STREET, 20TH FLR.
CHICAGO, IL 60601
Scott Myers
312 861-4850
Category 3

President Vitale abstained on Board Report 12-0822-PR2.

Vice President Ruiz abstained on Board Report 12-0822-PR2.

Board Member Pritzker abstained on Board Report 12-0822-PR2.

12-0822-PR3

APPROVE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH NOT-FOR-PROFIT ORGANIZATIONS FOR COMMUNITY SCHOOLS INITIATIVE (CSI) SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of and entering into agreements with not-for-profit organizations to implement the community schools strategy to serve students and families in the Chicago Public Schools ("CPS") at a cost not to exceed \$4,000,000.00 in the aggregate and approve entering into a written master agreement with each Partner. There are twelve (12) organizations authorized to implement the community schools initiative under this Board Report in Group B. A prior award for Group A Partners under Specification # 12-250004 was presented under a separate Board Report, 12-0725-PR3. The total not to exceed amount to all participating Group A and Group B Partners awarded under Specification #12-250004 shall not exceed \$4,000,000.00. Partners were selected on a competitive basis pursuant to Board Rule 7-2. A written master agreement for Partners is currently being negotiated. No services shall be provided by and no payment shall be made to any Partner prior to the execution of their written master agreement. The pre-qualification status approved herein for each Partner shall automatically rescind in the event such Partner fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to this master agreement is stated below.

Specification Number : 12-250004

Contract Administrator : Flores, Miss Nanzi / 773-553-2280

USER INFORMATION :

Contact: 11375 - Academic Learning and Support
125 S Clark
Chicago, IL 60603
Ray, Miss Adeline O
773-553-2127

TERM:

The term of this pre-qualification period and each master agreement is 2 years, effective September 1, 2012 and ending June 30, 2014. The Board shall have the right to extend the pre-qualification period and each master agreement for 2 additional 1-year periods.

SCOPE OF SERVICES:

The Lead Not-For-Profit Partner shall work with the Community School(s) to fulfill the goals of the CPS Community Schools Initiative (CSI), including the following: (1) Improve the physical, social and emotional well-being of participating students and (2) Improve student academic development and performance. To accomplish these goals, the CSI school and their Lead Partner Agency shall provide a safe, supervised environment within the school building for out of school time educational, cultural, and recreational activities tailored to meet the needs of high-risk students and their families. Adult family activities and services may take place during the regular school day. Student and family activities and services will be tailored to the needs specific to each site as determined, in part, through the CSI Needs Assessment. All CSI partner schools will provide programs in the following categories: (1) academic programs for students, (2) health services and referrals for students and families, (3) social-emotional learning and supports for students and families (4) enrichment and recreational activities for students, and (5) family programming. The opportunities provided must align to the Illinois Common Core Standards, the School Improvement Plan for Advancing Academic Achievement ("SIPAAA"), and the Illinois Social and Emotional Learning Standards, where relevant. Students and their families shall also be able to choose from a variety of recreational, cultural, and enrichment activities that provide opportunities to explore and develop skills, talents, and hobbies.

COMPENSATION:

The sum of payments to all pre-qualified not-for-profit organizations for the pre-qualification term shall not exceed \$4,000,000.00 in the aggregate. From time to time, the Chief Education Officer may reallocate funds among the Partners and change school assignments. Partners shall be paid as invoices are submitted and verified by the school.

USE OF POOL:

The Community Schools Initiative, in the Office of Pathways to College and Career, is authorized to receive services from the pre-qualified Not-For-Profit Organizations as follows: Statements of Work with requests for price quotes will be prepared for each community school ("Partner School") as required by the Board and will be distributed to organizations pre-qualified for the Services outlined in the Scope of Services. Once selected by a Partner School, the awarded organization shall prepare and submit a service plan with budgets to the Board for approval.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written master agreements. Authorize the President and Secretary to execute the master agreements. Authorize the Chief Education Officer to change Partner School assignments and reallocate funds among the various Partners without additional Board authority provided such reallocation does not cause compensation payable under this Board Report to exceed \$4,000,000 in the aggregate. Authorize the Chief Education Officer to execute all ancillary documents required to administer or effectuate the master agreements.

AFFIRMATIVE ACTION:

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

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge \$4,000,000 to: Various schools
Fiscal Year: 2013-2014
Budget Classification: Various
Source of Funds: Various

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- | | | | |
|----|---|-----|---|
| 1) | Vendor # 42703
BOYS & GIRLS CLUBS OF CHICAGO 1
625 W. JACKSON, SUITE 300
CHICAGO, IL 60607
Heather Kavka
312 627-2700 | 6) | Vendor # 31736
CHICAGO ARTS PARTNERSHIPS IN
EDUCATION
228 S. WABASH AVE., SUITE 500
CHICAGO, IL 60604
Amy Rasmussen
312 870-6140 |
| 2) | Vendor # 39142
BRIGHTON PARK NEIGHBORHOOD
COUNCIL
4477 S. ARCHER AVE.
CHICAGO, IL 60632
Patrick Brosnan
773 523-7110 | 7) | Vendor # 45713
CHICAGO COMMONS ASSOCIATION
744 NORTH MONTICELLO
CHICAGO, IL 60624
Edgar Ramirez
773 826-4285 |
| 3) | Vendor # 14221
BUILD, INC
1223 N. MILWAUKEE AVENUE
CHICAGO, IL 60642
Rosalind Buford
773 227-2880 | 8) | Vendor # 13156
CHICAGO YOUTH CENTERS 1
218 SOUTH WABASH AVE., STE 600
CHICAGO, IL 60604
J. Harry Wells
312 913-1700 |
| 4) | Vendor # 26509
CASA CENTRALSOCIAL SERVICES
CORPORATION
1343 N. CALIFORNIA
CHICAGO, IL 60622
Ellen Chavez
773 645-2300 | 9) | Vendor # 74997
COLUMBIA COLLEGE CHICAGO
600 S MICHIGAN AVE
CHICAGO, IL 60605
David Flatley
312 369-8851 |
| 5) | Vendor # 40249
CATHOLIC CHARITIES ARCH CHGO
721 N LASALLE, 6TH FL.
CHICAGO, IL 60610
Msgr. Michael Boland
312 655-7000 | 10) | Vendor # 64877
COMER SCIENCE AND EDUCATION
FOUNDATION DBA GARY COMER YOUTH
CENTER
7200 SOUTH INGLESIDE AVE.
CHICAGO, IL 60619
Emily Conrath
773 358-4100 |

11) Vendor # 29483
NORTHEASTERN ILLINOIS UNIVERSITY
2
5500 N. ST. LOUIS AVE.
CHICAGO, IL 60625
Richard Rutschman
773 733-7330

12) Vendor # 32189
URBAN GATEWAYS
205 WEST RANDOLPH ST., SUITE 1700
CHICAGO, IL 60606-1814
John Adams
312 445-2742

Vice President Ruiz abstained on Board Report 12-0822-PR3.

12-0822-PR4

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH ACT, INC. FOR THE PURCHASE OF TEST MATERIALS AND RELATED SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with ACT, Inc. for the purchase of test materials and related services for the Department of Student Assessment at a cost for the option period not to exceed \$1,040,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to ACT, Inc. during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

1) Vendor # 46875
ACT, INC.
500 ACT DRIVE, P.O. BOX 168
IOWA CITY, IA 52243-0168
Tami Hrasky
319 337-1000

USER INFORMATION :

Contact: 11210 - Assessment
125 S Clark Street, 11th Floor
Chicago, IL 60603
Deuser, Mr. Michael K.
773-553-2430

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 11-0824-PR22) in the amount of \$1,500,000.00 is for a term commencing September 1, 2011 and ending August 31, 2012, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a non-competitive basis; the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Purchasing Officer on July 19, 2011.

OPTION PERIOD:

The term of this agreement is being renewed for an additional one-year period commencing September 1, 2012 and ending August 31, 2013.

OPTION PERIODS REMAINING:

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

SCOPE OF SERVICES:

Vendor will continue to provide the following; (i) Program Management; (ii) Test Production, Distribution, Retrieval, Scanning and Scoring; (iii) Test Booklet and Pre-ID Student Label Production and Manufacturing; (iv) Pre-Gridding; (v) Professional Development; (vi) Production and Distribution of Manuals; (vii) Custom Reporting Services; (viii) Consulting Services, and (ix) Administrative Activities.

DELIVERABLES:

Vendor will continue to provide; Goods: Educational and Assessment System consisting of Provider's PLAN, EXPLORE and released ACT and license to WorkKeys assessment materials for grades 8, 9, 10, and 11, and released EXPLORE, PLAN and ACT; purchases of additional resources including materials and services to CPS departments and Network offices
Quantity: as indicated in contract
Unit Price: as indicated in contract
Total Cost Not to Exceed; \$1,040,000.00

OUTCOMES:

The educational and assessment system furnished by ACT will continue to provide a longitudinal, systemic approach to educational and career planning, assessment, instructional support, and evaluation. Academic progress will be monitored to ensure that each student is prepared to reach his/her post-high school goals. In addition, the academic monitoring service furnished by ACT during this period will provide teachers and administrators with a comprehensive analysis of their students' academic growth between grade levels, schools to areas and district growth.

COMPENSATION:

Vendor shall be paid during this option period in accordance with the unit prices contained in the renewal agreement; total compensation shall not exceed the sum of \$1,040,000.00.

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 Instructional 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 is a Not-for-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Student Assessment \$1,040,000.00 FY 2013

11210-115-54125-211204-000000-2013 \$1,040,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

12-0822-PR5

APPROVE EXERCISING THE THIRD OPTION TO RENEW THE AGREEMENT WITH ILLINOIS RESTAURANT ASSOCIATION EDUCATION FOUNDATION FOR EDUCATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the third option to renew the agreement with Illinois Restaurant Association Educational Foundation (IRAEF), a not-for-profit foundation, to provide consulting services to the Office of College and Career Preparation at a cost for the option period not to exceed \$76,700. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant

during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 25249
ILLINOIS RESTAURANT ASSOCIATION
EDUCATIONAL FOUNDATION
33 WEST MONROE, STE 250
CHICAGO, IL 60603
Kathy Summers
312 787-4000X147

USER INFORMATION :

Contact: 13725 - Early College and Career

125 S Clark Street

Chicago, IL 60603

Verma, Mrs. Vandna

773-553-3539

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 09-0826-PR20) in the amount of \$168,999 was for a term commencing September 1, 2009 and ending August 31, 2010, with the Board having 3 options to renew for 12 months each. The agreement was renewed (authorized by Board Report 10-0825-PR10) for a term commencing September 1, 2010 and ending August 31, 2011. The agreement was renewed again (authorized by Board Report 11-0824-PR12) for a term commencing September 1, 2011 and ending August 31, 2012. The original agreement was awarded on a non-competitive basis because there are no other national or local organizations that offer this same type of service.

OPTION PERIOD:

The term of this agreement is being renewed for 1 year commencing September 1, 2012 and ending August 31, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

IRAEF will connect CPS Culinary students in 9 high schools with restaurant industry professionals in order to increase the number of students matriculating into college and transitioning into viable careers. IRAEF will provide students with intensive work-based learning opportunities including internships, job shadows, and work-place site visits. IRAEF will also provide students with opportunities to earn the nationally recognized ProStart certification and attend an overnight Culinary Summer Camp. IRAEF will support teachers by providing quarterly and summer professional development experiences and managing logistics for career connecting activities including guest speakers, competitions, showcases and restaurant industry-based events.

DELIVERABLES:

IRAEF will deliver:

- At least 50 internships, job shadows and 14 work-place site visits in a variety of food service establishments with a focus on entry-level management.
- Internship completion certificates.
- A 5-day culinary summer camp to expose 30 rising seniors to additional culinary training during Summer 2012.
- Job readiness and life skills training for students in the 7 ProStart Culinary programs, serving approximately 300 students.
- Hospitality scholarship workshops.
- Logistics management for the mayor's Showcase Dinner, guest speakers, site visits and job shadow days.
- Access to the ProStart Invitational and other restaurant management related competitions and events for three schools.
- Coordination of the national ProStart examination administration to facilitate increased student certification.
- 3 restaurant management professional development for teachers per year.
- Monthly progress reports.

OUTCOMES:

Students enrolled in participating culinary programs will have the opportunity to receive job readiness and soft skills training to prepare them to succeed in whatever post-secondary path they choose. Students will be prepared to enter the workforce by their participation in job shadowing, work-based learning experiences and prearranged interviews at food service establishments offered by the IRAEF. Teachers will receive increased content area knowledge from the professional development opportunities.

COMPENSATION:

Consultant shall be paid during this option period as follows: two payments of \$38,350 each due in December 2012 and June 2013; total not to exceed the sum of \$76,700.

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 Career and Technical Education director 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, M/WBE provisions of the Program do not apply to those vendors who operate as Not-for-Profit organizations. This agreement is exempt from M/WBE review.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the FY13 federal Perkins grant

Unit 13725 and 13727

13727-369-54125-140505-474558-2013 \$76,700.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

12-0822-PR6

**AMEND BOARD REPORT 12-0725-PR8
APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS FOR INTERVENTIONS,
ENRICHMENT AND SUPPLEMENTAL ACADEMIC SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various Vendors to provide interventions, enrichment and / or supplemental academic services at schools, networks and administrative offices at an aggregate total cost not to exceed ~~\$4,000,000~~ \$7,000,000. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This August 2012 amendment is to add eight (8) Vendors to the Board Report and to increase the not to exceed amount by \$3,000,000 for the additional Vendors: the Vendors were selected on a competitive basis. Written agreements for Vendor's services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this amended Board Report.

Specification Number : 12-250011

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-2280

USER INFORMATION :

Contact: 10840 - Educational Tools and Technology
125 South Clark Street
Chicago, IL 60603
Mellios, Mr. John Steven

TERM:

The term of each agreement shall commence on the date the agreement is signed and shall end on August 31, 2013. These agreements shall have three (3) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendors will provide multiple research and evidence-based intervention, enrichment, and/or supplemental programs for students in reading and/or math, in order to substantially increase the success of students in grades K-12 regardless of their performance level. This set of services is for products, programs and/or software that both personalize and differentiate instruction for every student based on their academic needs and individual learning styles to promote accelerated student achievement. These products, programs and/or software can be used for the following purposes and may serve more than one purpose, in some cases.

They may be designed for:

- a) Interventions: To address specific academic skills.
- b) Enrichment: To enhance and advance student skills.
- c) Supplemental: To provide additional supports to the core instructional program.

Interventions, enrichment, and supplemental programs ("Program") may be used with students before, during or after school, and shall allow students to work at their own level and pace, when appropriate. The services are for Board students in grades K-12 and the Vendors shall clearly define what grade levels are most appropriate for their Program. If PD is a necessary component for the Program implementation, this shall be included in the Vendor's scope of services.

DELIVERABLES:

Vendors must provide guidance and expertise as it pertains to their solution throughout the planning and implementation phases of the deployment. Therefore, Vendors shall be required to provide a recommended plan for implementation of the system.

B. Within thirty (30) calendar days of the receipt of the contract, Vendors shall meet with Board staff to review:

- 1. The work plans and timelines submitted to meet the requirements of this RFP.
- 2. A comprehensive description of the tasks and timelines.
- 3. An analysis of deliverable dates.
- 4. Identification of strategies.
- 5. The manner in which the plan will be used to identify and prioritize work efforts.
- 6. The toolsets that will be used to develop and maintain the plan.
- 7. Tangible measures for success for each of the following projects domains.
- 8. Delivery and implementation for all training and primary support responsibility.
- 9. A comprehensive District Communications Plan to publicize training, support options and best practices for usage.
- 10. Functional technical and/or material resources to support students at their academic level.
- 11. Professional development for teachers and staff on the program's model, materials, data and reports.
- 12. Identification of students to use the program within specific schools.

Within five (5) working days of this initial project planning meeting, Vendors shall submit the revised project plan and schedule along with notes documenting other key outcomes of the meeting.

OUTCOMES:

The Board will be launching the "Full School Day" initiative to dramatically increase educational outcomes for the Board's students by increasing the amount of instructional time students are provided. The Board will implement the new day in all schools starting in the 2012-2013 school year. Vendors will be expected to report findings both at the local (school/network) and district level in order to determine both efficacy and fidelity. Vendors and the Board will develop benchmarks to monitor implementation and progress. More time with the students offers schools the opportunity for additional interventions, enrichment and supplemental programming. Vendors' services will result in math and literacy focused materials and services in either a technical or non-technical framework.

COMPENSATION:

Vendors shall be paid as specified in their respective agreements; total not to exceed the sum of ~~\$4,000,000~~ \$7,000,000 in 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 the Chief of Instruction 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 Per Contract and Category Goals method for M/WBE compliance will be utilized. The M/WBE goals for this contract include: 15% total MBE and 5% total WBE participation. Supplier diversity will be reported for this vendor pool on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge ~~\$4,000,000~~ \$7,000,000 to: Various Schools and Networks

Fiscal Year: 2013 \$6,500,000

Fiscal Year: 2014 \$500,000

Budget Classification: Various

Source of Funds: Various

CFDA#:

Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

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- | | |
|---|--|
| <p>1) Vendor # 12499
ACHIEVE 3000
1091 RIVER AVENUE
LAKEWOOD, NJ 08701
Michael Pastor
732 367-5505</p> | <p>6) <u>Vendor # 94499</u>
<u>ALEKS CORPORATION</u>
<u>15460 LAGUNA CANYON ROAD</u>
<u>IRVINE, CA 92618</u>
<u>JP Lenney</u>
<u>714 245-7191</u></p> |
| <p>2) Vendor # 37857
COMPASS LEARNING CORPORATION
203 COLORADO ST.
AUSTIN, TX 78701
Gina Rivera
800 422-4339</p> | <p>7) <u>Vendor # 18448</u>
<u>CLASSROOM, INC</u>
<u>245 FIFTH AVE., 20TH FLR.</u>
<u>NEW YORK, NY 10016</u>
<u>George DeMarco</u>
<u>212 545-8400</u></p> |
| <p>3) Vendor # 67737
MUSIC INTELLIGENCE NEURAL
DEVELOPMENT INSTITUTE DBA MIND
RESEARCH INSTITUTE
3631 SOUTH HARBOR BLVD., STE 200
SANTA ANA, CA 92704
Andrew Coulson
714 751-5443</p> | <p>8) <u>Vendor # 38873</u>
<u>CURRICULUM ASSOCIATES INC</u>
<u>P O BOX 2001</u>
<u>NORTH BILLERICA, MA 01862</u>
<u>Steve Hayes</u>
<u>800 225-0248</u></p> |
| <p>4) Vendor # 14970
SCHOLASTIC, INC. 1
2931 E. MCCARTHY STREET
JEFFERSON CITY, MO 65101
Becky Smith
630 323-3700</p> | <p>9) <u>Vendor # 19482</u>
<u>GREENWOOD PUBLISHING DBA</u>
<u>HEINEMANN</u>
<u>361 HANOVER STREET</u>
<u>PORTSMOUTH, NH 03801</u>
<u>Lori P. Lampert</u>
<u>800 541-2086</u></p> |
| <p>5) Vendor # 12990
WIRELESS GENERATION, INC.
55 WASHINGTON ST., STE 900
BROOKLYN, NY 11201-1071
Krista Curran
212 796-2204</p> | <p>10) <u>Vendor # 97955</u>
<u>IMAGINE LEARNING</u>
<u>191 RIVER DRIVE.</u>
<u>PROVO, UT 84604</u>
<u>Ana Gomez</u>
<u>866 377-5071</u></p> |
| | <p>11) <u>Vendor # 12230</u>
<u>MCGRAW HILL COMPANIES</u>
<u>20 RYAN RANCH RD.</u>
<u>MONTEREY, CA 93940</u>
<u>Darin Sheer</u>
<u>440 596-9487</u></p> |
| | <p>12) <u>Vendor # 29365</u>
<u>SCIENTIFIC LEARNING CORP.</u>
<u>300 FRANK H. OGAWA PLAZA, #600</u>
<u>OAKLAND, CA 94612-2040</u>
<u>Joseph Noble</u>
<u>510 444-3500</u></p> |
| | <p>13) <u>Vendor # 86609</u>
<u>VANTAGE TECHNOLOGIES DBA VANTAGE</u>
<u>LEARNING</u>
<u>110 TERRY DR., STE 100</u>
<u>NEWTOWN, PA 18940</u>
<u>Keith Webster</u>
<u>267 756-1155</u></p> |

Vice President Ruiz abstained on Board Report 12-0822-PR6.

12-0822-PR7

APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH VARIOUS VENDORS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreements with various consultants to provide consulting services to schools participating in the Chicago Advanced Placement Enhancement (CAPE) grant activities at an aggregate cost not to exceed \$280,000. Written renewal 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 renewal agreement. The authority granted herein shall automatically rescind as to each Consultant 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.

USER INFORMATION :

Contact: 10845 - Magnet, Gifted and Talented
125 South Clark Street
Chicago, IL 60603
Klimesh, Mr. Mark S
773-535-5100

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report # 10-0428-PR39) in the amount of \$ 1,321,426 is for a term commencing May 15, 2010 and ending August 31, 2012, with the Board having one (1) option to renew for one (1) year term. The original agreement was awarded on a non-competitive basis because the CAPE (Chicago Advanced Placement Enhancement) specifically named these organizations and outlined the services, deliverables and outcomes that each would provide.

OPTION PERIOD:

The term of each agreement is being extended for one (1) year commencing September 1, 2012 and ending August 31, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

College Board - The College Board and local universities will provide professional development for teachers and student support services. The selected grant schools is comprised of high schools receiving services in the content areas of AP Biology, AP Calculus AB, AP Chemistry, and AP English Language & Composition. Teachers in these content areas will attend three professional development sessions using College Board facilitators with a focus on pre-AP vertical teaming to align curricula to AP course expectations. Two individuals from each grant school will also attend the Midwest Annual Forum held in Chicago. The grant will pay for registration. AP coordinators and counselors will each attend a one-day session to provide program leadership and student support of their school's AP program.

University of Chicago - The University of Chicago will partner with four of the grant schools that offer AP Chinese Language & Culture. Students will participate in a year-around AP enrichment program consisting of 6 workshops addressing themes related to the AP course. AP Chinese teachers will meet with the University of Chicago professors and graduate student annually to develop themes and plan the content for 3 teacher sessions ensuring that they are aligned to the AP curriculum.

DePaul University - As the English Language & Composition partner, DePaul will provide 4 professional development sessions for AP English teachers.

Loyola University - Loyola will serve as partner for AP biology, AP calculus AB, AP chemistry providing quarterly teacher professional development.

DELIVERABLES:

Consultants will provide all the materials required for all of the teacher professional development sessions and student enrichments activities.

OUTCOMES:

Consultant services will result in: 1) assisting school leadership to properly build an AP program within their school focusing on teacher preparation, course sequencing, parent communication, vertical team curriculum articulation in the areas of science, mathematics, English, and Chinese with AP as the capstone course; 2) teachers with appropriate AP content knowledge, teaching methodology and strategies through professional development to increase student access and success in AP courses; 3) an increase in the number of students who earn a "qualifying" score on AP exams in the grant related content areas; 4) maintaining a professional partnership with the three local universities to support the AP program.

COMPENSATION:

Consultants shall be paid as specified in their respective renewal agreement; total for all consultants during this option period not to exceed the aggregate sum of \$280,000.

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 of Instruction 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, M/WBE provisions do not apply to agreements where the vendor providing service is a University or other educational institution.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Magnet, Gifted and Talented \$280,000 FY13

10845-324-54125-111036-547211-2013

\$280,000.00

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- 1)
Vendor # 37159
DEPAUL UNIVERSITY
1 E. JACKSON
CHICAGO, IL 60604-2287
Darise Bowden
312 362-7388

- 2)
Vendor # 14852
LOYOLA UNIVERSITY
1032 WEST SHERIDAN RD.
CHICAGO, IL 60660
JoBeth D'Agostino
773 508-2945

- 3)
Vendor # 33123
UNIVERSITY OF CHICAGO
5801 SOUTH ELLIS AVE.
CHICAGO, IL 60637
Daniel Shannon
773 702-8604

- 4)
Vendor # 22907
COLLEGE BOARD, THE 2
PO BOX 27392
NEW YORK, NY 10087-7392
David Gupta
212 713-8000

Vice President Ruiz abstained on Board Report 12-0822-PR7.

Board Member Dr. Bienen abstained on Board Report 12-0822-PR7.

12-0822-PR8

RATIFY EXERCISING THE FINAL OPTION TO RENEW THE AGREEMENT WITH CHALK, LLC FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify exercising the final 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 \$346,000.00. 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.

Contract Administrator : De Longeaux, Mr. Sebastien / 773-553-2280
CPOR Number : 11-0225-CPOR-1409

VENDOR:

- 1) Vendor # 96657
CHALK, LLC
2647 WEST WILSON AVE.
CHICAGO, IL 60625
Maria Conduis
312-213-2099

USER INFORMATION :

Contact: 11670 - Special Education & Supports - City Wide
125 South Clark Street 8th Floor
Chicago, IL 60603
Clark, Miss Rebecca Gail
773-553-1800

ORIGINAL AGREEMENT:

The original agreement (authorized by Board Report 10-0526-PR28) in the amount of \$236,000.00 was 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 first option (authorized by Board Report 11-0427-PR48 as amended by 12-0523-PR9) was exercised for a term commencing July 1, 2011 and ending June 30, 2012. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for 1 year commencing July 1, 2012 and ending June 30, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Consultant will continue to provide expert consultation and support to the Office of Special Education and Supports (OSES) 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 OSES 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 2662 hours per employee and a total of 5323 hours for Chalk, 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 \$346,000.

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 Conduis
 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: \$346,000.00 Fiscal Year: 2013

*Grant numbers subject to change.

11670-115-54125-221083-000000-2013	\$18,000.00
11670-220-54125-221083-462052-2013	\$304,400.00
11670-220-54125-261006-462052-2013	\$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).

12-0822-PR9

AMEND BOARD REPORT 12-0725-PR13
AMEND BOARD REPORT 12-0627-PR12
APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS FOR SOCIAL EMOTIONAL LEARNING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various Vendors to provide social emotional learning services to the departments of Youth Development and Positive Behavior Supports, as well as all Networks and Schools at a total cost not to exceed ~~\$23,250,000~~ **\$35,000,000**. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendor's services are currently being negotiated. No services shall be provided 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.

This July 2012 amendment is to add twenty-two (22) Vendors to the Board Report and to increase the compensation amount by \$11,750,000 for the additional Vendors; the Vendors were selected on a competitive basis. Written agreements for Vendor's services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this amended Board Report.

This August 2012 amendment is to add twenty (20) Vendors to the Board Report and to increase the not to exceed amount by \$11,750,000 for the additional Vendors; the Vendors were selected on a competitive basis. Written agreements for Vendor's services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this amended Board Report.

Specification Number : 12-250016

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

USER INFORMATION :

Contact: 10895 - Youth Development and Positive Behavior Supports
125 South Clark Street
Chicago, IL 60603
Loudon, Miss Jennifer Lynn
773-535-5100

TERM:

The term of each agreement shall commence on the date the agreement is signed and shall end on June 30, 2015. 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.

SCOPE OF SERVICES:

Vendors shall provide the services described below for each category awarded. The category awarded to each vendor is indicated below.

Category 1 - Direct Service:

Agencies and community partners/providers commit to a full school year of services/supports. All agencies and partners must meet state and district standards (outlined for specific subcategories below). All instruction, services and supports will be evidence-based and appropriate for a diverse school environment.

Direct services for Social Emotional Learning ("SEL") providers include, but are not limited to, the following:

Student Social Emotional Skill Development: The services provided will focus on the following types of skills: self-awareness, self-management, relationship building and problem solving.

Parent Skill Development: Vendors will provide training targeted for parents/guardians/supportive adults in the lives of our students to build their skills to support the development of student social-emotional skills in the home, including learning about the content of and being able to reinforce strategies detailed in other categories.

Social, Emotional and Behavioral Interventions: Vendors will provide behavioral interventions, for the purposes of this category, are intended to be therapeutic strategies with focused skill development. These interventions are specifically designed to positively impact a student or small group of students with specific social-emotional barriers to learning.

Programs for Targeted Populations: This is a single strategy or a menu of supports designed to reach stabilization outcomes for the targeted population, such as school re-enrollment, increased school attendance, decreased discipline infractions, decreased involvement with the justice system, etc. This category is intended to highlight strategies that could be effective regardless of the frequency of student attendance in school. Strategies will be implemented by vendor staff or trained school staff.

Category 2 - Curriculum and Materials:

All curriculum and materials must demonstrate strategies that have previously worked in other large school districts and meet local, state and federal requirements. All curriculum and materials must include both skill instruction and skill practice.

Curriculum and materials include, but are not limited to, the following:

Student Social Emotional Skill Development: This subcategory includes any instructional materials that are focused on building students' self-awareness, self-management and problem solving skills.

Parent Skill Development: Parent skill development includes materials or curricula used to guide parent education session or facilitate parent groups in a school setting.

Social, Emotional and Behavioral Interventions: Social, Emotional and Behavioral interventions includes curricula and materials that support the delivery of structured interventions to address student barriers to learning before, during and after school.

Category 3 - Professional Development:

Professional development includes education, training and technical assistance for school staff to improve their systems or structures and/or to integrate social-emotional learning into their instructional planning and practice. Services could include a single session or ongoing interaction with the school. Services may include professional development sessions, facilitation of professional learning communities, or direct coaching and consultation on a school or individual staff practice relative to the desired model.

Professional development for social emotional learning includes, but is not limited to, the following:

School Structures and Systems: School structures are defined to include protocols, procedures and/or processes) that are intended to guide and/or change the operations of any location or person in the school to improve the learning climate. Similarly, systems are defined as a sequences or series of

structures or strategies that should result in the same. These strategies will most often organize human and other resources in the school differently to solve a problem or concern and/or capitalize on an opportunity to develop a more preventive or proactive learning climate.

Student Social Emotional Skill Development: Training will be provided for adult employees and/or partners who will implement SEL skill curriculum or strategies. Training should ensure strategy is implemented with fidelity and is appropriate to the age, grade, and students' cultural and linguistic background. Training will ensure that staff are able to modify for students with disabilities and students for whom English is a Second Language ("ESL").

Staff Skill Development for Awareness and Application in Current Practice: Training will be provided for adult employees and/or partners intended to build their skill set as required to execute effectively with other SEL or school climate strategies already in use, but with content that is not specific to any strategy.

DELIVERABLES:

Vendors will provide the following deliverables: education, training, and technical assistance for school staff to improve their systems or structures and to integrate social-emotional learning into their instructional planning and practice.

OUTCOMES:

Vendors' services will result in the following outcomes for Category 1 - Direct Services:

- Increased attendance
- Decreased out of school suspension/expulsion
- Increased on track rate for students who are off track due to attendance/behavior
- Decrease of inappropriate behaviors as measured by the SCC
- Increase student engagement in school
- Increase in student SEL skills

For specific high risk students, the performance metrics will be as follows:

1. Attendance. A 15 percent increase in the Student Participant's attendance measured at the end of each semester.
2. Reduction in Misconducts. A 50 percent reduction in serious misconducts (L-4 - L-6) by the Student Participant, measured at the end of each semester.
3. G.P.A. Improvement. A 0.5 point improvement in the Student Participant's G.P.A. each semester. (HS students only)
4. Credit Toward Graduation. An increase in credits earned toward graduation for off-track students, and keeping pace with credit requirements for students on-track. (HS students only)

Vendors' services will result in the following outcomes for Category 2 -Curriculum and Materials:

The District will have access to curriculum and materials that support SEL development of strategies that have previously worked in other large school districts and have shown positive outcomes in similar environments and Vendors will meet local, state and federal requirements. In addition, the curriculum and materials will include both skill instruction and skill practice.

Vendors' services will result in the following outcomes for Category 3 - Professional Development:

Education, training and technical assistance for school staff to improve their systems or structures and/or to integrate social-emotional learning into their instructional planning and practice.

COMPENSATION:

Vendors shall be paid as specified in each Vendor's respective agreement; total not to exceed the sum of ~~\$23,250,000~~ \$35,000,000 in 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 the Chief of Instruction to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination shall be made as to when transactions should be excluded from the contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes Not-for-Profit organizations.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Not to Exceed: ~~\$23,250,000~~ \$35,000,000
Various Units: Central Office, Networks and Schools
Source of Funds: ~~Various fiscal Year: 2013 through 2015~~
Fiscal Year 2013: \$12,000,000
Fiscal Year 2014: \$11,500,000
Fiscal Year 2015: \$11,500,000

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- | | | | |
|----|---|----|---|
| 1) | Vendor # 31456
PLANNED PARENTHOOD OF IL.
18 S. MICHIGAN AVE., 6TH FLOOR
CHICAGO, IL 60603-0000
Anthony Fiore, VP Finance and Accounting
312 592-6800

Category 1, Category 3 | 5) | Vendor # 38920
AGILE MIND EDUCATIONAL HOLDINGS, INC
4101 WILLIAM D. TATE, STE 101
GRAPEVINE, TX 76051
Susan Johnson
866 284-4655

Category 3 |
| 2) | Vendor # 98781
TEACHING STRATEGIES, INC DBA SAFE &
CIVIL SCHOOLS
P.O. BOX 50550
EUGNE, OR 97405
Jan Reinhardtson
541 345-1442

Category 2, Category 3 | 6) | Vendor # 13789
ALTERNATIVES, INC.
4730 N. SHERIDAN ROAD
CHICAGO, IL 60640
Judith Gall
773 506-7474

Category 1, Category 3 |
| 3) | Vendor # 10619
YOUTH ADVOCATE PROGRAMS, INC
2007 NORTH 3RD STREET
HARRISBURG, PA 17102
Minette Bauer
717 232-7580

Category 1 | 7) | Vendor # 14221
BUILD, INC
1223 N. MILWAUKEE AVENUE
CHICAGO, IL 60642
Roslind Blasing-Buford
773 227-2880

Category 1 |
| 4) | Vendor # 24684
UMOJA STUDENT DEVELOPMENT
CORPORATION
2935 W. POLK
CHICAGO, IL 60612
Ted Christians
773 534-8877

Category 1, Category 3 | 8) | Vendor # 15902
CHANNING BETE COMPANY, INC.
ONE COMMUNITY PLACE
SOUTH DEERFIELD, MA 01373
Customer Representative
800 828-2827

Category 2 |

- 9) Vendor # 40737
CHILDREN'S MEMORIAL HOSPITAL
2300 CHILDREN'S PLAZA BOX 205
CHICAGO, IL 60614
Colleen Cicchetti, PhD
312 227-6035

Category 3
- 10) Vendor # 28133
COMMITTEE FOR CHILDREN
2815 SECOND AVE., STE 400
SEATTLE, WA 98121
Richard Israel
800 634-4449

Category 2, Category 3
- 11) Vendor # 26058
DEVELOPMENTAL STUDIES CENTER
2000 EMBARCADERO, #305
OAKLAND, CA 94606
Ginger Cook
510 533-0213

Category 2, Category 3
- 12) Vendor # 45510
ENLACE CHICAGO
2756 S. HARDING AVE
CHICAGO, IL 60623
Michael D. Rodriguez
773 542-9233

Category 1
- 13) Vendor # 42557
FACING HISTORY & OURSELVES NATIONAL
FOUNDATION, INC
16 HURD ROAD
BROOKLINE, MA 02445
Bonnie Oberman
617 232-1595

Category 3
- 14) Vendor # 30387
FATHER FLANAGAN'S BOYS' HOME
13603 FLANAGAN BLVD
BOYS TOWN, NE 68010
Steph Jensen
402 498-3394

Category 2, Category 3
- 15) Vendor # 19795
FRANKLIN COVEY CLIENT SALES, INC
2200 WEST PARKWAY BLVD.
SALT LAKE CITY, UT 84119
Meg Thompson
800 272-6839

Category 3
- 16) Vendor # 27716
GADS HILL CENTER
1919 W. CULLERTON
CHICAGO, IL 60608
Maricela Garcia
312 226-0963

Category 1

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|---|---|
| <p>17)</p> <p>Vendor # 23804
ILLINOIS CAUCUS FOR ADOLESCENT
HEALTH
226 S. WABASH, STE 900
CHICAGO, IL 60604
Yamani Hernandez
312 427-4460</p> <p>Category 1, Category 3</p> | <p>21)</p> <p>Vendor # 60928
SCHOOL ASSN. FOR SPECIAL EDUCATION
2
335 NORTH LAGRANGE RD., STE 4
LAGRANGE PARK, IL 60526
Brian Meyer
708 482-4860</p> <p>Category 3</p> |
| <p>18)</p> <p>Vendor # 14326
MENTAL HEALTH AMERICA OF ILLINOIS
70 EAST LAKE STREET., STE 900
CHICAGO, IL 60601
Carol Gall
312 368-9070</p> <p>Category 3</p> | <p>22)</p> <p>Vendor # 34171
SGA YOUTH & FAMILY SERVICES
11 E ADAMS, #15
CHICAGO, IL 60603
Martha Guerrero
312 663-0305</p> <p>Category 1, Category 3</p> |
| <p>19)</p> <p>Vendor # 12124
MIKVA CHALLENGE GRANT FOUNDATION
332 S. MICHIGAN AVE. 4TH FLR.
CHICAGO, IL 60604
Brian Brady
312 863-6340</p> <p>Category 1, Category 3</p> | <p>23)</p> <p>Vendor # 36033
BLACK STAR PROJECT, THE
3509 S. KING DRIVE., STE 2B
CHICAGO, IL 60653
Kirsten Rakke
773 285-9600</p> <p>Category 1</p> |
| <p>20)</p> <p>Vendor # 96850
PHALANX FAMILY SERVICES
4628 WEST WASHINGTON BLVD.
CHICAGO, IL 6044
Robbie Sanders
773 261-5600</p> <p>Category 1</p> | <p>24)</p> <p>Vendor # 32571
UNIVERSITY OF ILL AT CHGO
426 S. CLARK STREET
<u>809 S. MARSHFIELD, (M/C 551)</u>
CHICAGO, IL 60603 <u>60612</u>
Luis Vargas
312 996-2862
Category 1</p> |

- 25) Vendor # 89036
WES CORPORATION DBA WES HEALTH SYSTEM
542 SOUTH DEARBORN., 8TH FLR.
CHICAGO, IL 60605
Lynne K. Hopper
312 566-0700

Category 1, Category 3
- 26) Vendor # 11060
YOUTH GUIDANCE
1 NORTH LASALLE ST., #900
CHICAGO, IL 60602
Michelle Adler Morrison
312 253-4900

Category 1, Category 3
- 27) Vendor # 21152
A KNOCK AT MIDNIGHT
400 W. 76TH STREET., STE 206
CHICAGO, IL 60620
Minister Johnny Banks Sr.
773 488-2960
Category 1
- 28) Vendor # 46955
ASPIRA INC. OF ILLINOIS
2415 N MILWAUKEE AVENUE
CHICAGO, IL 60647
Ivette Nieves
773 252-0970
Category 1
- 29) Vendor # 82291
ASSIST HER, INC
6347 S. INGLESIDE, UNIT 1
CHICAGO, IL 60637
Samantha Coleman
773 744-2031
Category 1
- 30) Vendor # 39142
BRIGHTON PARK NEIGHBORHOOD COUNCIL
4477 S. ARCHER AVE.
CHICAGO, IL 60632
Patrick Brosnan
773 523-7110
Category 1
- 31) Vendor # 64915
CARLA A. TANTILLO DBA MINDFUL PRACTICES
204 S. RIDGELAND
OAK PARK, IL 60302
Carla Tantillo
708 997-2179
Category 2
- 32) Vendor # 13374
COMMUNITIES IN SCHOOLS OF CHICAGO
815 W. VAN BUREN
CHICAGO, IL 60607
Jane Mentzinger
312 829-2475
Category 1, Category 3
- 33) Vendor # 21068
CORNERSTONE COUNSELING CENTER OF CHICAGO
1111 N. WELLS ST., SUITE 400
CHICAGO, IL 60610
E. Susanne Francis
312 573-8860
Category 1, Category 3
- 34) Vendor # 23814
EDUCATORS FOR SOCIAL RESPONSIBILITY
23 GARDEN STREET
CAMBRIDGE, MA 02138
Larry Dieringer
617 492-1764
Category 2, Category 3
- 35) Vendor # 64912
HEALTHY HEROES, LLC
5116 FOREST LANE
DOWNERS GROVE, IL 60515
Lane JaBaay
773 718-180
Category 2

- | | |
|---|---|
| <p>36) <u>Vendor # 97410</u>
 <u>INSTITUTE FOR STUDENT ACHIEVEMENT</u>
 <u>ONE OLD COUNTRY RD., STE 250</u>
 <u>CARLE PLACE, NY 11514</u>
 <u>Patrick G. Halpin</u>
 <u>516 812-6705</u>
 <u>Category 3</u></p> | <p>42) <u>Vendor # 26197</u>
 <u>PREVENTION FIRST</u>
 <u>2800 MONTVALE DRIVE</u>
 <u>SPRINGFIELD, IL 62704-4291</u>
 <u>Karel Homrig</u>
 <u>217 793-7353</u>
 <u>Category 3</u></p> |
| <p>37) <u>Vendor # 97075</u>
 <u>LUSTER LEARNING INSTITUTE, NFP</u>
 <u>1126 HILLCREST AVE.</u>
 <u>HIGHLAND PARK, IL 60035</u>
 <u>Jai Luster</u>
 <u>847 748-7482</u>
 <u>Category 2, Category 3</u></p> | <p>43) <u>Vendor # 01135</u>
 <u>PROLOGUE, INC.</u>
 <u>1135 NORTH CLEAVER, 2ND FLR.</u>
 <u>CHICAGO, IL 60642</u>
 <u>Nancy E. Jackson</u>
 <u>773 935-9925</u>
 <u>Category 1</u></p> |
| <p>38) <u>Vendor # 46701</u>
 <u>METROPOLITAN FAMILY SERVICES 7</u>
 <u>1 NORTH DEARBORN-10TH FLR.</u>
 <u>CHICAGO, IL 60602</u>
 <u>Colleen M. Jones, LCSW</u>
 <u>312 986-4135</u>
 <u>Category 1</u></p> | <p>44) <u>Vendor # 94752</u>
 <u>REFLECTIONS FOUNDATION</u>
 <u>10816 S. PARNELL</u>
 <u>CHICAGO, IL 60628</u>
 <u>Kelly Falk</u>
 <u>773 559-2909</u>
 <u>Category 1</u></p> |
| <p>39) <u>Vendor # 25588</u>
 <u>NORTHEAST FOUNDATION FOR CHILDREN</u>
 <u>85 AVENUE A., STE 204</u>
 <u>TURNERS FALLS, MA 01376</u>
 <u>Karen Casto</u>
 <u>800 360-6332</u>
 <u>Category 3</u></p> | <p>45) <u>Vendor # 12392</u>
 <u>UHLICH CHILDREN'S ADVANTAGE</u>
 <u>NETWORK</u>
 <u>3737 N. MOZART</u>
 <u>CHICAGO, IL 60618</u>
 <u>Zach Schrantz</u>
 <u>312 669-8200</u>
 <u>Category 1</u></p> |
| <p>40) <u>Vendor # 01960</u>
 <u>PERSPECTIVES CHARTER SCHOOL</u>
 <u>3663 S. WABASH, 3RD FLR.</u>
 <u>CHICAGO, IL 60655</u>
 <u>Greg Lowe</u>
 <u>312 604-2148</u>
 <u>Category 3</u></p> | <p>46) <u>Vendor # 40128</u>
 <u>ZANER-BLOSER INC.</u>
 <u>1201 DUBLIN RD</u>
 <u>COLUMBUS, OH 43215-1026</u>
 <u>Robert Heighton</u>
 <u>800 421-3018</u>
 <u>Category 2, Category 3</u></p> |
| <p>41) <u>Vendor # 43912</u>
 <u>POSITIVE ACTION, INC.</u>
 <u>264 4TH AVE. SOUTH</u>
 <u>TWIN FALLS, ID 83301</u>
 <u>Carol Allred</u>
 <u>208 733-1328</u>
 <u>Category 3</u></p> | |

Vice President Ruiz abstained on Board Report 12-0822-PR9.

12-0822-PR10

APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH MANPOWER, INC. FOR THE PURCHASE OF TEMPORARY WORK ASSISTANCE SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreement with Manpower, Inc., to provide temporary work assistance to the Portfolio Office at a total cost for the option period not to exceed \$200,000. A written document exercising this option is currently being negotiated. No payment shall be made to Manpower, Inc., during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

- 1) Vendor # 76716
 MANPOWER, INC
 227 WEST MONROE, STE 160
 CHICAGO, IL 60606
 Jeremy Mahan
 312-781-9032

312-504-8431

USER INFORMATION :

Project 13610 - Portfolio Office
Manager: 125 South Clark Street - 5th Floor
Chicago, IL 60603
Schwab, Mr. David L
773-553-2060

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 11-0727-PR11) in the amount of \$200,000 is for a term commencing September 19, 2011 and ending September 18, 2012, with the Board having one option to renew for a one year term. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one year commencing September 19, 2012 and ending September 18, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to provide:

I. Description of services:

a. Vendor's personnel will provide application and customer service work assistance for the intake of applications for magnet, magnet cluster, and open enrollment schools, selective enrollment elementary schools; high schools; and all related projects of the Access and Enrollment team of the Portfolio Office in the Central Office. The services will include data entry, application verification, and customer service.

II. Task:

a. Services will begin September 2012 with training of lead temps on overall process. On an as-needed basis (approximately 50,000 applications from Oct. 1 - Jan. 8).

b. Temporary staff will be under supervision of the Board's project manager and all tasks relating to the project will be completed on an as-needed basis.

c. Services will also include:

i. Application verification and handling of all mail and online applications.

ii. Use of FileMaker, Excel, and other data software.

iii. Phone/in-person customer service.

DELIVERABLES:

Vendor will continue to provide:

1. Applications handled by temporary staff provided by Vendor will be processed with no more than a 2% error rate, as measured by the Portfolio Office at termination of project.

2. All processes handled by temporary staff provided by Vendor will meet deadlines set forth by the Portfolio Office.

3. Portfolio project managers will review/rate customer service provided by Vendor at termination of project.

4. No more than 20% of temporary staff provided by Vendor that begin working on the project will be required by the Portfolio Office to be replaced prematurely.

OUTCOMES:

Vendor's services will result in satisfactory and timely management of all Portfolio student assignment processes for the 2013-2014 school year.

COMPENSATION:

Vendor shall be paid during this option period in accordance with the pricing terms set forth in the agreement; total not to exceed the sum of \$200,000.

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 the Chief Portfolio Officer to execute all ancillary documents required to administer or effectuate this option agreement.

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 that a waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted because the scope of the contract is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Portfolio Office: \$200,000
Fiscal Year: 2013
Source of Funds: Gen Ed, Fund 115
Requisition Number: TBD

13610-115-54125-233011-000163-2013 \$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 May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

Vice President Ruiz abstained on Board Report 12-0822-PR10.

12-0822-PR11

APPROVE ENTERING INTO AN AGREEMENT WITH THE ILLINOIS INSTITUTE OF TECHNOLOGY FOR TESTING ADMINISTRATION

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with the Illinois Institute of Technology ("IIT") to provide elementary school testing administration services to the regional gifted centers, classical schools, academic centers, and international gifted programs for the Portfolio Office at a total cost not to exceed \$827,412.52. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 12-250000

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

VENDOR:

- 1) Vendor # 26500
ILLINOIS INSTITUTE OF TECHNOLOGY
3300 S. FEDERAL
CHICAGO, IL 60616
Domenica G. Pappas, CRA
312 567-3321

USER INFORMATION :

Project 13610 - Portfolio Office
Manager: 125 South Clark Street - 5th Floor
Chicago, IL 60603
Washington, Miss Angela Gail
773-553-2519

TERM:

The term of this agreement shall commence on August 23, 2012, and shall end August 22, 2014. This agreement shall have one option to renew for a period of two years.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

For students applying to take the K-8 entrance examination to gain admission into the regional gifted centers, academic centers, classical schools, and international gifted programs, the Center for Research and Service in the Institute of Psychology at the Illinois Institute of Technology will: (1) provide a testing site, (2) hire qualified personnel that are trained in assessment and standardization procedures, (3) administer assessment instruments as recommended by the Portfolio Office, (4) score kindergarten entrance examinations and provide quality control by rechecking scores, (5) ensure the confidentiality of all test scores and assessment materials, (6) provide CPS with kindergarten score reports via data base, (7) update student test status in FileMaker Pro, and (8) provide a phone bank to answer parent questions regarding testing.

DELIVERABLES:

The Center for Research and Service in the Institute of Psychology at the Illinois Institute of Technology will provide the Portfolio Office with kindergarten test results via data base. All data will be checked by the institution for accuracy and it will be the assessment center's responsibility to ensure the accuracy of scores reported to the Chicago Public Schools. The Center for Research and Service in the Institute of Psychology at the Illinois Institute of Technology will provide a phone bank to answer questions from parents regarding their children's test scores.

OUTCOMES:

Vendor's services will result in a cost-efficient method of supporting the application and assessment process for the Chicago Public Schools gifted programs, while making the process transparent, objective and valid.

COMPENSATION:

Vendor shall be paid in accordance with the pricing terms set forth in the agreement, not to exceed the sum of \$827,412.52.

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

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to 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 Portfolio Office: \$827,412.52

Fiscal Year: 2013

Source of Funds: 115

Fiscal Year: 2014

Source of Funds: 115

13610-115-54125-221311-000000-2013	\$406,871.26
13610-115-54125-221311-000000-2014	\$420,541.26

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

President Vitale abstained on Board Report 12-0822-PR11.

Vice President Ruiz abstained on Board Report 12-0822-PR11.

12-0822-PR12

AMEND BOARD REPORT 11-0126-PR5

APPROVE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH RYDER TRUCK AND ENTERPRISE FM TRUST TO PROVIDE LEASE VEHICLES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of entering into master agreements with Ryder Truck and Enterprise FM Trust to provide leased vehicles at a cost not to exceed \$2,400,000.00 in the aggregate. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. A written master agreement for each vendor is currently being negotiated. No vehicles or services shall be provided by and no payment shall be made to any vendor prior to the execution of their written master agreement. The pre-qualification status approved herein for each vendor shall automatically rescind in the event such vendor fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to these master agreements is stated below.

This August 2012 amendment is necessary to include the provision in the agreements for "Shared Lease" vehicles. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each vendor in the event their amendment is not executed within 90 days of the date of this amended Board Report.

SPECIFICATION NO.: 10-250059
Contractor Administrator: Patricia Hernandez / 773-553-2256

VENDOR:

- 1) Vendor # 94765
Enterprise FM Trust
395 Roosevelt RD.
GLEN ELLYN, IL 60137
Loren Ahlgren
630-534-7705
800-677-1642
- 2) Vendor # 37941
Ryder Truck Rental, INC.
1050 Wet Pershing RD.
Chicago, IL 60609
773-523-5555X320
773-523-5975

NAME OF USER GROUPS:

Chief Operating Officer
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact: Patricia Taylor
Phone: 773/553-2960

Contact: Paul G. Osland
Phone: 773/553-2855

TERM: The term of this pre-qualification period and each master agreement shall commence on March 1, 2011 and end on February 28, 2014. The Board shall have the right to extend the pre-qualification period and each master agreement for 2 additional twelve month periods.

SCOPE OF SERVICES: Vendors shall provide leased vehicles and the maintenance and repairs for these vehicles to support various Board Departments and services, including Food Services; Safety and Security; warehouse and distribution services; and city-wide facility maintenance services. The categories of vehicles that may be leased include, but are not limited to, sedans, SUVs, vans and box trucks.

COMPENSATION: The vendors shall be paid as specified in their respective agreements; the sum of payments to all pre-qualified vendors for the pre-qualification term shall not exceed \$2,400,000.00 in the aggregate.

USE OF THE POOL: The Department of Operations is authorized to lease vehicles from the pre-qualified pool as follow: the Board will bid out the fleet vehicle(s) to be leased to the pre-qualified vendors. The vendors will respond with pricing and maintenance plans for the vehicles (s) and award made based upon the submitted proposal.

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

AFFIRMATIVE ACTION: The MWBE goals for this agreement are 35% total MBE and 5% total WBE participation. Pursuant to the Remedial Program of Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract method for MWBE participation will be utilized. Thus, contracts for subsequent vendors for the pool created by this agreement will be subject to aggregated compliance reviews and monitored on a monthly basis.

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

FINANCIAL:

Charge: \$800,000 per year to various departments not to exceed the sum of \$2,400,000 for the 36 months period

11870-115-54510-251001-000000-2011	\$300,000.00
12050-115-54510-257001-000000-2013	\$500,000.00
<u>11890-115-54510-257001-000000-2013</u>	<u>\$500,000.00</u>
12050-115-54510-257001-000000-2012	\$500,000.00
12050-115-54510-257001-000000-2011	\$500,000.00
11870-115-54510-255001-000000-2013	\$300,000.00
11870-115-54510-251001-000000-2012	\$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 July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board’s Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

Vice President Ruiz abstained on Board Report 12-0822-PR12.

12-0822-PR13

**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 \$10,383,316.28 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 \$982,880 as listed in the attached August 22, 2012 Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

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

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

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

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482
will be used for all Change Orders (August 22, 2012 Change Order Log); Funding source for new contracts is so indicated on Appendix A

Funding Source: Capital Funding

GENERAL CONDITIONS:

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

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

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

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

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

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Appendix A
August 2012

SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM. ACTION			PROJECT SCOPE AND NOTES	REASONS FOR PROJECT
								AA	H	WBE		
Austin Business and Entrepreneurship	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	2345595	JOC	\$ 188,873.19	6/29/2012	12/31/2012	2012	0	10	0	The scope of this project will address leak issues associated with the pool. Repairs include replacing the piping to provide more effective drainage and the reinstallation of a new stainless steel gutter.	2
Burley School	AGAE Contractors	2335743	BID	\$ 346,784.00	6/13/2012	8/27/2012	2012	3	20	1	The work includes the installation of artificial turf under Phase I, running track and other outdoor amenities in Phase II.	9
Carson School (Nachele)	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	2401252	JOC	\$ 241,812.00	7/13/2012	8/20/2012	2012	TBD	TBD	TBD	This is School Age new single playlot to be installed by CPS's Groundbreakers Team with associated required ADA Path of Travel work by general contractors.	8
Lawrence School	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	2344440	JOC	\$ 284,575.00	6/28/2012	8/12/2012	2012	4	19	0	The scope of this project is to build a new playlot. Associated Path of Travel upgrades including signage will also be completed and city zoning requirements will be addressed.	8
Marsh School	Blinderman Construction Company	2335218	BID	\$ 2,928,750.00	6/12/2012	11/30/2012	2012	6	2	5	The scope of this project consists of major exterior renovations and roof and repairing the masonry of the entire exterior. Interior repairs include refinishing areas that had been affected by prior water infiltration.	4
North Grand High School	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	2333825	BID	\$ 581,490.00	6/11/2012	10/31/2012	2011	5	20	0	The scope of this project is to build a turn-around in the parking lot for delivery purposes.	8
Seward School	K.R. Miller Contractors, Inc.	2335700	BID	\$ 5,044,905.00	6/13/2012	8/1/2013	2012	0	18	11	The scope of this project consists of a new roof, new windows, overall masonry restoration including re-building parapets, replacing deteriorated sandstone base, replacing linets and tuckpointing, new exterior lighting, demolishing existing chimney, and selected interior refinishing.	4
Spencer Academy	OCA Construction, Inc.	2343250	BID	\$ 448,337.09	6/27/2012	9/30/2012	2012	1	21	0	The scope of this project is to renovate interior spaces to accommodate the new Teach to One program at Spencer. The renovations consist of removing walls between three classrooms and refinishing the resulting single large room.	8
Stagg School	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	2344443	JOC	\$ 147,690.00	6/28/2012	10/24/2012	2012	0	6	0	The scope of this project is to build two new playlots. The playlots are being built in conjunction with the Groundbreakers.	7
Sullivan Elementary School	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	2344445	JOC	\$ 170,100.00	6/28/2012	8/12/2012	2012	6	13	11	The scope of this project is to build two new playlots. Associated Path of Travel upgrades including signage will also be completed and city zoning requirements will be addressed.	8
				\$	10,383,316.28							

Reasons:

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

August Capital Construction Change Order Log

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Annandale High School	2010-46031-ADA	\$2,539,000	Miller	\$1,817	\$1,817	\$1,070,279	\$3,610,895	42.22%
Change Order Descriptions								
<ul style="list-style-type: none"> Change Domestic water boiler flue from 8" to 10". Changed Condition: Per site meeting with PM/BE/EOR on 4/26/12 the location of the exhaust changed. Due to an increase in the run and additional fittings the size of the flue needs to increase. 				\$1,817				
Schurz High School	2010-46281-PLS	\$421,000	Aut-Bry Construction	\$74,255	\$74,255	\$589,478	\$589,478	31.82%
Change Order Descriptions								
<ul style="list-style-type: none"> Provide additional PM/Supervisory time, additional dumpsters, materials, scaffold rental and cleaning beyond contract date. Extended conditions from October 2010 through November 2011. Provide additional demolition, electrical and plumbing related work to address IDPH/CDPH violations in order to obtain approval and operating license. 				\$39,752				
Curie Metro High School	2010-53101-PLS	\$915,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	(\$419)	(\$419)	\$277,234	\$1,191,815	30.25%
Change Order Descriptions								
<ul style="list-style-type: none"> Provide CREDIT for unused allowance dollars. 				(\$419)				
Gregory School	2010-23441-ROF-JOC	\$1,428,509	Miller	(\$1,428)	(\$1,428)	\$357,500	\$1,784,581	24.93%
Change Order Descriptions								
<ul style="list-style-type: none"> CREDIT - Unused Allowance dollars 				(\$1,428)				
Darwin School	2011-22681-ADA	\$4,321,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	\$107,000	\$107,000	\$463,250	\$4,916,250	13.85%
Change Order Descriptions								
<ul style="list-style-type: none"> Provide professional cleaning services to supplement and replace the school's janitorial staff, per TCC. PHP was directed to provide on-going and constant cleaning on a time & material basis. CREDIT: Delete furnishing and installation of balcony rail work in the auditorium. 				\$107,000				
Clemente Academy	2011-51091-STR	\$1,633,482	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	(\$5,000)	(\$5,000)	\$108,957	\$1,848,008	13.19%
Change Order Descriptions								
<ul style="list-style-type: none"> School requests approved by CPS over Labor Day weekend including: Temporary fencing; Revisions to stair risers and hardwood base in instrument room; New thresholds for doors in kitchen/hunchroom; Paint walk in kitchen per health inspector; New SOD in hallway; install wall/floor protection in stower room to protect new finishes. When demolition of existing coping and finish brick of the planter walls south of the south plaza was complete, it was discovered that the existing waterproofing membrane was severely decayed or not present as shown in the original as-built drawings. The contract documents require the new plaza membrane to be tied to the existing membrane. 1. Provide 4 x 4 steel clip angles to structure at head of the CMU in rooms 015 & 017. 2. Provide sprayed waterproofing for 2 hr. UL rating at exposed steel beams in rooms 014, 014A, 014B, 014C, 014D, and 014E. 				\$80,642				
Simpson Academy	2011-48051-GSP	\$2,250,195	Miller	\$32,389	\$32,389	\$194,255	\$2,476,839	10.07%
Change Order Descriptions								
<ul style="list-style-type: none"> Modifications to utility entrance at modular buildings. Modify CMU wall size at new health clinic. 				\$32,389				

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

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

August Capital Construction Change Order Log

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Farmworth School	2011-23161-MCR	\$2,499,000	All-By Construction	\$40,716	\$40,716	\$187,489	\$2,727,205	9.13%
Change Order Descriptions								
			<ul style="list-style-type: none"> Additional cost to coordinate with Openlands Garden. School performed Openlands Garden project before work could be complete and now partial garden needs to be removed to allow for new work. 	\$40,716				
Hanson Park School	2011-24461-BLR	\$6,425,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	\$123,646	\$123,646	\$439,205	\$6,888,851	8.76%
Change Order Descriptions								
			<ul style="list-style-type: none"> Accelerate for cooling sys. Original construction phasing (relocating special needs students to the annex) is no longer a viable solution. Schedule to be accelerated to provide cooling by the start of school in all three buildings. 	\$123,646				
Schubert School	2011-25291-MCR	\$4,791,884	Tyler Lane Construction, Inc.	\$136,876	\$136,876	\$199,210	\$5,127,960	7.01%
Change Order Descriptions								
			<ul style="list-style-type: none"> Repair the exposed areas of the existing structural clay tile "flat arch" roof deck at Roof Area B as indicated in the project specification Section 07095. Note that "1000sf of existing concrete roof deck patch is included in the base scope. However, the level of discovered deterioration should be identified, quantified, and repaired as indicated in the specifications. 	\$136,876				
Schurz High School	2008-1530-BLR	\$10,445,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	\$14,183	\$14,183	\$569,388	\$11,028,571	5.99%
Change Order Descriptions								
			<ul style="list-style-type: none"> Call walk handrail. School request additional handrail along the existing catwalk in the boiler room is required to resolve fall hazard. Plus add handrail to two walk way ramps in the attic above the boiler room. 	\$14,183				
Clemens Academy	2011-51091-ADA	\$11,707,311	Chicago Commercial Contractors, LLC	\$6,899	\$6,899	\$684,457	\$12,298,667	5.06%
Change Order Descriptions								
			<ul style="list-style-type: none"> CPS has agreed to pay for 50% of the Terrazzo repairs previously submitted under Bulletin #43. CCC received 1/3 of the cost and this COR is for the balance of the 50%. 	\$6,899				
Johnson School	2012-26231-CSP	\$490,433	Friedler Construction Co.	\$23,346	\$23,346	\$0	\$513,779	4.76%
Change Order Descriptions								
			<ul style="list-style-type: none"> There is a space issue with the (3) trees and (8) crabapples shown to be installed in the area between the existing fence and the sidewalk on the North end of the parking lot. There is not adequate space for them in this location. Relocate the shrubs and trees to be planted on the parking lot side of the fence. 	\$23,346				
Lincoln Park High School	2011-46321-ADA	\$7,924,000	Blinderman Construction Company	\$82,000	\$82,000	\$256,721	\$8,282,721	4.27%
Change Order Descriptions								
			<ul style="list-style-type: none"> In lieu of refurbishing and utilizing existing corridor door frames, provide new HM frames for doors as noted in the attached drawings. Include door changes as indicated in Bulletin #2. Furnish credit for the refurbishing of existing door frames. 	\$82,000				
Sera High School, Nicholas	2007-1540-BLR	\$9,540,000	Miler	\$10,754	\$10,754	\$236,632	\$9,787,385	2.56%
Change Order Descriptions								
			<ul style="list-style-type: none"> Additional guardrail and access ladder at cooling tower. Owner Directed: Screen Wall design was changed from 4-side screen tower walls to 2- acoustical panel requiring additional fall protection and access ladder. 	\$10,754				

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

August Capital Construction Change Order Log

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Carpenter School (Closed)	2011-22581-CSP	\$728,727	All-By Construction	(\$5,222)	(\$5,222)	\$23,882	\$748,387	2.56%
Change Order Descriptions								
<ul style="list-style-type: none"> Remaining Allowance Credit 				(\$5,222)				
Heral School	2012-23771-MCR	\$7,317,815	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	\$150,950		\$0	\$7,502,190	2.52%
Change Order Descriptions								
<ul style="list-style-type: none"> Provide heat detectors in the attic of the north section of the building as required by code. Demo the old detector system in these locations. Provide blank plates on existing openings of removed detectors. Conduit does not have to be removed. Provide head detail per RFI-002 response and attached ASK-002. Also, provide wood trim at the head of all new door frames to match the width of the jamb frame and intermediate mullion on transoms. 								
Urban Prep Academy for Young Men - West	2011-24491-CSP	\$4,638,802	Miller	\$97,075	\$98,458	\$0	\$4,737,259	2.09%
Change Order Descriptions								
<ul style="list-style-type: none"> CPS directed the design team to issue a 60% CD set for this project on very short notice. CPS agreed that the 100% CD did not need to be bubbled as virtually every drawing on every sheet would be changed between the 60% and 100% CD set. The GC did not pick up agreed changes between the 60% and 100% due to the fast track schedule and daily field verification changes. Install a white laminate closure panel per ASK-005 attached at each window that has casework in front of it. This includes rooms 107, 211, and 309. This approximately 75 LF of closure panel 								
Williams School	2011-25891-CSP	\$2,447,721	Miller	\$2,593	\$12,928	\$28,268	\$2,488,906	1.68%
Change Order Descriptions								
<ul style="list-style-type: none"> Connect CUH-1 & 2 to panel EL-2 circuit #7, run 3) #12, 1/2TC. Connect CU-1 to panel EL-2 circuit #9&11, 20A-2P, 4#10 3/4" C roiled along same path as refrigerant piping. Provide (1) standard outlet for convenience on the east wall of 130D, the west wall of 230D and 330D. The existing drinking fountains in the lobby by the auditorium did not have a plumbing chase. The existing piping was routed in existing block wall (CIUJ was modified for piping by others). Provide a gypsum partition to create a new plumbing chase for these drinking fountains. Provide a 20A-3P feed in the nearest electrical panel to feed AHU-1. Provide (2) new ceiling fans in room 208 match the ones purchased already for this project. In west 122, switch fixture type to be F4 (not F6) and put these fixtures on the nearest emergency lighting circuit. 								

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

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

August Capital Construction Change Order Log

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total Contract % of Contract	
Lee School	2012-26331-SIP	\$3,530,262	Frieder Construction Co.	\$54,106	\$0	\$0	\$3,584,368	1.53%	
Change Order Descriptions									
<ul style="list-style-type: none"> 1. Locate differential pressure sensor as shown on the attached MSK-01. 2. Existing air conditioning accessories as noted in the response to RFI #10 according to the Chicago Building Code. 3. Unused portion of existing louvers as indicated in MSK-10 AND MSK-11 attached. Note the new UV's and FCU's are installed at the interior face of the exterior wall and more than 6" of ductwork. GC to coordinate in the field. Relocate existing pull box for voice and data cabling at East Corridor 143, located outside the MDF Room 131. Pull box to be relocated approximately 4'-0" west and 3'-0" south of the existing location. A new pull box of reduced size (approximately 16"x16"x6") may be provided to accommodate adjacent branch piping at this location. Revise response to RFI #2 in the following ways: Indicate the minimum flow rate on the plans and in the sequence of operation. Show the location of the flow meter form detail 5M7.5 on the return line. Eliminate relief valve shown on bypass line. Remove detail 3/M6.3 to control unit ventilator via the voltage stat only. 				\$35,000	\$14,876	\$4,230			
Dixon School	2012-22871-BLR	\$5,636,935	AI-Bry Construction	\$65,599	\$0	\$0	\$5,602,534	1.18%	
Change Order Descriptions									
<ul style="list-style-type: none"> 1. Change Label of doors 011-S and 011-N from C label to B label. 2. Provide additional Fire Alarm devices noted on drawings attached. 3. Provide anti-microbial water closet seats per Chicago Plumbing Code. (RFI #6) 4. For clarification, see Refrigeration Schedule noted on drawings attached. 				\$65,599					
Hayt School	2012-23621-ADA	\$1,965,000	Miller	\$12,291	\$0	\$0	\$1,977,291	0.66%	
Change Order Descriptions									
<ul style="list-style-type: none"> Provide lightweight concrete floor topping over existing Auditorium floor slab to fill all voids and provide suitable surface for specified GeoForm installation. Existing slab (clay tile slab in-fill) and steel framing are at different elevations preventing GeoForm installation. Provide plastic seating color No. 110, Burgundy for all new seats provided under this contract in lieu of the manufacturer standard colors. 				\$8,111	\$3,180				

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

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

August Capital Construction Change Order Log

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Nash School	2012-24641-CSP	\$7,314,420	Walsh Construction Company	\$19,873	\$45,070	\$0	\$7,359,490	0.82%
			Change Order Descriptions					
			<ul style="list-style-type: none"> During the excavation for new footing/foundation at vestibule A per the contract drawings a conduit was discovered. This conduit is the feed for the fire pump. Provide pricing to relocate this existing line which begins just outside of sprinkler room 008B and ends at a power pole just north of entrance drive off of Lamon Ave. Application of vacuum breakers for hose bibb back-flow prevention was designed in accord with Chicago Building Code para. 18-29-606.15.6 (attached). During the excavation for the elevator pit at the annex building an existing concrete foundation and slab were found. Remove the these discovered items in their entirety for the area in conflict with the scope of work. Provide pricing to color match "Benjamin Moore Hot Apple Spice 2005-20" as a KEIM CONCRETEAL W. Below the existing auditorium slab where there are new steel beams being installed relocate the 4 existing conduits. Revise the door hardware set 52 for door 021, 121, 221 & 321 to be for a B label door. Credit door push/pulls, deadbolts, for exit rim device with mortise locks, coordinators and automatic flush bolts. 					
DuSable Campus	2011-46641-MCR	\$12,540,000	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	\$79,636	\$79,636	(\$9,661)	\$12,609,955	0.56%
			Change Order Descriptions					
			<ul style="list-style-type: none"> Roof Areas M, O, P & Q - Demolish existing clay tile arches and topping, approx. 740 s.f. (185 s.f. @ 4 locations). Furnish and install new metal roof deck over existing structural steel members. 	\$79,636				
Mount Vernon School	2012-24601-MCR	\$4,365,435	All-Bry Construction	\$19,272	\$23,936	\$0	\$4,389,371	0.55%
			Change Order Descriptions					
			<ul style="list-style-type: none"> During demolition of boiler parapet wall, mason discovered 8" wide x 1'-5" deep of additional deteriorated masonry below roof deck adjacent to rebuilt veneer masonry. Provide cost for removal & rebuilding 8" wide x 1'-6" deep of masonry below roof deck at boiler parapet wall for 147 linear feet. Per site meeting weld rebar to top of channel in lieu of attaching to concrete deck. During review of OTS drawings environmental engineer discovered additional ACM pipe removal at Storage Room adjacent Boiler Room under Engineer's Office and Janitor's Office. 	\$19,272				
Rogers School	2012-25141-MCR	\$5,201,460	Reliable & Associates Construction Co.	\$10,270	\$10,270	\$0	\$5,211,730	0.20%
			Change Order Descriptions					
			<ul style="list-style-type: none"> To accommodate People's Gas requirements for the design of the new gas service: 1. Revise location of new gas service to the south side of the building in the southwest corner. 2. Provide 4'x8' concrete pad with foundation to frost line. 	\$10,270				
Hearst School	2012-23871-ADA	\$2,701,905	Miller	\$5,314	\$5,314	\$0	\$2,707,219	0.20%
			Change Order Descriptions					
			<ul style="list-style-type: none"> Remove ACM from existing pipe above concealed ceiling at Toilet Room 008. 	\$5,314				

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

CHICAGO PUBLIC SCHOOLS
DEPARTMENT OF OPERATIONS

August Capital Construction Change Order Log

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Conver Military Academy	2012-46381-SJP	\$24,740,802	Frederer Construction Co.	\$46,143	\$46,143	\$0	\$24,786,945	0.19%
<u>Change Order Descriptions</u> • A 6' H curtain wall bracket was designed to attach back to the existing structure. In particular, it is supposed to attach to an existing 8' high "Y" member. Although this is correct for some areas, it is not the condition in 5 of the 7 curtain wall areas. At these areas, the height of the "Y" member is approximately 3 to 3-1/2' High.								
Cameron School	2012-22531-ICR	\$754,077	Wight Construction (Wight & Company)	\$530	\$530	\$0	\$754,607	0.07%
<u>Change Order Descriptions</u> • Price was to remove and dispose of abandoned waste line not shown on design drawings.								
Marquette School	2012-24041-CSP	\$3,121,515	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	\$2,014	\$2,014	\$0	\$3,123,529	0.06%
<u>Change Order Descriptions</u> • Bulletin#3 - Change door 145A from aluminum door to an FRP door. Credit has been included for re-using existing frame. • Per Permit review, furnish and install two (2) additional UN-3 signs (Per Bulletin #3)								
Hope College Prep High School	2011-31131-BUR	\$4,998,000	Frederer Construction Co.	\$1,346	\$1,346	\$0	\$4,999,346	0.03%
<u>Change Order Descriptions</u> • Wall configuration changes to accommodate MOPD requirements at doors 170B.1 and 17B.1.								
Cameron School	2012-22531-MCR	\$8,078,747	Frederer Construction Co.	\$1,519	\$1,519	\$0	\$8,078,266	0.02%
<u>Change Order Descriptions</u> • Existing sprinkler head is located above new exposed emergency power feeder conduit. • No light fixture shown a new ATS Room 043A. • No flooring is indicated for the elevator. • Exposed ductwork at ceiling of Teachers Lounge indicated on Drawing M2.1A. No make-up air means shown at Toilet Room 305A.								
Curtis School	2011-23061-MCR	\$3,250,000	Chicago Commercial Contractors, LLC	(\$5,625)	(\$5,625)	(\$2,614)	\$3,241,761	-0.25%
<u>Change Order Descriptions</u> • Unused allowances.								
Sutherland School	2011-25561-SIP	\$5,102,200	CMM Group, Inc.	(\$65,994)	(\$65,994)	\$0	\$5,038,206	-1.29%
<u>Change Order Descriptions</u> • Unused Allowances.								
Woodson South School	2012-28541-CSP	\$361,882	Alt-Bry Construction	(\$336,415)	(\$336,415)	\$0	\$25,467	-82.96%
<u>Change Order Descriptions</u> • GC Administrative Setup due to project cancellation.								
Total Change Orders:				\$982,890				

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

12-0822-PR14

**AMEND BOARD REPORT 10-1215-PR8
APPROVE ENTERING INTO AN AGREEMENT WITH AT&T MOBILITY NATIONAL ACCOUNTS, LLC
FOR CELLULAR SERVICES, APPLICATIONS, EQUIPMENT, ACCESSORIES AND SUPPORT
SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with AT&T Mobility National Accounts, LLC ("AT&T Mobility") to provide cellular services, equipment, accessories, applications, cellular-based technology solutions and support services for Chicago Public Schools ("CPS"). This agreement is eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") as part of the E-Rate program. The total amount of the contract shall not exceed ~~\$9,224,509.00~~ \$6,792,282.00, but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed ~~\$6,082,080.18~~ \$4,411,463.16. AT&T Mobility was selected on a competitive basis pursuant to Board Rule 7-2. A written document is currently being negotiated. No services shall be provided by AT&T Mobility and no payment shall be made to AT&T Mobility prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This August 2012 amendment is necessary to amend the contract to reflect negotiated lower rates with AT&T Mobility to realize cost savings to the District. A written amendment to the agreement is required.

SPECIFICATION NUMBER: 10-250051

Contract Administrator: ~~Martha Escareno/773-553-2284~~ Ethan Sinnema / 773-553-3295

VENDOR: AT&T Mobility National Accounts, LLC
7229 Parkway Drive
Hanover, MD 20176
Contact: Margaret Snyder
Telephone No.: (312) 961-3247
Vendor No. 59509

USER: Chicago Public Schools
Information & Technology Services
125 South Clark Street, 3rd Floor
Chicago, Illinois 60603
Contact: ~~Archele Stevens~~ Lachlan Tidmarsh, Chief Information Officer
Katie Zalewski, Telecommunications Manager
Telephone No.: (773) 553-1300

TERM:

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

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES: AT&T Mobility will provide cellular services, equipment, accessories, applications, cellular-based technology solutions and support services for Chicago Public Schools ("CPS"). Applications and support services include, but are not limited to, text messaging, cellular/radio, push-to-talk features, data cards, Blackberry Enterprise Server (BES) maintenance, BES managed services, Global Positioning System (GPS) services for tracking cellular units and vehicles, and other cellular technology solutions to enable cellular-based initiatives or enhance cellular coverage throughout the District. CPS cellular-based special programs covered under this agreement include Community-based safe passage initiatives as well as CPS' bus and vehicle tracking program using GPS technology.

DELIVERABLES: AT&T Mobility will provide the Board with cellular services, equipment, accessories, applications, cellular-based technology solutions and support services through the end of fiscal year 2014 including GPS bus and vehicle tracking and community-based safe passage cellular programs..

OUTCOMES: AT&T Mobility's services will result in the Board having continuous cellular services, equipment, accessories, applications, cellular-based technology solutions and support services through the end of fiscal year 2014.

COMPENSATION: AT&T Mobility shall be paid as follows: Upon monthly invoicing, at a total cost not to exceed ~~\$9,224,509.00~~ \$6,792,282.00, of which approximately ~~\$3,663,987.00~~ \$2,768,394.00 is eligible for, but not contingent upon, E-Rate discounts. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed ~~\$6,082,080.18~~ \$4,411,463.16. Services, equipment, accessories, applications and support services requested by Board departments or schools and funded via the Board's 124 funding mechanism shall not exceed \$350,000.00 annually and are included in the not to exceed cost to the Board.

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 the Chief Information 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 Revised Remedial Plan for Minority and Women Business Enterprise Participation in Goods and Services Contracts. The MWBE participation goals for the contract include: 25% MBE and 5% WBE participation.

The Vendor has identified the following participation:

Total MBE - 25% **United Building Maintenance**
165 Easy St.
Carol Stream, IL 60188

Total WBE - 5% **Archon Construction Co.**
563 S. Route 53
Addison, IL 60101

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

FINANCIAL:

		FY12	FY13	FY14	TOTAL
Annual Eligible		\$1,178,394.00	\$1,219,797.00	\$1,266,796.00	\$3,663,987.00
	CPS-14%	\$164,975.16	\$170,774.68	\$176,844.44	\$611,668.48
	SLD-86%	\$1,013,418.84	\$1,049,026.42	\$1,079,984.66	\$3,142,428.82
Annual InEligible		\$1,323,888.00	\$1,458,636.00	\$1,737,998.00	\$4,520,522.00
Annual InEligible-124 Funds		\$350,000.00	\$350,000.00	\$350,000.00	\$1,050,000.00
		\$2,852,282.00	\$3,028,433.00	\$3,343,794.00	\$9,224,509.00
					-
CPS PAYS	12540-230-54405-254501-000000	\$1,488,863.16	\$1,629,407.58	\$1,913,809.44	\$6,032,080.18
CPS PAYS	12510-124-54405-254501-169400	\$350,000.00	\$350,000.00	\$350,000.00	\$1,050,000.00
SLD PAYS		\$1,013,418.84	\$1,049,026.42	\$1,079,984.66	\$3,142,428.82
		\$2,852,282.00	\$3,028,433.00	\$3,343,794.00	\$9,224,509.00

REVISED FINANCIAL:

		FY12	FY13	FY14	TOTAL
Annual Eligible		\$1,178,394.00	\$775,000.00	\$815,000.00	\$2,768,394.00
	CPS-14%	\$164,975.16	\$108,500.00	\$114,100.00	\$387,575.16
	SLD-86%	\$1,013,418.84	\$666,500.00	\$700,900.00	\$2,380,818.84
Annual InEligible		\$1,323,888.00	\$805,000.00	\$845,000.00	\$2,973,888.00
Annual InEligible-124 Funds		\$350,000.00	\$350,000.00	\$350,000.00	\$1,050,000.00
		\$2,852,282.00	\$1,930,000.00	\$2,010,000.00	\$6,792,282.00
CPS PAYS	12540-230-54405-254501-000000	\$1,488,863.16	\$913,500.00	\$959,100.00	\$3,361,463.16
CPS PAYS	various departments	\$350,000.00	\$350,000.00	\$350,000.00	\$1,050,000.00
SLD PAYS		\$1,013,418.84	\$666,500.00	\$700,900.00	\$2,380,818.84
		\$2,852,282.00	\$1,930,000.00	\$2,010,000.00	\$6,792,282.00

12510-124-54405-254501-000000-2014	\$350,000.00
12510-124-54405-254501-000000-2012	\$350,000.00
12510-124-54405-254501-000000-2013	\$350,000.00
12540-230-54405-254501-000000-2012	\$1,488,863.16
12540-230-54405-254501-000000-2013	\$1,629,407.58 \$913,500.00
12540-230-54405-254501-000000-2014	\$1,913,809.44 \$959,100.00

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-P04), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

Vice President Ruiz abstained on Board Report 12-0822-PR14.

12-0822-PR15

APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF AUDIO VISUAL EQUIPMENT AND INSTALLATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreements with various vendors for the purchase of Audio Visual Equipment and Installation Services for use by all Chicago Public Schools, Network Offices and Central Office Departments at a total cost for the option period not to exceed \$2,000,000 in the aggregate. 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 : 09-250017

Contract Administrator : Flores, Miss Nanzi / 773-553-2273

USER INFORMATION :

Contact: 12210 - Procurement and Contracts Office
125 South Clark Street 10th Floor
Chicago, IL 60603
De Longeaux, Mr. Sebastien
773-553-2280

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report #09-0826-PR4 as amended by #09-1216-PR2) in the amount of \$2,500,000 were for a term commencing September 1, 2009 and ending August 31, 2011, with the Board having two (2) options to renew for one (1) year terms. The agreements were renewed (authorized by Board Report 11-0727-PR2) for a term commencing September 1, 2011 and ending August 31, 2012. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of each agreement is being renewed for one (1) year commencing September 1, 2012 and ending August 31, 2013.

OPTION PERIODS REMAINING:

There are no options remaining.

DELIVERABLES:

Vendor will continue to provide various audio visual equipment and installation services, including, but not limited to, projection screens, audio equipment carts, interactive whiteboards, LCD displays, document cameras and general studio equipment. Schools, Network Offices and Central Office Departments may purchase equipment and installation services at their option via requisitions to Procurement and Contracts who will then assign a purchase order to the vendors.

Vendor Name and Category(s) awarded to each vendor are indicated below:

1. Central Audio-Visual Equipment, Inc. - Category #4 (carts) and Category #5 (Interactive Whiteboards & LCD Displays).
2. Interstate Electronics Co. - Category #3 (Audio), and Category #6 (General Studio Equipment).
3. GPR Inc. - Category #5 (Interactive Whiteboards & LCD Displays).
4. Troxell Communications, Inc. - Category #2 (Projection Screens), Category #4 (Carts) and Category #5 (Interactive Whiteboards & LCD Displays).

OUTCOMES:

These purchases will result in the Board having continuous audio visual equipment and installation services through the end of Fiscal Year 2014.

COMPENSATION:

Vendors shall be paid during this option period in accordance with the unit prices in their respective agreement; total not to exceed the aggregate sum of \$2,000,000.00 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 Chief Procurement Officer to execute all ancillary documents required to administer or effectuate the option agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 8 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is in full compliance with the requirements of the Office of Business Diversity. The M/WBE goals for this agreement are 30% MBE and 7% WBE participation.

The Vendors have scheduled the following:

Central Audio Visual

Total MBE - 93%
Central Audio Visual Equipment, Inc.
375 Roma Jean Parkway
Streamwood, IL 60107
Contact: Jonathan Bashir

Total WBE - 7%
Square J., LLC
3N774 Walt Whitman Road
St. Charles, IL 60175
Contact: Janine Girzados

Interstate Electronics

Total MBE - 30%
Live Wire Electrical Systems, Inc.
3612 Wheelwood Court
Hazel Crest, IL 60429
Contact: Audray Harris

J M Polcurr, Inc.
10127 West Roosevelt Road
Westchester, IL 60154
Contact: John Marquez

Total WBE - 7%
Cable Communication, Inc.
6200 South Oakley
Chicago, IL 60636
Contact: Susan Hurley

Advotek, Inc.
148 Ogden Ave.
Downers Grove, IL 60515
Contact: Diana Conley

GPR, Inc.

Total MBE - 93%
GPR, Inc.
1507 East 53rd Street, Suite 104
Chicago, IL 60615
Contact: Mike James

Total WBE - 7%
Merry Green Promotions Group
800 West Huron, Suite 3NW
Chicago, IL 60622
Contact: Merry Green

Troxell Communications

Total MBE - 30%
Ampere Electric Company
399 Wall Street, Unit K
Glendale Heights, IL 60139
Contact: Saghar Ali Bakhtiani

L.N.D. Electric Company, Inc.
9500 South Avenue L
Chicago, IL 60617
Contact: Nicolas Viveros

Total WBE - 7%
Cable Communications, Inc.
6200 South Oakley Ave.
Chicago, IL 60636
Contact: Mike Bartles

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to various departments and schools (not to exceed): \$2,000,000.00
Fiscal Year: 2013-2014
Fiscal Year 2014 funding is contingent upon budget approval.
Source of Funds: Various

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

- 1) Vendor # 36633
CENTRAL AUDIO-VISUAL EQUIP
375 ROMA JEAN PARKWAY
STREAMWOOD, IL 60107
Jonathan Bashir
800-323-4239
- 2) Vendor # 27990
INTERSTATE ELECTRONICS CO.
600 JOLIET ROAD
WILLOWBROOK, IL 60527
Gregory P. Kuzmic
630-789-8700

- 3) Vendor # 37855
GPR AUDIO/VISUAL, INC
1507 E. 53RD ST., #104
CHICAGO, IL 60615
Michael James
312-636-9194
- 4) Vendor # 22041
Troxell Communications, Inc.
847 South Randall Rd., PMB #328
Elgin, IL 60123
Kevin LeBlanc
847-683-9514

12-0822-PR16

APPROVE EXTENDING THE AGREEMENT WITH VARIOUS VENDORS FOR THE PURCHASE OF JANITORIAL PRODUCTS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve extending the agreements with various vendors for the purchase of janitorial products for all departments and schools at a cost not to exceed \$1,000,000.00 for six (6) months extension period commencing September 29, 2012 and ending March 31, 2013. A written documents extending the agreements are currently being negotiated. No janitorial products shall be ordered from any vendor and no payment shall be made to any vendor during the extension 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 extension stated below.

USER INFORMATION :

Contact:
12210 - Procurement and Contracts Office
125 South Clark Street 10th Floor
Chicago, IL 60603
Knowles, Miss Demetra
773-553-3256

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 08-1022-PR1) in the amount of \$10,000,000.00 were for the term commencing October 22, 2008 and ending September 30, 2010, with the Board having one (1) option to renew for two (2) years. The Board approved the assignment and assumption of the agreement with United Supply Services to Standard Companies as authorized by Board Report 10-0728-PR8. The original agreements were renewed pursuant to Board Report 10-0825-PR1 in the amount of \$3,000,000.00 for the term commencing October 1, 2010 and ending September 28, 2012. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1 (Specification No.: 07-250000).

OPTION PERIOD:

The term of each agreement is being extended for six (6) months commencing September 29, 2012 and ending March 31, 2013.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendors will continue to provide janitorial products specified in their respective agreements.

DELIVERABLES:

Vendors will continue to provide janitorial products in the following categories: A1 - Floor Care/Carpet; A2 - Cleaning; A3 - Mops/Brooms/Dust Mops/Buckets; A4 - Miscellaneous; and A5 - Optional. The categories awarded to each vendor are indicated on the original Board Report and in their respective agreements.

OUTCOMES:

These contracts will result in better products and better pricing for all schools.

COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in their respective agreement; not to exceed the sum of \$1,000,000.00 in the aggregate for all vendors.

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 option document. Authorize Chief Procurement Officer to execute all ancillary documents required to administer or effectuate this extension.

AFFIRMATIVE ACTION:

Pursuan to Section 5.2 of 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. The goals for this contract are 26% MBE and 5% WBE participation. Thus, contracts for subsequent vendors from the pool created by these contracts will be subject to compliance review and a contract-by-contract basis. Aggregated Compliance on the vendors in the pool will be monitored on a monthly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Various Schools and central office departments - Fiscal Year 2013, Budget Classification: XXXXX-230-53405-254002(254008)-000000 \$1,000,000.00.

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

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|----|---|----|--|
| 1) | Vendor # 11933
AZTEC SUPPLY CORP. M
5024 W. 67TH STREET
CHICAGO, IL 60638
Daniel J. Marquez
708-594-6080
708-574-6080 | 4) | Vendor # 27135
CHEMCRAFT INDUSTRIES
2345 W ROSCOE STREET
CHICAGO, IL 60618
Marty Munez
773-929-6800
773-929-3925 |
| 2) | Vendor # 29609
B AND L DISTRIBUTORS, INC. M
PO BOX 295
ARGO, IL 60501
Donna Alm
773-285-2300
773-285-2321 | 5) | Vendor # 29369
DUMORE SUPPLIES, INC.
P O BOX 16200
CHICAGO, IL 60616-0000
Howie Rosenstein
312-949-6260
312-949-6268 |
| 3) | Vendor # 29100
BIOTEK CORPORATION
2401 GARDNER RD.
BROADVIEW, IL 60155
Michael Gluck
708-343-4470
708-343-4476 | 6) | Vendor # 27853
EQUITY INDUSTRIAL, SUPPLY M
2000 S. 25TH AVE., STE A
BROADVIEW, IL 60155
Robert G. Butler
708 450-0000
708-450-0001 |

8) Vendor # 10702
KMI SUPPLIES, INC
3020 MALMO DRIVE
ARLINGTON HEIGHTS, IL 60005
Bud Peth
847-228-8300
847-290-9471

12) Vendor # 51784
ONYX DISTRIBUTION & SERVICES
P.O. BOX 16801
CHICAGO, IL 60616-0801
Freed Muldoon
312-421-6699
708-752-0113

9) Vendor # 37382
KRANZ, INC.
2200 DEKOVEN AVE.
RACINE, WI 53403
Joe Ciarocchi
262-638-2259
262-638-2202

13) Vendor # 21652
PCS INDUSTRIES
7650 WEST 185TH STREET
TINLEY PARK, IL 60477
Larry Cavanaugh
708-371-9140
708-371-2429

10) Vendor # 28922
LAPORT CHEMICAL & SUPPLY, INC.
2443 W. 16TH STREET
CHICAGO, IL 60608
Jeffrey Laport
312-421-8881
312-421-8887

14) Vendor # 44643
STANDARD COMPANIES
2601 S. ARCHER
CHICAGO, IL 60608
George Bonomo
312-225-2777
312-225-2964

Vice President Ruiz abstained on Board Report 12-0822-PR16.

12-0822-PR17

**APPROVE THE PRE-QUALIFICATION STATUS OF CONSULTANTS TO PROVIDE PROFESSIONAL
AUDIT AND MANAGEMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of consultants to provide professional audit and management services at a cost not to exceed \$2,000,000.00 in the aggregate and approve entering into a written master agreement with each consultant. Consultants were selected on a competitive basis pursuant to Board Rule 7-2. A written master agreement for consultants is currently being negotiated. No services shall be provided by and no payment shall be made to any consultant prior to the execution of their written master agreement. The pre-qualification status approved herein for each consultant shall automatically rescind in the event such consultant 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.

Specification Number : 11-250052

Contract Administrator : Seanior, Miss Pamela Dorcas / 773-553-2254

USER INFORMATION :

Contact: 12210 - Procurement and Contracts Office
125 South Clark Street 10th Floor
Chicago, IL 60603
Seanior, Miss Pamela Dorcas
773-553-2254

TERM:

The term of this pre-qualification period and each master agreement is 2 years, effective September 1, 2012 and ending August 31, 2014. The Board shall have the right to extend the pre-qualification period and each master agreement for 1 additional 2 year period.

SCOPE OF SERVICES:

Each pre-qualified consultant shall provide those types of services identified in their agreement. User will send proposed statement(s) of work to all consultants pre-qualified in the category of services being requested. The Various Professional and Audit Management Services are:

- a. Actuarial Business Process and Consulting Services;
- b. Annual Financial Auditing;
- c. Arbitrage Calculation Review/Auditing;
- d. Auditing of Management Information Systems;
- e. Business Consulting Practices;
- f. Compensation Review/Auditing;
- g. Construction Auditing;
- h. Creation of Management Systems including Databases;
- i. Education Consulting with a Financial Audit Component;
- j. Financial Auditing and Accounting;
- k. Forensic Auditing and Investigative Services;
- l. Insurance Claims Review/Auditing;
- m. Internal Auditing;
- n. Management Auditing of Administrative Functions at the Central Office; and
- o. Procedural Methodology Review.

COMPENSATION:

The sum of payments to all pre-qualified consultants for the pre-qualification term shall not exceed \$2,000,000.00 in the aggregate.

USE OF POOL:

Departments and schools are authorized to receive services from the pre-qualified pool as follows: Consultants will respond to statements of work (SOW) for Professional Audit and Management Services from departments and schools.

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 Procurement Officer to execute all ancillary documents required to administer or effectuate the master agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract method for MBE/WBE participation will be utilized. Thus, assignments for subsequent vendors from the pool created by this contract will be subject to compliance reviews on an assignment-by-assignment basis. Compliance of the vendors in the pool will be reported in the aggregate on a monthly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Various Departments

Budget Classification: Various

Requisition Number: Various

Fiscal Year: 2012-2014

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

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- 1) Vendor # 89952
BAKER TILLY VIRCHOW KRAUSE, LLP
205 N. MICHIGAN AVE.
CHICAGO, IL 60601-5927
John Rossi - john.ross@bakertilly.com
312 729-8000
630-990-0039
Category: B,D,E,F,G,H,J,K,L,M,N,O
- 2) Vendor # 31413
BENFORD BROWN & ASSOCIATES LLC
8334 S. STONY ISLAND AVE.
CHICAGO, IL 60617
Kimi Ellen - kellen@benfordbrown.com
773 731-1300
773-731-1301
Category: B,D,E,F,G,I,J,K,L,M,N,O
- 3) Vendor # 29230
CATALYST CONSULTING GROUP, INC
211 W WACKER DRIVE, SUITE 450
CHICAGO, IL 60606
Travis W. Bloomfield -
travis.bloomfield@catconsult.com
312 629-0750
312-629-0751
Category: A,C,D,E,F,G,H,I,J,K,L,M,N,O
- 4) Vendor # 89610
CENDROWSKI CORPORATE ADVISORS,
LLC II
180 NORTH LASALLE ST., STE 2620
CHICAGO, IL 60601
James Martin - jpm@cendusel.com
866 717-1607
866-941-0004
Category: D,E,I,J,K,M,O
- 5) Vendor # 97406
CLIFTONLARSONALLEN, LLP
1301 WEST 22ND STREET., STE 1100
OAK BROOK, IL 60523
Todd A. Sprang -
todd.sprang@cliftonlarsenallen.com
630 573-8600
630-573-0798
Category: B,C,D,E,G,H,I,J,K,L,M,N,O
- 6) Vendor # 91172
CROWE HORWATH LLP
70 WEST MADISON STREET., STE 700
CHICAGO, IL 60602
Robert S. Dobis -
bob.dobis@crowenorwath.com
312 899-5499
312-899-5300
Category: B,C,D,E,F,G,H,I,J,K,L,M,N,O

- | | |
|---|---|
| <p>7) Vendor # 34148
 GERARDO G. LIWANAG & ASSOC., CPA'S
 236 WAUKEGAN ROAD
 GLENVIEW, IL 60025
 Gerardo Liwanag - gglassoc@msn.com
 847 724-4331
 847-724-4418
 Category: B,E,F,I,J,L,M,N,O</p> | <p>10) Vendor # 68985
 RINGOLD FINANCIAL MANAGEMENT SERVICES, INC
 850 SOUTH WABASH #210
 CHICAGO, IL 60605
 Michelle Ringold - mring@ringoldfinancial.com
 312 566-9705
 312-566-9736
 Category: B.E.F.G.I,J,K,M,N,O</p> |
| <p>8) Vendor # 25985
 GLADYS R. WILSON & ASSOCIATES PC
 3439 N HARLEM AVE
 CHICAGO, IL 60634
 Sandra Wilson - sandyw@gladyswilsonassoc.com
 773 286-2135
 773-286-5513
 Category: B,E,J,M,N,O</p> | <p>11) Vendor # 29639
 VELMA BUTLER & CO., LTD.
 6 EAST MONROE, STE. 400
 CHICAGO, IL 60603-0000
 Velma Butler - vbande@aol.com
 312 419-1547
 312-419-1798
 Category: B,D,E,F,G,J,L,M,N,O</p> |
| <p>9) Vendor # 26085
 OMOTOSHO & ASSOCIATES, CPAs LLC
 1525 E 53RD ST., SUITE 620
 CHICAGO, IL 60615-0000
 Akin E. Omotosho - omotosho@omotoshocpa.net
 773 752-0035
 773-752-0037
 Category: B,C,D,E,F,G,H,I,J,K,L,M,N,O</p> | |

Vice President Ruiz abstained on Board Report 12-0822-PR17.

12-0822-PR18

APPROVE ENTERING INTO AN AGREEMENT WITH AAA RENTAL SYSTEM FOR RENTAL SUPPORT OF EQUIPMENT AND SUPPLIES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with AAA Rental System to provide Rental Support of Equipment and Supplies to all schools and Departments at a total cost not to exceed \$300,000. Vendor was selected on a competitive basis pursuant to a RFQ issued by the City of Chicago (City) and the parties entering into a Master Contract (City's Master Contract). The Board desires to purchase Rental Support of Equipment and Supplies based upon the City's Master Contract under Board Rule 7-2.4, which authorizes the Board to purchase biddable items from vendors who have contracted with other governmental entities. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 84395 (City Of Chicago Rfq)

Contract Administrator : Matthews, Ms. Trineda L. / 773-553-3204

VENDOR:

- 1) Vendor # 48036
AAA RENTAL
3020 W. 167TH STREET
MARKHAM, IL 60426
Jay Heiferman
708 210-1200

USER INFORMATION :

Contact: 12210 - Procurement and Contracts Office
125 South Clark Street 10th Floor
Chicago, IL 60603
Matthews, Ms. Trineda L.
773-553-3204

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end on July 31, 2014.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

The Vendor will furnish and deliver various equipment and supplies on a rental basis.

DELIVERABLES:

The Vendor will: (1) furnish and deliver various rental equipment and supplies; (2) set-up and removal of delivered rental equipment and supplies.

OUTCOMES:

These purchases will result in the availability of various rental equipment and supplies for meeting/events hosted by schools or Departments.

COMPENSATION:

Vendor shall be paid during the term of this agreement upon invoicing, as specified in the contract; total compensation for the term of this agreement not to exceed the sum of \$300,000.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Vendor shall be bound by the MBE/WBE requirements set forth by the City of Chicago in the Master Contract; which were set at 16.9% for MBE and 4.5% for WBE participation. Vendor shall be allowed to utilize the same MBE/WBE participants for its CPS agreement as those proposed for its City of Chicago agreement.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Various Schools and Central Office Departments Fiscal Years: 2012-2015
Budget Classification: 54510 Leasing Source of Funds: Various

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

12-0822-PR19

APPROVE ENTERING INTO AN AGREEMENT WITH A.T. KEARNEY FOR STRATEGIC SOURCING CONSULTANT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with A.T. Kearney to provide Strategic Sourcing Consultant Services to the Department of Procurement and Contracts at a total cost not to exceed \$3,000,000.00. Payments, except the upfront payment of \$250,000 are contingent upon achieving savings. A.T. Kearney was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for A.T. Kearney's services is currently being negotiated. No services shall be provided by A.T. Kearney and no payment shall be made to A.T. Kearney prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 12-250024

Contract Administrator : Sinnema, Mr. Ethan Cedric / 773-553-3295

VENDOR:

- 1) Vendor # 64919
A.T. KEARNEY, INC
222 WEST ADAMS ST., STE 2600
CHICAGO, IL 60606
Kish Khemani
312 223-6217

USER INFORMATION :

Contact:
12210 - Procurement and Contracts Office

125 South Clark Street 10th Floor

Chicago, IL 60603

De Longeaux, Mr. Sebastien

773-553-2280

TERM:

The term of this agreement shall commence on August 23, 2012 and shall end on August 22, 2013. This agreement shall have two (2) options to renew for periods of one (1) year each. Savings goals and payments will be negotiated for any renewals.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

A.T. Kearney will execute strategic sourcing initiatives and category strategies to assist the Board in achieving year-over-year cost savings and creating sustainable procurement best practices. A.T. Kearney will conduct their work through a two-phased approach.

In Phase One, A.T. Kearney will analyze and execute strategies for the procurement of goods and services that can rapidly generate value to the Board.

At the conclusion of Phase One, a CPS Steering Committee will review the outcomes and savings generated through Phase One and determine whether to proceed with Phase Two. If the Steering Committee agrees to proceed with Phase Two, the funding for the consulting support for Phase Two will be paid from savings expected from Phase One. The Board is under no obligation to proceed with Phase Two, regardless of the amount of savings achieved in Phase One.

In Phase Two, A.T. Kearney will execute strategies for more complex categories, which include the sourcing of Food, Transportation, and Construction.

DELIVERABLES:

A.T. Kearney will provide a:

- Review of the Current State:
 - A detailed break-down of the current total cost of delivery (internal and external).
 - A review of the supply/demand market for each category.
 - A review of the key cost drivers and price trends.
 - A gap analysis vs. best practices identified through proven benchmarks.
- Three (3) Year Category Strategy
 - A sourcing strategy for each category.
 - A detailed comparison of the current total cost of delivery vs. the "should-be" cost model and a recommended target.
 - A review of the recommended levers with related financial impact.
 - A year-over-year cost roadmap.
- Detailed Action Plan and Implementation of Cost Saving Strategies
 - Assistance with the sourcing process for key categories including the procurement process, negotiation process, and contract execution.
 - A best-in-class category management methodology based on actual work done for specific categories.

OUTCOMES:

A.T. Kearney's services will result in significant cost savings and best-in-class category management methodology and strategy for key procurement categories.

COMPENSATION:

A.T. Kearney will be compensated \$250,000.00 in up-front fees to provide services during Phase One. If A.T. Kearney generates \$2,500,000.00 in savings (identified by the difference in year-over-year cost per unit multiplied by the previous year's volume) during Phase One, A.T. Kearney will be compensated an additional \$250,000.00.

If the CPS Steering Committee agrees to continue A.T. Kearney's services for Phase Two, A.T. Kearney will be compensated an additional \$2,500,000.00, payable over five months, which will fund the execution of Phase Two. The compensation for A.T. Kearney for Phase Two will be paid from expected savings of at least \$5,000,000 during Phase One.

The total compensation payable to A.T. Kearney during the initial term will not exceed the sum of \$3,000,000.00.

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

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement include 10% total MBE and 5% total WBE participation. A.T. Kearney has committed to meeting the MBE/WBE goals, but required more time to identify the appropriate subcontractors that would be used to meet the goals. In an effort to meet Board deadlines, The Office of Business Diversity will grant A.T. Kearney a grace period of 30 days from the date the Board approves the agreement to submit all documentation in connection with their MBE/WBE plan.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge \$3,000,000.00 to unit #12670.
115.000000.1270.0119004 (Other General Charges) A57940 (Misc. Charges)

CFDA#: Not Applicable

GENERAL CONDITIONS:

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

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

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

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

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

President Vitale indicated that if there were no objections, Board Reports 12-0822-PR1 through 12-0822-PR19, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-0822-PR1 through 12-0822-PR19 adopted.

12-0822-MS1

ASSIGN THE NAME SARAH E. GOODE STEM ACADEMY TO THE NEW HIGH SCHOOL BEING ESTABLISHED AT 7651 S. HOMAN AVENUE

Assign the name Sarah E. Goode STEM Academy to the new high school being established at 7651 S. Homan Avenue.

On April 25, 2012, the Chicago Board of Education approved the establishment of a new high school to be located at 7651 S. Homan Ave, Chicago, IL 60652, Board Report: 12-0425-EX8, The high school was referred to in the establishment Board Report as Southwest Area ECSS for identification purposes. Upon the Board's approval to establish this new high school, input on a school name was sought from parents and the community members by way of voting at the Chicago Public Library at the Wrightwood Ashburn location. The following two school options were surveyed with results appearing in order of preference:

- 1) Sarah E. Goode STEM Academy
- 2) Southwest STEM Academy

The Chief of Schools recommends assigning the name Sarah E. Goode STEM Academy based on the results of the survey.

LSC REVIEW: Not applicable

AFFIRMATIVE ACTION: Not applicable

FINANCIAL: No cost to the Board at this time

12-0822-ED3

AMEND BOARD REPORT 12-0328-ED2

ADOPT REGULAR SCHOOL YEAR CALENDAR (TRACK R) FOR 2012-13 SCHOOL YEAR

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Adopt the regular school year calendar for elementary and high school for the year 2012-2013.

DESCRIPTION: The calendar indicates holidays, teacher institute days, professional development days, and days when schools are closed for extended periods of time.

The effect of this action would be to establish a regular school year.

The 2012-2013 calendar includes 180 student attendance days, 4 Teacher Institute days, 4 School Improvement days and 6 2 Professional Development days.

This August 2012 amendment is necessary to amend the classification of professional development (P.D.) days and reposition the teacher institute (T.I.) days on the 2012-2013 school calendar. This is necessary to support the School Improvement Waiver (Board Report 12-0725-EX2) that was approved by the Board of Education on July 25, 2012. Specifically, this amendment will change which of the ten non-student attendance days will be classified as teacher institute days, school improvement (SI) days, and/or other professional development days.

These are the specific changes:

Date	Original classification	Date	New Classification
August 29, 2012	P.D. day	August 29, 2012	T.I. day
August 30, 2012	P.D. day	August 30, 2012	T.I. day
August 31, 2012	P.D. day	August 31, 2012	T.I. day
January, 25, 2013	T.I. day	January, 25, 2013	S.I. day
March 29, 2013	T.I. day	March 29, 2013	S.I. day
June 18, 2013	T.I. day	June 18, 2013	S.I. day
June 19, 2013	P.D. day	June 19, 2013	S.I. day

It also clearly designates all the Board holidays applicable to staff.

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

FINANCIAL: The district is in the process of determining exact financial impact.

GENERAL CONDITIONS: Not applicable.

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Jean-Claude Brizard
Chief Executive Officer

2012-2013 TRACK R CALENDAR ELEMENTARY AND HIGH SCHOOLS

AUGUST	NOVEMBER	FEBRUARY	MAY
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	5 6 7RE 8RH 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31
SEPTEMBER	DECEMBER	MARCH	JUNE
4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28Q 29S	3 4 5 6 7 10 11 12 13 14 17Q 18S 19S 20e 21e 24e 25e 26e 27 28
OCTOBER	JANUARY	APRIL	JULY
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	7 8 9 10 11 14 15 16 17 18 21 22 23 24Q 25S 28 29 30 31	8 9 10RE 11RH 12 15 16 17 18 19 22 23 24 25 26 29 30	1 2 3 4* 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31

LEGEND	
Q End of Quarter	// Schools closed -- salary paid except as provided by budgetary action
T Teacher Institute Days	() Schools closed -- no salary paid
# Professional Development Days	RE Report card pickup -- Elementary schools
SI School Improvement	RH Report card pickup -- High schools
* Holidays	e Emergency day - school in session if student days fall below 170
Day Day of non attendance for students	

HOLIDAYS					
September 3	Labor Day	January 1	New Years Day	February 18	Presidents Day
November 12	Veterans Day	January 21	M. L. King's Birthday	May 27	Memorial Day
November 22, 23	Thanksgiving Holiday	February 12	Lincoln's Birthday	July 4	Independence Day
December 25	Christmas				

Note: Friday, November 23, December 25, January 1, July 4 are holidays for office employees. Columbus Day and Pulaski Day are now student attendance days.

- NOTES:**
- SCHOOL CALENDAR** -- The school calendar includes 180 days of student attendance, which is an increase of 10 student attendance days. Classes begin on Tuesday, September 4, 2012 (after Labor Day) Classes end on Monday, June 17, 2013 Both days are full days of school for students.
 - QUARTERS** -- Each quarter ends on the following day:
Q1 ends November 1, 2012 43 days Q3 ends March 28, 2013 42 days
Q2 ends January 24, 2013 45 days Q4 ends June 17, 2013 50 days
 - PROGRESS REPORT DISTRIBUTION DAYS** -- Schools will distribute progress reports during the 6th week of each quarter
Q1 October 10, 2012 Q3 March 6, 2013
Q2 December 12, 2012 Q4 May 15, 2013
 - REPORT CARD PICK-UP DAYS** -- Parents are asked to pick up reports after the first and third quarters. Beginning in the 2012-13 school year, report card pick-up will occur after school hours. School will end 3 hours early on these dates. Elementary schools are expected to run Report card pick-up session on November 7, 2012 and April 10, 2013. High schools are expected to run Report card pick-up session on November 8, 2012 and April 11, 2013.
 - REPORT CARD DISTRIBUTION DAYS** -- Report cards for the second and fourth quarters will be sent home on:
Q2 January 30, 2013
Q4 June 17, 2013
 - TEACHER INSTITUTE DAYS** -- Teacher institute days are non-attendance days for students. These days are approved by the State Superintendent of Instruction for teacher professional development. Teacher institute days are principal directed. Days include: August 29, 2012; August 30, 2012; August 31, 2012 and November 2, 2012
 - PROFESSIONAL DEVELOPMENT DAYS** -- Professional development days are non-attendance days for students. Professional development days are principal-directed. Days include: August 27, 2012; August 28, 2012
 - SCHOOL IMPROVEMENT DAYS** -- Days of non-attendance to conduct school improvement activities. These days are principal-directed. Days include: January 25, 2013; March 29, 2013; June 18, 2013 and June 19, 2013
 - VACATIONS** -- Schools are closed for the following breaks
Winter vacation -- Schools are closed from December 24, 2012 to January 4, 2013
Spring vacation -- Schools are closed from April 1, 2013 to April 5, 2013
 - GRADUATION DATES** -- Elementary and High School graduations cannot be held prior to June 10, 2013
 - PRESCHOOL AND KINDERGARTEN PREREGISTRATION** -- Suggested dates are March 25, 2013 - March 28, 2013

12-0822-ED4

AMEND BOARD REPORT 12-0725-ED5
AMEND BOARD REPORT 12-0627-ED7
AMEND BOARD REPORT 12-0328-ED3

ADOPT TRACK E SCHOOL YEAR CALENDAR FOR 2012-13 SCHOOL YEAR

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Adopt the Track E calendar for elementary and high schools for the year 2012-2013.

This June 2012 amendment is necessary to delete two schools from the Track E calendar. South Shore International College Prep and Corliss High School are moving to the Track R calendar for the purpose of increasing the planning time this summer and to prepare for STEM launch in the fall of 2013.

This July 2012 amendment is necessary to move Smith Elementary School from the Track E calendar to the Track R calendar.

This August 2012 amendment is necessary to amend the classification of professional development days and reposition the teacher institute days on the 2012-2013 school calendar. This is necessary to support the School Improvement Waiver (Board Report 12-0725-EX2) that was approved by the Board of Education on July 25, 2012. Specifically, this amendment will change which of the ten non-student attendance days will be classified as teacher institute days, school improvement days, and/or other professional development days.

These are the specific changes:

<u>Date</u>	<u>Original classification</u>	<u>Date</u>	<u>New Classification</u>
<u>August 8, 2012</u>	<u>P.D. day</u>	<u>August 8, 2012</u>	<u>T.I. day</u>
<u>August 9, 2012</u>	<u>P.D. day</u>	<u>August 9, 2012</u>	<u>T.I. day</u>
<u>August 10, 2012</u>	<u>P.D. day</u>	<u>August 10, 2012</u>	<u>T.I. day</u>
<u>January 25, 2013</u>	<u>T.I. day</u>	<u>January 25, 2013</u>	<u>S.I. day</u>
<u>March 29, 2013</u>	<u>T.I. day</u>	<u>March 29, 2013</u>	<u>S.I. day</u>
<u>June 18, 2013</u>	<u>T.I. day</u>	<u>June 18, 2013</u>	<u>S.I. day</u>
<u>June 19, 2013</u>	<u>P.D. day</u>	<u>June 19, 2013</u>	<u>S.I. day</u>

It also clearly designates all the Board holidays applicable to staff.

DESCRIPTION: The calendar indicates holidays, teacher institute days, professional development days, and days when schools are closed for extended periods of time.

The 2012-13 Track E calendar includes 180 student attendance days, 4 Teacher Institute days, 4 School Improvement days and 6-2 Professional Development days.

Two hundred and ~~forty-four~~ forty-three schools will operate on the Track E calendar for the 2012-13 school year. See attached list. No new Track E schools were added for the 2012-13 school year.

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

FINANCIAL: The district is in the process of determining exact financial impact.

GENERAL CONDITIONS: Not applicable.

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Jean-Claude Brizard
Chief Executive Officer

2012-2013 TRACK E CALENDAR ELEMENTARY AND HIGH SCHOOLS

AUGUST					NOVEMBER					FEBRUARY					MAY				
		1	2	3				1 RH	2					1			1	2	3
6	7	8	9	10	5	6	7	8	9	4	5	6	7	8	6	7	8	9	10
13	14	15	16	17	12	13	14	15	16	11	12	13	14	15	13	14	15	16	17
20	21	22	23	24	19	20	21	22	23	18	19	20	21	22	20	21	22	23	24
27	28	29	30	31	26	27	28	29	30	25	26	27	28		27	28	29	30	31

SEPTEMBER					DECEMBER					MARCH					JUNE				
3	4	5	6	7	3	4	5	6	7					1	3	4	5	6	7
10	11	12	13	14	10	11	12	13	14	4	5	6	7	8	10	11	12	13	14
17	18	19	20	21	17	18	19	20	21	11	12	13	14	15	17Q	18S	19S	20e	21e
24	25	26	27	28	24	25	26	27	28	18	19	20	21	22	24e	25e	26e	27	28
					31					25	26	27	28Q	29					

OCTOBER					JANUARY					APRIL					JULY				
1	2	3	4	5	31	1	2	3	4	1	2	3	4	5	1	2	3	4*	5
8	9	10	11Q	12T	7	8	9	10	11	8	9	10RE	11RH	12	8	9	10	11	12
15	16	17	18	19	14	15	16	17	18	15	16	17	18	19	15	16	17	18	19
22	23	24	25	26	21	22	23	24Q	25	22	23	24	25	26	22	23	24	25	26
29	30RE	31			28	29	30	31	29	30				29	30	31			

LEGEND

Q	End of Quarter	//	Schools closed -- salary paid except as provided by budgetary action
T	Teacher Institute Days	()	Schools closed -- no salary paid
#	Professional Development Days	RE	Report card pickup -- Elementary schools
SI	School Improvement	RH	Report card pickup -- High schools
*	Holidays	e	Emergency day - school in session if student days fall below 170
 	Day of non attendance for students		

HOLIDAYS

September 3	Labor Day	January 1	New Years Day	February 18	Presidents Day
November 12	Veterans Day	January 21	M. L. King's Birthday	May 27	Memorial Day
November 22, 23	Thanksgiving Holiday	February 12	Lincoln's Birthday	July 4	Independence Day
December 25	Christmas				

Note: Friday, November 23, December 25, January 1, July 4 are holidays for office employees. Columbus Day and Pulaski Day are now student attendance days.

- NOTES:**
- SCHOOL CALENDAR** -- The school calendar includes 180 days of student attendance, which is an increase of 10 student attendance days.
 - Classes begin on Monday, August 13, 2012
 - Classes end on Monday, June 17, 2013
 - Both days are full days of school for students.
 - QUARTERS** -- Each quarter contains between 42 and 50 student days. Each quarter ends on the following day:
 - Q1 ends October 11, 2012 43 days
 - Q2 ends January 24, 2013 45 days
 - Q3 ends March 28, 2013 42 days
 - Q4 ends June 17, 2013 50 days
 - PROGRESS REPORT DISTRIBUTION DAYS** -- Schools will distribute progress reports during the 6th week of each quarter on
 - Q1 September 19, 2012
 - Q2 December 5, 2012
 - Q3 March 6, 2013
 - Q4 May 15, 2013
 - REPORT CARD PICK-UP DAYS** -- Please note parents will be asked to pick up reports after the first and third quarters. Beginning in the 2012-13 school year, report card pick-up will occur after school hours. School will end 3 hours early on these dates.
 - Elementary schools are expected to run a Report card pick-up session on October 30, 2012 and April 10, 2013.
 - High schools are expected to run a Report card pick-up session on November 1, 2012 and April 11, 2013.
 - REPORT CARD DISTRIBUTION DAYS** -- Please note that report cards for the second and fourth quarters will be sent home on:
 - Q2 January 30, 2013
 - Q4 June 17, 2013
 - TEACHER INSTITUTE DAYS** -- Teacher institute days are non-attendance days for students. These days are approved by the for State Superintendent of Instruction teacher professional development. Teacher institute days are principal directed.
 - Days include: August 8, 2012; August 9, 2012; August 10, 2012 and October 12, 2012
 - PROFESSIONAL DEVELOPMENT DAYS** -- Professional development days are non-attendance days for students.
 - PD days are principal-directed.
 - Days include: August 6, 2012; August 7, 2012
 - SCHOOL IMPROVEMENT DAYS** -- Days of non-attendance to conduct school improvement activities. These days are principal-directed.
 - Days include: January 25, 2013; March 29, 2013; June 18, 2013 and June 19, 2013
 - INTERSESSIONS** -- Schools are closed for the following breaks
 - Fall intercession -- Schools are closed from October 15, 2012 to October 26, 2012
 - Winter intercession -- Schools are closed from December 17, 2012 to January 4, 2013
 - Spring intercession -- Schools are closed from April 1, 2013 to April 5, 2013
 - GRADUATION DATES** -- Elementary and High School graduations cannot be held prior to June 10, 2013
 - PRESCHOOL AND KINDERGARTEN PREREGISTRATION** -- Suggested dates are March 25, 2013 - March 28, 2013

TRACK E SCHOOLS FOR THE 2012-13 SCHOOL YEAR

- | | |
|--|---------------------------|
| 1. ALDRIDGE | 43. COLEMON |
| 2. ALTGELD | 44. COLUMBIA EXPLORERS |
| 3. ARMSTRONG, L. | 45. COOK |
| 4. ASHE | 46. CORKERY |
| 5. AVALON PARK | 47. CORLISS HS |
| 6. AZUELA | 48. CROWN |
| 7. BANNEKER | 49. CUFFE |
| 8. BARNARD | 50. CULLEN |
| 9. BARTON | 51. DALEY |
| 10. BASS | 52. DAVIS, M. |
| 11. BEARD | 53. DE PRIEST |
| 12. BEETHOVEN | 54. DELANO |
| 13. BEIDLER | 55. DENEEN |
| 14. BELMONT-CRAGIN | 56. DETT |
| 15. BETHUNE | 57. DIRKSEN |
| 16. BLAIR | 58. DIXON |
| 17. BOND | 59. DODGE |
| 18. BONTEMPS | 60. DOOLITTLE |
| 19. BROWN, R. | 61. DRAKE |
| 20. BROWNELL | 62. DRUMMOND |
| 21. BRUNSON | 63. DUBOIS |
| 22. BURKE | 64. DULLES |
| 23. BURR | 65. DUNNE TECH ACADEMY |
| 24. BURROUGHS | 66. DYETT HS |
| 25. CALDWELL | 67. EARHART |
| 26. CALHOUN | 68. EARLE |
| 27. CALMECA | 69. EDWARDS |
| 28. CAMERON | 70. ELLINGTON |
| 29. CARDENAS | 71. EMMET |
| 30. CARROLL | 72. ESMOND |
| 31. CARSON | 73. EVERETT |
| 32. CARVER, G. | 74. EVERGREEN |
| 33. CASALS | 75. EVERS |
| 34. CASSELL | 76. FAIRFIELD |
| 35. CASTELLANOS | 77. FARADAY |
| 36. CATHER | 78. FARNSWORTH |
| 37. CHALMERS | 79. FENGER AA HS |
| 38. CHASE | 80. FENGER HS |
| 39. CHAVEZ | 81. FERNWOOD |
| 40. CHICAGO HS FOR AGRICULTURAL SCIENCES | 82. FINKL |
| 41. CLAREMONT | 83. FISKE |
| 42. CLARK, G. | 84. FRAZIER PROSPECTIVE |

TRACK E SCHOOLS FOR THE 2012-13 SCHOOL YEAR

85. FULLER	127. KING
86. FULTON	128. KOHN
87. FUNSTON	129. KOZMINSKI
88. GAGE PARK HS	130. LAFAYETTE
89. GARVEY	131. LANGFORD
90. GOLDBLATT	132. LARA
91. GREATER LAWNSDALE HS	133. LAVIZZO
92. GREENE	134. LAWNSDALE
93. GREGORY	135. LEE
94. HAMMOND	136. LELAND
95. HAMPTON	137. LEWIS
96. HARPER HS	138. LIBBY
97. HARVARD	139. LINDBLOM HS
98. HAY	140. LITTLE VILLAGE
99. HEARST	141. LLOYD
100. HEDGES	142. LOVETT
101. HEFFERAN	143. LOWELL
102. HENDERSON	144. MADERO
103. HENSON	145. MADISON
104. HERBERT	146. MANN
105. HERNANDEZ	147. MARQUETTE
106. HEROES	148. MASON
107. HERZL	149. MAY
108. HIGGINS	150. MAYS
109. HINTON	151. MCCORMICK
110. HIRSCH HS	152. MCDOWELL
111. HOLMES	153. MCKAY
112. HOWE	154. MCNAIR
113. HOYNE	155. MELODY
114. HUGHES, C.	156. METCALFE
115. HURLEY	157. MIRELES
116. INFINITY HS	158. MOLLISON
117. IRVING	159. MONROE
118. JACKSON, M.	160. MONTEFIORE
119. JENNER	161. MOOS
120. JENSEN	162. MORGAN
121. JOHNSON	163. MORGAN PARK HS
122. JOPLIN	164. MORRILL
123. KANOON	165. MORTON
124. KELLMAN	166. MOUNT VERNON
125. KERSHAW	167. MULTICULTURAL ACAD SCHOLARSHIP
126. KEY	168. NASH

TRACK E SCHOOLS FOR THE 2012-13 SCHOOL YEAR

169. NATIONAL TEACHERS ACADEMY	211. SONGHAI
170. NICHOLSON TECH ACADEMY	212. SOUTH SHORE INTL HS
171. NIGHTINGALE	213. SOUTHSIDE HS
172. NOBEL	214. SPENCER TECH ACADEMY
173. O'TOOLE	215. SPRY
174. OGLESBY	216. STAGG
175. OVERTON	217. TANNER
176. PADEREWSKI	218. TEAM HS
177. PARK MANOR	219. TILDEN AA HS
178. PARKMAN	220. TILDEN HS
179. PARKSIDE	221. TILL
180. PASTEUR	222. TILTON
181. PEACE & EDUCATION HS	223. TONTI
182. PECK	224. VAUGHN HS
183. PENN	225. VICK
184. PHILLIPS AA HS	226. VOLTA
185. PHILLIPS HS	227. WALSH
186. PICCOLO	228. WARD, L.
187. PICKARD	229. WEBSTER
188. PIRIE	230. WELLS, I.
189. PLAMONDON	231. WENTWORTH
190. POPE	232. WEST PARK
191. POWELL	233. WEST PULLMAN
192. PRESCOTT	234. WESTCOTT
193. RABY HS	235. WHISTLER
194. RANDOLPH	236. WHITE
195. REVERE	237. WHITNEY
196. RICHARDS HS	238. WILLIAMS MIDDLE
197. ROBESON AA HS	239. WILLIAMS ES
198. ROBESON HS	240. WOODS
199. RUGGLES	241. WOODSON
200. RYDER	242. WORLD LANGUAGE HS
201. RYERSON	243. YALE
202. SALAZAR	244. YATES
203. SANDOVAL	245. YOUNG
204. SCAMMON	246. ZAPATA
205. SCHUBERT	
206. SHERMAN	
207. SHERWOOD	
208. SHOOP	
209. SMITH	
210. SMYTH	

12-0822-ED5

REPORT ON STUDENT EXPULSIONS FOR JULY 2012**DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORT THE FOLLOWING DECISION:**

47 Students were expelled from the Chicago Public Schools in July 2012.

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 47 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

July Totals
(July 1 to July 31, 2012)

Expulsions	47
No Expulsions	29
SMART Referrals	<u>76</u>
	152

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

Expulsions	298
No Expulsions	321
SMART Referrals	<u>754</u>
	1,373

Decisions Pending	19
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LSC REVIEW:

LSC review is not applicable to this report.

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

No cost to the Chicago Public Schools.

PERSONNEL IMPLICATIONS:

None.

12-0822-EX7

PRINCIPAL CONTRACTS (A)**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

Accept and file copies of the contracts with the principals listed below who were selected by the Local School Council 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 Principal Talent Office has verified that the following individuals have met the requirements for eligibility.

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Elias Estrada	Contract Principal Oriole Park	Contract Principal Alcott Network: North-Northwest Side High School P.N. 119098 Commencing: July 1, 2012 Ending: June 30, 2016
Elvia Garcia-Graham	Assistant Principal Spry	Contract Principal Spry Network: Pilsen-Little Village P.N. 113680 Commencing: July 1, 2012 Ending: June 30, 2016
Michelle Garcia-Jones	New Employee	Contract Principal Chopin Network: Fulton Elementary P.N. 140421 Commencing: July 1, 2012 Ending: June 30, 2016
Pamela Green	Assistant Principal Yates	Contract Principal Yates Network: Fullerton Elementary P.N. 135789 Commencing: July 1, 2012 Ending: June 30, 2016
Tonya Hammaker	Interim Principal Farragut	Contract Principal Farragut Network: West Side High School P.N. 118886 Commencing: July 1, 2012 Ending: June 30, 2016
LeViis Haney	Assistant Principal Spencer	Contract Principal Lovett Network: Austin-North Lawndale Elementary P.N. 111807 Commencing: July 1, 2012 Ending: June 30, 2016
Flavia Hernandez	Acting Principal M. Jackson	Contract Principal McCormick Network: Pilsen-Little Village P.N. 127074 Commencing: July 1, 2012 Ending: June 30, 2016
Martha Irizarry	Compliance Facilitator Language and Culture	Contract Principal Reilly Network: Fullerton Elementary P.N. 116533 Commencing: July 1, 2012 Ending: June 30, 2016

Shirrie Jackson	Interim Principal Reed	Contract Principal Beethoven Network: Burnham Park P.N. 118373 Commencing: July 1, 2012 Ending: June 30, 2016
Virginia Jimenez	Assistant Principal Ames	Contract Principal Castellanos Network: Pilsen-Little Village Elementary P.N. 114580 Commencing: July 1, 2012 Ending: June 30, 2016
Linda Johnson-McClinton	Assistant Principal Calhoun North	Contract Principal Calhoun North Network: Garfield-Humboldt Park Elementary P.N. 115629 Commencing: July 1, 2012 Ending: June 30, 2016
Carolyn Jones	Resident Principal	Contract Principal Bass Network: Englewood-Gresham Elementary P.N. 116337 Commencing: July 1, 2012 Ending: June 30, 2016
Kiltae Kim	Contract Principal Lloyd	Contract Principal Gunsaulus Network: Pershing Elementary P.N. 115875 Commencing: July 1, 2012 Ending: June 30, 2016
Lillian Lazu	Assistant Principal Goudy	Contract Principal Little Village Network: Pilsen-Little Village Elementary P.N. 124570 Commencing: July 1, 2012 Ending: June 30, 2016
Delena Little	Acting Principal Keller	Contract Principal Keller Network: Rock Island Elementary P.N. 456999 Commencing: July 1, 2012 Ending: June 30, 2016
Manda Lukic	Assistant Principal Scammon	Contract Principal Beard Network: O'Hare Elementary P.N. 394469 Commencing: July 1, 2012 Ending: June 30, 2016
Ginger Lumpkin	New Employee	Contract Principal Haines Network: Pershing Elementary P.N. 122221 Commencing: July 1, 2012 Ending: June 30, 2016
Andrew McIntosh	Assistant Principal Black	Contract Principal Black Network: Skyway Elementary P.N. 299917 Commencing: July 1, 2012 Ending: June 30, 2016

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 2012-2013 school budget.

12-0822-AR2

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. **Extend the rescission dates contained in the following Board Reports to October 24, 2012 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. 10-0428-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
 2. 11-0323-EX4: Amend Board Report 09-0722-EX11: Amend Board Report 09-0128-EX3: Amend Board Report 08-0625-EX7: Amend Board Report 07-1024-EX13: Approve the Establishment of the Hope Institute Learning Academy and Entering into a School Management and Performance Agreement with the Hope School, an Illinois Not-For-Profit Corporation and Approve Entering into a Professional Services Agreement with the Hope School for Low Incidence Pilot Program.
User Group: Office of New Schools
Services: School Management Services
Status: In negotiations
 3. 11-0727-PR7: Approve Exercising the Option to Renew the Agreement with the City of Chicago Department of Public Health for Inspection Services.
User Group: Nutrition Support Services
Services: Inspection Services
Status: In negotiations
 4. 11-0824-EX12: Amend Board Report 11-0525-EX5: Amend Board Report 09-1123-EX18: Approve the Granting of a Charter and Entering into a Charter School Agreement with Urban Prep Academies Inc., an Illinois Not-For-Profit Corporation.
User Group: Office of New School
Services: Charter School
Status: In negotiations
 5. 11-0824-EX13: Amend Board Report 11-0525-EX6: Amend Board Report 10-0428-EX5: Amend Board Report 09-1123-EX19: Approve the Granting of a Charter and Entering into a Charter School Agreement with Urban Prep Academies Inc., an Illinois Not-For-Profit Corporation.
User Group: Office of New Schools
Services: Charter School
Status: In negotiations
 6. 11-0928-OP1: Reaffirm Board Report 11-0727-OP4: Authorize Entering into a Lease Agreement with the Chicago Park District for Gately Stadium.
User Group: Office of Real Estate
Services: Lease Agreement
Status: In negotiations
 7. 11-1026-OP2: Authorize the Public Building Commission of Chicago to Acquire the Property at 10438 South Indianapolis Boulevard for the Construction of the New Southeast Area Elementary School.
Services: Acquire Property at 10438 South Indianapolis Boulevard
User Group: Operations
Status: In negotiations
 8. 11-1026-OP3: Authorize the Public Building Commission of Chicago to Acquire by Condemnation Property at 10440-68 and 10476 South Indianapolis Boulevard for the Construction of a New Southeast Area Elementary School.
Services: Acquire Property at 10440-68 and 10476 South Indianapolis Boulevard
User Group: Operations
Status: In negotiations
 9. 11-1214-EX4: Amend Board Report 11-0323-EX5: Amend Board Report 09-1123-EX11: Approve the Granting of a Charter and Entering into a Charter School Agreement with Academy for Global Citizenship, an Illinois Not-For-Profit Corporation.
Services: Charter School
User Group: Portfolio Office
Status: In negotiations

10. 11-1214-OP1: Amend Board Report 10-1215-OP1: Amend Board Report 10-0825-OP1: Approve Entering into an Intergovernmental Agreement to Exchange Land, an Amendment to the Lease Between the Public Building Commission and the Board, a Shared Use and Temporary License Agreement with the Chicago Park District Each in Connection with an Addition to the Edgebrook School.
Services: Intergovernmental Agreement
User Group: Real Estate
Status: In negotiations
11. 12-0222-EX22: Approve Entering into a School Management Consulting Agreement with the Academy of Urban School Leadership to Provide School Turnaround Services at Pablo Casals Elementary School.
Services: School Turnaround Services
User Group: Portfolio Office
Status: In negotiations
12. 12-0222-EX23: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Melville W. Fuller Elementary School.
Services: School Turnaround Services
User Group: Portfolio Office
Status: In negotiations
13. 12-0222-EX24: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Theodore Herzl Elementary School.
Services: School Turnaround Services
User Group: Portfolio Office
Status: In negotiations
14. 12-0222-EX25: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Marquette Elementary School.
Services: School Turnaround Services
User Group: Portfolio Office
Status: In negotiations
15. 12-0222-EX26: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Brain Piccolo Elementary School.
Services: School Turnaround Services
User Group: Portfolio Office
Status: In negotiations
16. 12-0222-EX27: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Alonzo Stagg Elementary School.
Services: School Turnaround Services
User Group: Portfolio Office
Status: In negotiations
17. 12-0328-OP6: Amend Board Report 09-0722-OP2: Approve Entering into an Amendment to the Ground Lease with Christopher House for Property at 2250 North Latrobe.
Services: Lease Agreement
User Group: Office of Real Estate
Status: In negotiations
18. 12-0328-PR22: Amend Board Report 09-0225-PR11: Approve Entering into an Agreement with Bank of America for Banking Services.
Services: Banking Services
User Group: Treasury
Status: In negotiations
19. 12-0328-PR23: Amend Board Report 11-0427-PR54: Amend Board Report 09-02225-PR10: Approve Entering into an Agreement with Amalgamated Bank of Chicago for Banking Services.
Services: Banking Services
User Group: Treasury
Status: In negotiations
20. 12-0425-EX4: Amend Board Report 09-0722-EX8: Amend Board Report 08-0227-EX24: Amend Board Report 06-1115-EX12: Approve the Granting of a Charter and Entering into a School Agreement with Henry Ford Academies of Illinois, NFP.
Services: Charter School
User Group: Portfolio Office
Status: In negotiations

21. 12-0425-EX5: Amend Board Report 09-1123-EX13: Approve the Granting of a Charter and Entering into a Charter School Agreement with Epic Academy, Inc. an Illinois Not-For-Profit Corporation.

Services: Charter School
User Group: Portfolio Office
Status: In negotiations

22. 12-0425-EX6: Approve the Granting of a Charter and Entering into a Charter School Agreement with Institute for Latino Progress, Inc. an Illinois Not-For-Profit Corporation.

Services: Charter School
User Group: Portfolio Office
Status: In negotiations

23. 12-0425-PR11: Approve the Pre-Qualification Status of and Entering into Agreements with Contractors to Provide Job Preparedness Training through Auditorium Renovations.

Services: Job Preparedness Training
User Group: Facility Operations & Maintenance
Status: In negotiations

24. 12-0425-PR17: Amend Board Report 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.

Services: Claims Administration
User Group: Office of Human Capital
Status: In negotiations

25. 12-0523-PR2: Approve Entering into an Agreement with Wireless Generation for the Purchase of Early Mathematics Assessment Services.

Services: Early Mathematics Assessment Services
User Group: Assessment
Status: In negotiations

26. 12-0523-PR6: Approve Exercising the Option to Renew the Agreement with Lippert, Inc. for the Purchase of Culinary Equipment.

Services: Purchase of Culinary Equipment
User Group: Early College and Career
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. 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
Action: Rescind Board authority in full for (#3) Hewlett-Packard Company for failure to return a signed agreement.

2. 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.

User Group: Department of Housing and Economic Development
Services: Building Accessibility Renovation Program
Action: Rescind Board authority in full.

3. 12-0222-PR10: Amend Board Report 11-1214-PR4: Approve the Pre-Qualification Status of and Agreements with Contractors to Provide Various Trades for Operations and Maintenance Work Over \$10,000.

Services: Various Trades for maintenance work
User Group: Facility Operations & Maintenance
Action: Rescind Board Authority in full for (#21) Continental Painting & Decorating, Inc. and (#87) Divane Bros. Electrical Company for failure to return a signed agreement.

President Vitale thereupon declared Board Reports 12-0822-MS1, 12-0822-ED3 through 12-0822-ED5, 12-0822-EX7, and 12-0822-AR2 accepted.

OMNIBUS

At the Regular Board Meeting of August 22, 2012 the foregoing motions, reports and other actions set forth from number 12-0822-MO1 through 12-0822-RS15 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

President Vitale abstained on Board Reports 12-0822-PR2 and 12-0822-PR11.

Vice President Ruiz abstained on Board Reports 12-0822-ED2, 12-0822-AR1, 12-0822-PR1, 12-0822-PR2, 12-0822-PR3, 12-0822-PR6, 12-0822-PR7, 12-0822-PR9, 12-0822-PR10, 12-0822-PR11, 12-0822-PR12, 12-0822-PR14, 12-0822-PR16 and 12-0822-PR17.

Board Member Dr. Bienen abstained on Board Reports 12-0822-EX6, 12-0822-PR1 and 12-0822-PR7.

Board Member Dr. Hines abstained on Board Report 12-0822-PR1.

Board Member Pritzker abstained on Board Report 12-0822-PR2.

ADJOURNMENT

President Vitale moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Vitale thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of August 22, 2012 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

**Estela G. Beltran
Secretary**

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