

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

Regular Meeting-Wednesday, August 27, 2014 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. Zopp\*, Dr. Azcoitia, Ms. Quazzo, and President Vitale -7

\*Note: Board Member Ms. Zopp was not present when roll called and joined the meeting at approximately 10:36 am.

**ABSENT: None** 

ALSO PRESENT\*: Dr. Barbara Byrd-Bennett, Chief Executive Officer and Mr. James Bebley, General Counsel

\*NOTE: The Honorary Student Board Member position is currently vacant.

**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. Dr. Barbara Byrd-Bennett, Chief Executive Officer, provided remarks regarding the State of the District. Mr. John Barker, Chief Accountability Officer, presented a Data Report.

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.

**Board Member Dr. Bienen presented a Motion to elect the Board President:** 

14-0827-MO2

## MOTION RE: ELECT DAVID J. VITALE PRESIDENT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

MOTION ADOPTED that the Board elect David J. Vitale to the Office of President of the

Board of Education of the City of Chicago.

Vice President Ruiz moved to adopt Motion 14-0827-MO2.

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

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

Navs: None

President Vitale thereupon declared Motion 14-0827-MO2 adopted.

#### Board Member Dr. Azcoitia presented a Motion to elect the Board Vice President:

#### 14-0827-MO3

## MOTION RE: ELECT JESSE H. RUIZ VICE PRESIDENT OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

**MOTION ADOPTED** that the Board elect Jesse H. Ruiz to the Office of Vice President of the Board of Education of the City of Chicago.

Board Member Dr. Bienen moved to adopt Motion 14-0827-MO3.

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

Yeas: Dr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo, and President Vitale -7

Nays: None

President Vitale thereupon declared Motion 14-0827-MO3 adopted.

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

Board Member Dr. Hines presented the following Motion:

#### 14-0827-MO1

#### MOTION TO HOLD A CLOSED SESSION

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

- 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.

Vice President Ruiz moved to adopt Motion 14-0827-MO1.

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

Yeas: Dr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo, and President Vitale -7

Nays: None

President Vitale thereupon declared Motion 14-0827-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 27, 2014, beginning at 1:14 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6<sup>th</sup> Floor, and Chicago Illinois 60603.
- (2) PRESENT: Dr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo, 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. Zopp, Dr. Azcoitia, Ms. Quazzo, and President Vitale – 7

Members absent after Closed Session: None

President Vitale thereupon proceeded with Agenda Items.

#### 14-0827-AR2

## AUTHORIZE RETENTION OF THE LAW FIRM LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Retention of the law firm Linebarger Goggan Blair & Sampson, LLP.

**DESCRIPTION:** The General Counsel would like to retain the law firm Linebarger Goggan Blair & Sampson, LLP to prosecute various collection matters and related litigation on behalf of the Board. No financial authorization is requested as the firm will be performing all work on a contingency fee basis. The General Counsel will periodically review statements from the firm to ensure appropriate billing and remittance to the Board of collected funds.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: None.

#### **GENERAL CONDITIONS:**

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

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

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), currently codified as Board Policy 404.2, 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), currently codified as Board Policy 503.1, 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. Zopp, Dr. Azcoitia, Ms. Quazzo, and President Vitale – 7

Nays: None

President Vitale thereupon declared Board Report 14-0827-AR2 adopted.

#### 14-0827-AR3

## WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR KATHERINE GRIMES - CASE NO. 11 WC 38088

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Katherine Grimes, Case No. 11 WC 38088 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$58,860.96.

**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 2015.....\$58,860.96

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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).

#### 14-0827-AR4

#### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR **CHARLES KYLE - CASE NO. 12 WC 3682**

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim of Charles Kyle, Case No. 12 WC 3682 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$74,781.00.

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

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

**AFFIRMATIVE ACTION STATUS:** 

Not applicable.

FINANCIAL:

Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-

57605-119004-000000 FY 2015......\$74,781.00

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 budaet(s).

#### 14-0827-AR5

#### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR MELINA ROSS - CASE NOS. 05 WC 23001; 08 WC 21503 and 10 WC 9518

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim for Melina Ross, Case Nos. 05 WC 23001; 08 WC 21503 and 10 WC 9518 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$150,084.76.

**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-

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 14-0827-AR6

### WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR ANTOINETTE WALKER - CASE NO. 09 WC 14200

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim for Antoinette Walker, Case No. 09 WC 14200 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$100,000.00.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-

57605-119004-000000 FY 2015......\$100,000.00

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 14-0827-AR7

# PERSONAL INJURY - AUTHORIZE PAYMENT OF SETTLEMENT FOR M.O., A MINOR BY HER MOTHER AND NEXT FRIEND, AND MARIA ORTIZ, INDIVIDUALLY CASE NO. 13 L 007690

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the personal injury suit of Melina Ortiz, a minor by M.O., a minor by her mother and next friend, and Maria Ortiz, individually v. Jesus Bolanos and The Board of Education City of Chicago, Case No. 13 L 007690 for \$125,000.00.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Litigated Tort Claims: Account #12460-210-54530-231112-000000 FY 2015.....

. \$125,000.00

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 14-0827-AR8

#### **AUTHORIZE SETTLEMENT WITH HOUGHTON MIFFLIN HARCOURT COMPANY**

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the dispute with Houghton Mifflin Harcourt Company ("HMH"), an educational materials supplier. As part of the settlement, HMH will pay the sum of \$260,000.00 to the Board; the parties will agree to appointment of an independent monitor, paid for by HMH; and HMH will require training of its employees to ensure compliance with Board ethics policies.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: None (Board will receive \$260,000.00).

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

Vice President Ruiz abstained on Board Report 14-0827-AR8.

Board Member Dr. Hines abstained on Board Report 14-0827-AR8.

Board Member Ms. Quazzo abstained on Board Report 14-0827-AR8.

President Vitale indicated that if there were no objections, Board Reports 14-0827-AR3 through 14-0827-AR8, 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 14-0827-AR3 through 14-0827-AR8 adopted.

14-0827-EX5

# TRANSFER AND APPOINT CHIEF OF SCHOOLS-NETWORK NINE (Janice Jackson)

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

FROM

Transfer and appoint Janice Jackson to the position of Chief of Schools-Network Nine, effective August 28, 2014, at the salary set forth below:

<u>TO</u>

#### **DESCRIPTION:**

NAME

<del></del>		<del></del>	
Janice Jackson	External Title: Principal Functional Title: Principal Position No: 406683 Basic Salary: \$142,407.05 Pay Band: A70	External Title: Chief of Schools Functional Title: Officer Position No: 497075 Basic Salary: \$151,131.43 Pay Band: A09 Budget Classification: 02491.115.52100.221080.000000	
LSC REVIEW:	Local School Council review is	not applicable to this report.	
AFFIRMATIVE ACTION STATUS:	Not applicable.		
FINANCIAL:	The expenditure involved in this report is not in excess of the regular budget appropriation		
PERSONNEL IMPLICATIONS:	The position to be affected by approval of this action is contained in the FY15 department budget.		

#### 14-0827-EX6

# TRANSFER AND APPOINT CHIEF OF SCHOOLS-NETWORK FOUR (Ernesto Matias)

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Ernesto Matias to the position of Chief of Schools-Network Four, effective August 28, 2014, at the salary set forth below:

#### DESCRIPTION:

NAME

**FROM** 

<u>TO</u>

Ernesto Matias

External Title: Deputy Chief of Schools Functional Title: Deputy Position No: 486846 Basic Salary: \$142,000.00

Pay Band: A08

External Title: Chief of Schools Functional Title: Officer Position No: 496638

Basic Salary: \$151,131.43 Pay Band: A09

Pay Band: A09 Budget Classification: 02441.115.51100.221080.000000

LSC REVIEW:

Local School Council review is not applicable to this report.

**AFFIRMATIVE** 

**ACTION STATUS:** 

Not applicable.

FINANCIAL:

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

PERSONNEL

IMPLICATIONS:

The position to be affected by approval of this action is contained in the FY15 department

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#### 14-0827-EX7

#### TRANSFER AND APPOINT CHIEF OF SCHOOLS-Network Two (Philip Salemi)

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Philip Salemi to the position of Chief of Schools-Network Two, effective August 28, 2014, at the salary set forth below:

#### **DESCRIPTION:**

NAME

FROM

TO

Philip Salemi

External Title: Deputy Chief of Schools Functional Title: Deputy

Position No: 496669
Basic Salary: \$146,374.29

External Title: Chief of Schools Functional Title: Officer Position No: 496636 Basic Salary: \$151,131.43 Pay Band: A09

Pay Band: A08

Budget Classification: 02421.115.51100.221080.000000

LSC REVIEW:

Local School Council review is not applicable to this report.

AFFIRMATIVE

**ACTION STATUS:** 

Not applicable.

FINANCIAL:

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

PERSONNEL

IMPLICATIONS:

The position to be affected by approval of this action is contained in the FY15 department

budget.

#### 14-0827-EX8

#### PRINCIPAL CONTRACT (NEW ALSC)

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the employment of the principals listed below selected by the Chief Executive Officer after receiving the recommendation of the Lindblom Math and Science Academy High School appointed Local School Council pursuant to Section 5/34-2.4b of the Illinois School Code.

**DESCRIPTION**: Employ the individual named below to the position of principal subject to the Uniform Appointed Principal's Performance Contract #08-0123-EX2 and Principal Eligibility Policy #14-0723-PO1.

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

NAME

FROM

TO

Alan Mather

Interim Principal Lindblom H.S. Contract Principal Lindblom H.S. Network: 11 P.N. 123824

Commencing: July 1, 2014 Ending: June 30, 2018

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

LSC REVIEW: The appointed Local School Council has been advised of the Chief Executive Officer's selection of the named individual as contract principal of Lindblom Math & Science Academy High School

AFFIRMATIVE ACTION STATUS: None.

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

**PERSONNEL IMPLICATIONS:** The position to be affected by approval of this action is contained in the 2014-2015 school budget.

#### 14-0827-EX9

## WARNING RESOLUTION - BEULAH McLOYD, PRINCIPAL, MICHELE CLARK ACADEMIC PREP MAGNET 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 Beulah McLoyd and that a copy of this Board Report and Warning Resolution be served upon Beulah McLoyd.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Beulah McLoyd, Principal, to inform her that she has engaged in unsatisfactory conduct.

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

#### 14-0827-EX10

#### WARNING RESOLUTION -- TRACEY STELLY, PRINCIPAL, MILDRED I. LAVIZZO 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 Tracey Stelly and that a copy of this Board Report and Warning Resolution be served upon Tracey Stelly.

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Tracey Stelly, Principal, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Tracey Stelly, 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

#### 14-0827-EX11

WARNING RESOLUTION - ROBERT TOWNER. PRINCIPAL, FERNWOOD 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 Robert Towner and that a copy of this Board Report and Warning

Resolution be served upon Robert Towner.

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Robert Towner, Principal, 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 Robert Towner, 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.

#### 14-0827-EX12

## WARNING RESOLUTION - VALERIE COLLINS, TENURED TEACHER, ASSIGNED TO NEAL F. SIMEON CAREER 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 Valerie Collins and that a copy of this Board Report and Warning Resolution be served upon Valerie Collins.

#### **DESCRIPTION:**

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Valerie Collins, 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 Valerie Collins, 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.

#### 14-0827-EX13

#### WARNING RESOLUTION -- GLADYS MIDDLETON, TENURED TEACHER, ASSIGNED TO MAHALIA JACKSON 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 Gladys Middleton and that a copy of this Board Report and Warning Resolution be served upon Gladys Middleton.

#### **DESCRIPTION:**

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Gladys Middleton, 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 Gladys Middleton, 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.

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FINANCIAL:

This action is of no cost to the Board.

PERSONNEL

IMPLICATIONS:

None

#### 14-0827-EX14

#### WARNING RESOLUTION - VALERIE SANDERS, TENURED TEACHER, ASSIGNED TO HENRY H. NASH 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 Valerie Sanders and that a copy of this Board Report and Warning Resolution be served upon Valerie Sanders.

#### DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Valerie Sanders, 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 Valerie Sanders, 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.

#### 14-0827-EX15

#### WARNING RESOLUTION - RICHARD SURBAUGH, TENURED TEACHER, ASSIGNED TO LAWNDALE ELEMENTARY COMMUNITY 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 Richard Surbaugh and that a copy of this Board Report and Warning Resolution be served upon Richard Surbaugh.

#### **DESCRIPTION:**

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Richard Surbaugh, 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 Richard Surbaugh, 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 14-0827-EX5 through 14-0827-EX15 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 14-0827-EX8 through 14-0827-EX15 adopted.

#### 14-0827-RS1

#### RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF PRINCIPAL DUSHON BROWN OF GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY

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

WHEREAS, after the conclusion of the dismissal hearing afforded to Dushon Brown, the Hearing Officer made written findings of fact and conclusions of law, and recommended the dismissal of Dushon Brown; and

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

WHEREAS, the Board of Education of the City of Chicago accepts the findings and conclusions of the hearing officer, and finds that the record establishes facts that constitute cause for dismissal of Dushon Brown and termination of her Principal's Contract.

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) exceptions and memoranda of law submitted by the parties, the Board of Education of the City of Chicago accepts the Hearing Officer's findings of fact and legal conclusions.

Section 2: Dushon Brown is hereby dismissed from her employment with the Board of Education of the City of Chicago, and her Principal's Contract is hereby terminated, for the reasons stated in the Hearing Officer's findings and conclusions as well as the additional bases set forth in the attached Appendix. Further, all actions taken in anticipation and furtherance of the dismissal hearing are hereby approved, ratified and given full effect.

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 27, 2014.

#### The Secretary presented the following Statement for the Public Record:

Dushon Brown had a principal contract that was effective from on or about August 7, 2010, through August 6, 2014. On or about July 1, 2012, Dushon Brown was removed from her principalship with pay. On or about July 19, 2013, Dushon Brown was suspended without pay pending an administrative hearing with the Illinois State Board of Education ("ISBE"). On July 11, 2014, ISBE Hearing Officer Lawrence Cohen issued a decision and order recommending the dismissal of Dushon Brown. The Board adopts the Hearing Officer's recommendations as described in the Board Resolution and Appendix related to the removal, suspension without pay and termination of Dushon Brown, in compliance with the requirements of Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85.

#### 14-0827-RS2

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

WHEREAS, on August 22, 2014 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
Cortez Black	City Wide Transportation	August 27, 2014
Gwendolyn Edwards	City Wide Pension & Liab Ins	August 27, 2014
Tina Gilbert	City Wide Pension & Liab Ins	August 27, 2014
Colin Ho	John M Palmer Elementary School	August 27, 2014
John Martinelli	Roald Amundsen High School	August 27, 2014
lan McCurry	Lawndale Elementary Community Academy	August 27, 2014
Phyllis Washington	City Wide Transportation	August 27, 2014
Deontate White	John C Haines Elementary School & Southside Occupational Academy	August 27, 2014
Nina Willis	City Wide Transportation	August 27, 2014

WHEREAS, the Chief Executive Officer followed the procedures established by her 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 her 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 her designee to effectuate the dismissal of the above-named educational support personnel.
- 3. The Chief Executive Officer or her designee shall notify the above-named educational support personnel of their dismissal.

#### 14-0827-RS3

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

WHEREAS, August 22, 2014, 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:

Name	School	Effective Date
Barbara Bennett	James Wadsworth School	August 27, 2014
Troy Flowers	Oliver S Westcott Elementary School	August 27, 2014
Kelvín Heard	Theodore Herzl School	August 27, 2014
Sara Salomonsson	Ravenswood Elementary School	August 27, 2014
Veronica Walker	John M Smyth Elementary School	August 27, 2014
Helder Weil	TEAM Englewood Academy	August 27, 2014
Thomas Williams	Christian Fenger Academy	August 27, 2014

WHEREAS, the Chief Executive Officer followed the procedures established by her 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 her 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 her designee to effectuate the dismissal of the above-named probationary appointed teachers.
- 3. The Chief Executive Officer or her 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 22, 2014, 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. Her recommendation included the names of the Teachers affected and the reasons. She also noted that the Teachers affected will be notified of their dismissal after adoption of the resolution.

President Vitale indicated that if there were no objections, Board Reports 14-0827-RS1 through 14-0827-RS3 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 14-0827-RS1 through 14-0827-RS3 adopted.

Vice President Ruiz presented the following motion:

14-0827-MO4

## MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL CLOSED SESSION MINUTES FROM JULY 23, 2014

MOTION ADOPTED that the Board adopt the minutes of the closed session meeting of July 23, 2014 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on July 23, 2014 shall be maintained as confidential and not available for public inspection.

Board Member Zopp moved to adopt Motion 14-0827-MO4.

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

Yeas: Dr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo, and President Vitale -7

Nays: None

President Vitale thereupon declared Motion 14-0827-MO4 adopted.

#### **Board Member Zopp presented the following motion:**

#### 14-0827-MO5

## MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETINGS OPEN TO THE PUBLIC JULY 23, 2014

MOTION ADOPTED that the record of proceedings of the Regular Board Meeting of July 23, 2014 prepared by the Board Secretary be approved and that such records of proceedings be posted on the Chicago Board of Education website in accordance with Section 2.06(b) of the Open Meetings Act.

Vice President Ruiz moved to adopt Motion 14-0827-MO5.

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

Yeas: Dr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Zopp, Dr. Azcoitia, Ms. Quazzo, and President Vitale -7

Nays: None

President Vitale thereupon declared Motion 14-0827-MO5 adopted.

#### 14-0827-RS4

## RESOLUTION AUTHORIZING LICENSE AGREEMENTS WITH THE CHICAGO TRANSIT AUTHORITY AT WALTER PAYTON COLLEGE PREP AND NORTH SIDE COLLEGE PREP HIGH SCHOOLS

**WHEREAS,** the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized and existing under and by virtue of the provisions of the School Code, 105 ILCS 5/34-1 et. seq. as amended; and

**WHEREAS**, the Board exercises general supervision and jurisdiction over the establishment and maintenance of public schools and other educational facilities of the Board including playgrounds and other recreational facilities; and

**WHEREAS,** on July 12, 1958 the Board joined the organization of the Public Building Commission of Chicago ("PBC");

WHEREAS, on June 25, 2014 the Board adopted Resolution No.14-0625-RS1 requesting the PBC on behalf of the Board to construct a new addition to Walter Payton College Preparatory High School ("Walter Payton"); and

WHEREAS, to construct the new addition to Walter Payton a license agreement to use the Chicago Transit Authority's ("CTA") property adjacent to the high school is required for a fire lane to service the new high school addition; and

**WHEREAS**, the CTA is requesting a license from the Board on the southern boundary of Northside College Prep property to service the CTA's facilities immediately south of and adjacent to Northside College Prep; and

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

- 1. The preambles of this Resolution are incorporated into this section as if fully set forth herein.
- The Chief Administrative Officer, with the review and approval of the General Counsel, is authorized and directed to negotiate and execute license agreements with the CTA to provide access to Walter Payton over CTA property and to include such terms and conditions in the license agreement, including indemnification, as they deem appropriate.
- The Chief Administrative Officer, with the review and approval of the General Counsel, is authorized and directed to negotiate and execute a license agreement with the CTA to provide access to the CTA over the Northside College Prep property and to include such terms and conditions in the license agreement, including indemnification, as they deem appropriate.

- The General Counsel is authorized to attach any and all legal descriptions required for said license agreements upon receipt of the final plans, title reports and surveys.
- 5. This Resolution is effective immediately upon its adoption.

#### Vice President Ruiz abstained on Board Report 14-0827-RS4.

#### 14-0827-RS5

## RESOLUTION AUTHORIZING THE EXECUTION OF EASEMENT AGREEMENTS FOR THE CONSTRUCTION OF THE NEW SOUTHEAST AREA ELEMENTARY SCHOOL

WHEREAS, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized and existing under and by virtue of the provisions of the School Code, 105 ILCS 5/34-1 et. seq. as amended; and

WHEREAS, the Board exercises general supervision and jurisdiction over the establishment and maintenance of public schools and other educational facilities of the Board including playgrounds and other recreational facilities; and

WHEREAS, on July 12, 1958 the Board joined the organization of the Public Building Commission of Chicago ("PBC");

WHEREAS, on June 25, 2014 the Board adopted Resolution No. 14-0625-RS2 requesting the PBC to undertake the design of the new Southeast Area Elementary School ("School") on behalf of the Board; and

WHEREAS, the PBC currently holds title to Southeast Area Elementary School site in trust for the Board: and

WHEREAS, to construct the new Southeast Area Elementary School an access easement on the Chicago Park District's property adjacent to the School ("Access Easement") is required and utility easements to service the new School may be required.

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

- 1. The preambles of this Resolution are incorporated into this section as if fully set forth herein.
- The Chief Administrative Officer, with the review and approval of the General Counsel, is authorized and directed to negotiate and execute an Access Easement Agreement with the Chicago Park District to provide access to the new Southeast Area Elementary School and to include such terms and conditions in the Access Easement Agreement, including indemnification as they deem appropriate.
- The General Counsel is authorized to attach any and all legal descriptions required for said Access Easement upon confirmation of the final plans, title reports and surveys.
- 4. In all instances where necessary and as so directed by the General Counsel, the Board hereby authorizes the PBC to execute any and all documents required to secure access and any utility easements that may be required for the construction of the new Southeast Area Elementary School.
- 5. This Resolution is effective immediately upon its adoption.

#### Vice President Ruiz abstained on Board Report 14-0827-RS5.

#### 14-0827-RS6

## RESOLUTION AUTHORIZING THE EXECUTION OF EASEMENT AGREEMENTS FOR THE CONSTRUCTION OF THE WILDWOOD SCHOOL ANNEX

WHEREAS, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized and existing under and by virtue of the provisions of the School Code, 105 ILCS 5/34-1 et. seq. as amended; and

WHEREAS, the Board exercises general supervision and jurisdiction over the establishment and maintenance of public schools and other educational facilities of the Board including playgrounds and other recreational facilities; and

WHEREAS, on July 12, 1958 the Board joined the organization of the Public Building Commission of Chicago ("PBC");

WHEREAS, on June 25, 2014 the Board adopted Resolution No. 14-0625-RS1 requesting the PBC on behalf of the Board construct a new Annex for Wildwood School; and

WHEREAS, the PBC currently holds title to Wildwood School in trust for the Board; and

WHEREAS, to construct the new Wildwood Annex an access easement on the Chicago Park District's property adjacent to Wildwood School ("Access Easement") is required and utility easements to service the new Wildwood Annex may be required.

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

- 1. The preambles of this Resolution are incorporated into this section as if fully set forth herein.
- The Chief Administrative Officer, with the review and approval of the General Counsel, is authorized and directed to negotiate and execute an Access Easement Agreement with the Chicago Park District to provide access to the new Wildwood School Annex and to include such terms and conditions in the Access Easement Agreement, including indemnification as they deem appropriate.
- The General Counsel is authorized to attach any and all legal descriptions required for said Access Easement upon confirmation of the final plans, title reports and surveys.
- 4. In all instances where necessary and as so directed by the General Counsel, the Board hereby authorizes the PBC to execute any and all documents required to secure access and any utility easements that may be required for the construction of the Wildwood School Annex.
- 5. This Resolution is effective immediately upon its adoption.

#### Vice President Ruiz abstained on Board Report 14-0827-RS6.

#### 14-0827-OP1

# AUTHORIZATION TO ACCEPT TITLE AND POSSESSION OF LAND ON THE NORTHEAST CORNER OF MADISON & TALMAN FROM THE CITY OF CHICAGO FOR CPS ADMINISTRATIVE OFFICE PARKING

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the acceptance of title and possession of the northeast corner of Madison and Talman (the "Property" as further described below) from the City of Chicago for use as a parking lot for the new CPS administrative office in the former Dodge School building, located at 2651 West Washington Boulevard. The Property is currently unimproved vacant land. Information pertinent to the conveyance is as follows:

**GRANTOR:** 

City of Chicago

An Illinois Municipal Corporation 121 North LaSalle Street Chicago, IL 60602

PROPERTY:

Approximately 3,026.88 square feet on the northeast corner of Madison and Talman. The Property is currently unimproved vacant land. The

legal description and PIN is described on the attached Exhibit A.

PURCHASE PRICE:

\$1.00

PURPOSE/USE:

The Property is currently unimproved vacant land and will be used by CPS for a parking lot for the new administrative office in the former

Dodge School building located at 2651 West Washington Boulevard.

**AUTHORIZATION:** 

Authorize the President and Secretary to execute such other documents as are necessary for the purpose of accepting and acquiring title and

taking possession of the property from the City of Chicago.

AFFIRMATIVE ACTION:

Exempt.

LCS REVIEW:

Local School Council review is not applicable to this report.

FINANCIAL:

Charge to Operations Department:

\$1.00

#### **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 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**

#### LEGAL DESCRIPTION

Address:

Northeast corner of Madison and Talman (approximately 3,026.88 square feet)

Legal Description:

Lot 55 in C.G.E Prussing's Subdivision of the Southwest Block of the East 33.81 acres in the South ½ of the Southeast ¼ of the East ½ of the Southeast ¼ of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian in

Cook County, Illinois.

PIN:

16-12-427-028

CPS reserves the right to make changes or edits to the legal description information as necessary.

Vice President Ruiz abstained on Board Report 14-0827-OP1.

President Vitale indicated that if there were no objections, Board Reports 14-0827-RS4 through 14-0827-RS6, and 14-0827-OP1, 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 14-0827-RS4 through 14-0827-RS6, and 14-0827-OP1 adopted.

14-0827-PO1

# AMEND BOARD REPORT 11-0824-PO2 ADMISSIONS POLICY FOR MAGNET, SELECTIVE ENROLLMENT AND OTHER OPTIONS FOR KNOWLEDGE SCHOOLS AND PROGRAMS

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board amend the Admissions Policy For Magnet, Selective Enrollment and Other Options For Knowledge Schools and Programs.

PURPOSE: The purpose of this policy is to provide a comprehensive framework for enrollment in and the operation of magnet, selective enrollment and other Options for Knowledge schools and programs in the Chicago Public Schools ("CPS" or "the District"). Magnet and selective enrollment schools and programs have several goals including: (1) to maintain, to the extent permitted by law, the diversity achieved by the District prior to the termination of the consent decree in the federal lawsuit captioned, *U.S. v. Board* of *Education of the City of Chicago* (80 C 5124)(N.D. IL); (2) to promote socio-economic ("SES") diversity within schools including, but not limited to, the prevention, reduction and elimination of isolation based upon income levels, parental education levels and other social and economic factors having an established correlation to educational achievement; (3) to provide a unique or specialized curriculum or approach; and (4) to improve achievement for all students participating in a magnet or selective enrollment school or program. This policy is created to ensure equal access and equity in the provision of magnet and selective enrollment schools and programs offered by the District.

HISTORY: On December 16, 2009, the Board adopted a one-year policy which first introduced a SES diversity model and governed applications for 2010-2011 school year enrollments. On November 17, 2010, the Board adopted another one-year policy that governed applications for 2011-2012 school year enrollments. Both one-year policies were subject to public comments and review by a Blue Ribbon Commission appointed by the Chief Executive Officer. In 2011, The Chief Executive Officer ("CEO") and his designees considered public comments and Blue Ribbon Commission recommendations on whether to adopt a general Policy on Admissions to CPS Magnet and Selective Enrollment Schools and Programs in lieu of a limited one-year policy.

#### POLICY TEXT:

- APPLICABILITY: This policy applies to enrollment in magnet, selective enrollment and other Options for Knowledge schools and programs beginning with the admissions process for 2012-2013 school year enrollments.
- II. TYPES OF MAGNET, SELECTIVE ENROLLMENT AND OTHER OPTIONS FOR KNOWLEDGE SCHOOLS AND PROGRAMS: The Chicago Public Schools operates the following types of magnet, selective enrollment and other Options for Knowledge schools and programs, which are collectively referred to in this policy as "magnet and selective enrollment schools and programs":
- 1. <u>Elementary Magnet Schools</u>: Elementary magnet schools offer a curriculum focused on a specific programmatic theme(s). Every student in the school is involved in the magnet theme(s) or focus offered at that school. To be considered for acceptance, students must submit an application in accordance with the Options for Knowledge publication and other related publications issued by the CEO or designee (collectively referred to in this policy as "the Options for Knowledge publication"). CPS uses non-testing admissions procedures for its magnet elementary schools. Generally, magnet schools do not have a neighborhood attendance boundary. For magnet schools with defined attendance areas, the admissions process is similar to the process for elementary magnet cluster schools.
- 2. <u>Elementary Magnet Cluster Schools</u>: A magnet cluster school is an elementary neighborhood school with a defined attendance area. These schools accept all students who live within the boundary; any remaining available seats are filled by students who live outside of the neighborhood attendance boundary. Magnet cluster schools are designed to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. Magnet cluster schools offer a curriculum focused on a specific programmatic theme(s). CPS uses non-testing admissions procedures for its magnet cluster schools. To be considered for admissions, students who live outside of the attendance boundary must submit an application in accordance with the Options for Knowledge publication.
- 3. <u>Selective Enrollment Elementary Schools and Programs ("SEES")</u>: SEES provide programs and services that modify, supplement and support the standard education of students identified as gifted and talented, who consistently excel in general intellectual ability or possess aptitude or talent in a specific area. SEES schools consist of Regional Gifted Centers, Classical Schools, Academic Centers and International Gifted Programs, as further described below. CPS uses standardized testing admissions procedures for these schools and programs.
- a. Regional Gifted Centers A Regional Gifted Center is an elementary school or a program within an elementary school that offers a curriculum that is designed to meet the needs of gifted students and is faster in pace, broader in scope, and presents subject matter in greater depth than is possible in most programs. Some of these centers are designed to service the needs of high-ability English Language Learners.
- b. Classical Schools Classical Schools are designed to provide a challenging liberal arts course of instruction for students with high academic potential. The instructional program in these elementary schools is accelerated and highly structured for strong academic achievement in literature, mathematics, language arts, world language and the humanities.
- c. Academic Centers Academic Centers are housed in high schools and offer a program that allows academically advanced students in grades 7-8 the opportunity to access advanced courses, including high school level courses, and move through course material at their own pace.
- d. International Gifted Programs International Gifted Programs are designed for intellectually able 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade students. The programs include intensive study in English, French, social studies, laboratory science, mathematics, technology, arts, library science and advanced research.
- 4. <u>Selective Enrollment High Schools ("SEHS")</u>: SEHS are designed to meet the needs of the city's most academically advanced high school students. A selective enrollment high school does not have an attendance area. CPS uses criteria that include standardized testing for admission to these schools.
- 5. Magnet High Schools and Programs: Generally, magnet high schools do not have a neighborhood attendance boundary. Magnet high schools offer a curriculum focused on one or more specific programmatic themes. CPS uses non-testing admissions procedures for its magnet high schools; however, a threshold stanine is generally required for eligibility. High school magnet programs also are located in neighborhood high schools in order to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. The schools accept students who live within their attendance boundaries. Students who live outside of the neighborhood attendance boundary must submit an application; students are selected in accordance with the procedures described in the annual Options for Knowledge publication.

- 6. <u>International Baccalaureate Programs in Neighborhood High Schools ("High School IB Programs")</u>: The High School IB Program is a pre-university program for academically advanced in grades 11 and 12. Located in neighborhood schools, these programs are designed to enhance educational opportunities for neighborhood students, as well as increase choice for students citywide. Students (both neighborhood students and citywide students) must apply for enrollment in a High School IB Program prior to entering high school; students are selected in accordance with the procedures described in this policy and the annual Options for Knowledge publication.
- 7. Other Options For Knowledge Schools and Programs: Other Options for Knowledge schools and programs include but are not limited to Military Academies, High Schools with College and Career Academy programs, Open Enrollment schools any other school or program specified by the CEO or designee in the annual Options for Knowledge publication.
- III. CONSIDERATION OF SOCIO-ECONOMIC FACTORS IN THE SELECTION PROCESS: The District's magnet and selective enrollment admissions processes consider socio-economic status ("SES") factors that relate to the census tract in which an applicant resides at the time of application. Parents/guardians are responsible for providing a true and correct address on all applications and updating their current address with the Chicago Public Schools on a timely basis. The application address will update a student's address with the system of record (IMPACT). CPS utilizes data in the following six areas to calculate SES scores and designate an SES tier for each census tract: (1) median family income, (2) adult educational attainment, (3) the percentage of single-parent households, (4) the percentage of home ownership, (5) the percentage of the population that speaks a language other than English; and (6) a school performance variable. Results from these six SES factors will be combined to create a composite census tract score for each census tract in Chicago.

The first five SES factors are derived from data gleaned from the U.S. Census Bureau and other updated sources of reliable and relevant information. Although the U.S. Census is administered every 10 years, current estimates of data tracked by the census are made available through updates published by the U.S. Census Bureau and through reliable commercial demographic marketing firms that use a variety of supplemental data sources. These data are widely used in retail, health care, telecommunications, real estate, and economic development industries, among others. The sixth factor, the school performance variable, is calculated annually from ISAT scores for attendance area schools in each census tract. The SES tier assignment for each census tract is published on the Office of Academic Enhancement's website at <a href="https://www.cpsoae.org">www.cpsoae.org</a>.

- IV. MAGNET SCHOOLS AND PROGRAMS SELECTION PROCESS: Magnet schools and programs use the computerized lottery selection process described below.
- 1. <u>Elementary Magnet School Lottery Selections Entry Level:</u>
- a. Siblings All sibling applicants shall be offered seats to the extent space is available. Lotteries will be conducted as necessary if the number of sibling applicants is greater than the number of available seats, and a designated sibling wait list shall be established if there are more sibling applicants than available space. To be eligible, the enrolled sibling and the applicant sibling must reside in the same household and must be attending the same school at the same time for at least one school year. For the purposes of this policy, the term sibling means natural siblings, step siblings, foster siblings and adopted siblings, as evidenced by documentation required by the CEO or designee. A sibling of a student who will be graduated, or who is scheduled to transfer to another school, prior to the enrollment of the sibling who is applying for admission, shall not be eligible for this priority.
- b. Proximity Lottery After placing siblings as described above, 40% of the remaining seats will be allocated to the proximity lottery and the balance to the citywide SES lottery. Proximity determinations will be made by the CEO or designee through a geocoding-based proximity analysis conducted prior to the lottery. All applicants will be placed into the proximity or citywide lotteries based on the application address.

If the number of proximity applicants is less than the number of seats allocated for the proximity application process, those applicants will be given offers and the remaining seats will be filled through the citywide SES lottery.

Where there are more proximity applicants than available seats, computerized lotteries may be run for applicants residing within a 1.5 mile proximity radius of the elementary magnet school and a 2.5 mile proximity radius of the magnet high school. The proximity radius is determined by a straight line method that does not consider driving distances. A sufficient number of offers will be made in lottery order to fill the seats allocated to the proximity selection process. The remaining proximity applicants will be placed on a proximity wait list.

In an effort to ensure ongoing diversity in these programs, if more than 50 percent of the entire student body, according to the current 20<sup>th</sup> day file, is comprised of students within the proximity and if more than 50 percent of the student body is any one racial or ethnic group, no proximity lottery will be held for that school. Where both conditions are met, all applicants, including those living in the proximity area, will be placed into the citywide SES lottery.

placed into the citywide SES lottery.

c. Citywide SES Lottery — Offers for the seats allocated to the citywide SES lottery process will be made using the four SES tiers described in Section III. above. Applicants for the citywide SES lottery process will be placed into the four SES tiers based on the applicant's address noted on the application. Lotteries will be conducted within each of the four SES tiers and applicants will be ranked in lottery order within each tier. If there are insufficient applicants within a tier to fill the allocated number of seats in that particular SES tier, the unfilled seats will be divided evenly and redistributed across the remaining tier(s) as the process continues. A sufficient number of offers will be made in lottery order for each SES tier to fill the seats allocated to this lottery process. The remaining applicants will be placed on an applicant wait list by SES tier.

- 2. <u>Elementary Magnet School Lottery Selections Non-Entry Level</u>: Applications to transfer to an elementary magnet school or program at a higher grade level, and requests to transfer to a magnet school or program during the school year at any grade level shall be handled through the following procedure: Available seats will first be offered to siblings of currently enrolled students (with a lottery conducted if there are more sibling applicants than seats). The remaining seats will be filled through a citywide lottery. Requests to transfer into an entry-level grade after the commencement of the school year shall be handled in accordance with the wait list requirements set out in section IV.5. herein.
- 3. <u>Selections for Elementary Magnet Cluster Schools and Elementary Magnet Schools with Attendance Boundaries</u>: For students who reside outside the attendance area of a magnet cluster school or magnet school with an attendance boundary, applications for entry-level and non-entry level grades must be submitted in accordance with the Options for Knowledge publication. After enrolling all attendance area students, available seats will first be offered to sibling applicants of currently enrolled students (with a lottery conducted if there are more sibling applicants than seats). The remaining seats will be filled through a citywide general lottery that does not apply SES tier factors. For schools with an entry level grade of pre-kindergarten, applications are required for all students who wish to enroll in pre-kindergarten regardless of whether the student lives within the school's attendance boundary.
- 4. <u>Selections for Magnet High Schools and Programs</u>: All applicants are subject to threshold academic criteria in order to apply as specified in the Options for Knowledge publication. Where there are more qualified applicants than available seats, students are selected through the computerized sibling selection, proximity lottery and SES lottery processes outlined in section IV.1.a., IV.1.b. and IV.1.c. above. For magnet high schools and high school magnet programs with academic requirements, sibling applicants must meet eligibility requirements in order to qualify for sibling priority admission.

Notwithstanding the foregoing, if a high school magnet program is a performance-based program (such as a performing or arts program at a neighborhood school), after identifying students meeting threshold academic criteria, a combination of academic and audition/portfolio-based criteria will be used to select students as specified in the annual Options for Knowledge publication. Applicants are ranked through a computerized process based on this combination of criteria with student selections made based on rank order.

Applications to transfer to a magnet high school or program at a non-entry level shall be reviewed and approved by the CEO or designee.

5. Wait Lists: Wait lists shall be annually established by the CEO or designee for enrollment at a magnet school or program based on the ranking of applicants through the lottery process for applicants at all grade levels. The established wait lists will remain in effect until the end of the school year in which the wait list applies. Any school wishing to make offers to applicants identified on the wait lists must contact the parent/guardian of those applicants in wait list order and record how and when they attempted contact and if the parent/guardian responded. Schools are required to use IMPACT to track whether students have accepted or declined, in accordance with the CEO's or designee's procedures. No applicants may be given offers for seats in a magnet school or program unless those applicants appear on the wait list established by the CEO or designee for that school and grade. Schools that have exhausted their wait list(s) may accept additional applications, but all applications must be approved by the CEO or designee to authorize enrollment. Audits will be conducted periodically to ensure compliance with all wait list procedures.

For both entry- and non-entry-level seats, where a school is maintaining a wait list for sibling applicants, the sibling wait list must be exhausted first. Where a school does not have a sibling wait list but maintains proximity and general wait lists, the school shall alternate between the proximity and general wait lists when enrolling students in accordance with the procedures established by the CEO or designee

- 6. <u>NCLB School Choice</u>: Notwithstanding the foregoing, the CEO or designee may set aside a prescribed number of seats at magnet schools and magnet cluster schools that qualify as NCLB School Choice receiving schools to conduct Choice lotteries for qualifying students.
- 7. <u>Principal Discretion</u>: This policy does not authorize principals of magnet schools and programs to exercise principal discretion in the student selection process.
- V. SELECTIVE ENROLLMENT SCHOOLS AND PROGRAMS SELECTION PROCESS: Students are selected for Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs and Selective Enrollment High Schools and High School IB Programs through academically-based criteria and a computerized selection process, as described below. The goal of the selective enrollment selection process is to offer a student the optimum match of school/program choice as indicated on the student's application based on the student's composite score and, for SES-based selections, the student's census tier.
- 1. <u>Selection for Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs and Selective Enrollment High Schools Entry Level:</u> Applicants who attain final scores above the cutoff score established by the CEO or designee will be selected through a system that affords applicants two opportunities to be chosen for enrollment at each of their preferred selective enrollment schools or programs. Applicants to each selective enrollment school or program are first ranked based solely on their composite score results from applicable testing and/or academic criteria. Next, all applicants to the particular school or program are again ranked by their assigned SES tier based on the composite score results from applicable testing and/or academic criteria.

A total of 30% of the available seats shall be filled in rank order from the testing/academic criteria-only list. The remainder of available seats shall be filled in rank order from the lists that rank applicants by each of the four SES tiers, with an even number of students selected from each of the four SES tier rank lists. If there are insufficient qualifying applicants within an SES tier to fill the allocated number of seats in that particular tier, the unfilled seats will be divided evenly and redistributed across the remaining tier(s) as the process continues.

An applicant will be considered in both the score-only rank list and the SES tier rank list for each school identified on the student's application in the student's order of preference until the student is selected by a school or until the student's school preference list is exhausted. Applicants are selected in rank order from each list in such a way that when a student is selected from the score-only list, his/her name will not be processed on the SES tier rank list for that school. Under this single offer model, only one offer is permitted per round of admissions. Once a student accepts an offer for a school or program, he/she will not be considered for any other schools and programs identified on the student's application in future rounds of admission. There is no guarantee that more than one round of admission will be necessary.

There shall be no transfer opportunities into an entry level grade at a Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs, or SEHS after the commencement of the first day of the school year, except as authorized under the Options for Knowledge publication.

- 2. <u>Selection for Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs and Selective Enrollment High Schools Non-Entry Level:</u> Applications to enroll in a selective enrollment elementary school or program (SEES) at a grade level other than an entry-level grade are subject to review and approval by the CEO or designee. All such transferring students must satisfy all application and testing requirements and shall be considered in accordance with the Options for Knowledge publication. Applications to enroll in a selective enrollment high school or program at a grade level other than the entry-level grade are subject to review and approval by the CEO or designee.
- 3. <u>Selection for High School IB Program</u>: Students (both neighborhood students and citywide students) must apply for enrollment in a High School IB Program prior to entering high school. To support the continuum of International Baccalaureate (IB) programming between partnering elementary schools and high schools offering an IB program, applicants from partnering schools are given preference in the selection process. Applicants from a high school's partner IB elementary schools shall be offered seats to the extent that space is available. For remaining seats, applicants who satisfy threshold academic criteria are evaluated based on a combination of academic and interview criteria, with students receiving additional points if they reside within the school's attendance boundary. Applicants are ranked through a computerized process based on this combination of criteria with student selections made based on rank order.

Applications to enroll in a High School IB Program at a grade level other than the entry-level grade are subject to review and approval by the CEO or designee.

- 4. <u>Set Asides</u>: In consultation with the Office of Special Education and Supports, certain selective enrollment schools and programs may also be subject to additional set-aside requirements for the placement of students with disabilities, as may be required by law. Additionally, the CEO or designee is authorized to incorporate set-asides for a NCLB choice process in the SEHS selection process.
- Siblings: There is no priority admission of siblings to Regional Gifted Centers, Classical Schools, Academic Centers, International Gifted Programs and Selective Enrollment High Schools or High School IB Programs.
- 6. <u>Principal Discretion</u>: Principals' discretionary admissions shall be allowed in SEHS only. Annually the CEO or designee shall identify the requisite number of principal discretion seats available at each SEHS. All SEHS principal discretion admissions shall be conducted in strict compliance with the CEO's SEHS principal discretion guidelines. This policy does not authorize principals of SEES or High School IB Programs to exercise principal discretion in the student selection process.
- VI. OTHER OPTIONS FOR KNOWLEDGE SCHOOLS AND PROGRAMS SELECTION PROCESS: Students are selected based on the criteria and process identified for each school or program in the Options for Knowledge publication.
- VII. APPLICATIONS: Students seeking admission to a magnet or selective enrollment school or program or other Options for Knowledge school or program shall submit applications in accordance with the requirements and deadlines specified in the Options for Knowledge publication.
- 1. <u>Existing Students</u>: Students cannot automatically transfer from one magnet or selective enrollment school or program into another. If a student who is enrolled in a magnet or selective enrollment school or program is interested in attending another magnet or selective enrollment school or program, the student must apply through the standard application procedures set out in this policy. Once a student transfers out of a magnet or selective enrollment school or program, if he/she wishes to return to that school or program, he/she must reapply for admission to that school or program through the standard application procedures.
- 2. Applications for Twins or Multiples: For applications for a magnet school magnet cluster school or magnet program (except performance-based magnet programs), parents/guardians of twins, triplets and other higher order multiple births have the option to link their applications together. This link connects the applicants together, ensuring the twins/multiples are treated as a unit in the lottery. This ensures that they will either gain placement together, or be next to each other on the waitlist. Parents/guardians of twins/multiples also have the option to not link their applications, in which case each child will be

independently processed in the lottery without connection to their twin or multiple sibling(s). This policy adopts the traditional meaning of twins and multiples, meaning siblings produced in the same pregnancy. For purposes of this policy, the terms twins and multiples do not include siblings adopted during the same year, adopted siblings born during the same 12-month period, biological siblings born from different pregnancies during the same 12-month period, or any other circumstance in which siblings are close in age but who were not produced in the same pregnancy.

- 3. <u>Affirmation</u>: All applications submitted under this policy must include a signed statement in which the parent or guardian affirms that the information contained in the application is true and correct. In the event that the District discovers that an applicant submitted false information including, but not necessarily limited to, information regarding the applicant's residence or sibling status, the applicant shall be subject to immediate removal from the magnet or selective enrollment school or program to which admission was gained based on false information. The CEO or designee shall establish a process to evaluate alleged fraud and make final determinations regarding student removal.
- 4. <u>Residency Requirement:</u> Enrollment in any CPS magnet or selective enrollment school or programs is limited to "residents" of the City of Chicago, as further described in the Board's Enrollment and Transfer Policy. A student is not required to reside in the City of Chicago in order to apply to these schools or programs; however, in order to enroll, the student must reside within the City limits no later than the July 1<sup>st</sup> immediately prior to the start of the school year that the student seeks enrollment. The Options for Knowledge publication may address procedures for compliance with the proof of residency requirement.
- 5. <u>Second Application Processes</u>: In the spring of each year, a second application process will be offered for magnet schools and magnet cluster schools that still have space available following the regular application process in the fall. The "End-of-Year Citywide Options Program" shall be conducted in accordance with application procedures published by the CEO or designee. Parents will be notified of application status in accordance with the procedures established for these programs by the CEO or designee.
- 6. <u>Application Appeals</u>: The CEO or designee is authorized to establish an appeals process for disputes regarding applications to a magnet, selective enrollment or other Options for Knowledge school or program.
- VIII. NCLB TRANSFERS: The Board authorizes the CEO to the extent practicable, to incorporate a school choice transfer process, as specified in the No Child Left Behind Act (NCLB), within the enrollment process described herein for SEHS, elementary magnet schools, elementary magnet cluster schools and high school magnet programs. Under the NCLB Transfer program, transferring students receive transportation assistance to the extent required by NCLB and in accordance with CPS guidelines.
- IX. STUDENTS WITH DISABILITIES: Magnet and selective enrollment schools and programs shall strive to meet the minimum enrollment targets of students with disabilities established by the Corey H. court monitor. If a school is below the minimum enrollment target, the school and the Office of Special Education and Supports (OSES) shall determine whether the placement of a program for students with low incidence disabilities is appropriate to assist the school in meeting the minimum enrollment target. In cases where the IEP of students with physical impairments requires that the children attend school in an accessible building and a magnet school constitutes the closest accessible building that can implement the IEP, such admissions decisions shall be made independent of the aforementioned process by the CEO or designee.
- X. CONTINUATION OF ENROLLMENT: Absent extenuating circumstances that may affect the best interest of the student, once a student is admitted to a magnet or selective enrollment school or program, the student may remain enrolled in that school or program until the student reaches the highest grade level offered by that school; provided that remaining in the school does not adversely affect the student's social, emotional, and/or academic well-being. This right shall not be affected by changes that might be made regarding transportation guidelines pertaining to these schools. All students enrolled in a magnet or selective enrollment school or program are further subject to the transfer provisions identified in the Board's Enrollment and Transfer Policy.

#### XI. TRANSPORTATION:

- Application to and acceptance in any magnet school or program or SEES shall be made without regard to whether a student is eligible for transportation services. Hence, a student may apply and be accepted to a magnet school or program or SEES regardless of whether the student would be entitled to receive transportation.
- 2. CPS provides transportation services during the regular school day to students attending its magnet schools and programs in accordance with applicable federal and state laws, any board reports related to specific schools and the following requirements. Subject to the availability of funding, the following transportation services will be provided:
- a. Transportation service is provided to those students attending an elementary magnet school who live more than 1.5 miles and less than 6.0 miles from the school in which they are enrolled.
- b. Transportation service is provided to those students attending a Regional Gifted Center who live more than 1.5 miles from the school in which they are enrolled (with the exception of Camegie, Coonley and South Loop, which provide transportation as described in the Options for Knowledge publication).

- c. Transportation service is provided to 7<sup>th</sup> and 8<sup>th</sup> grade students attending Academic Centers who live more than 1.5 miles from the school in which they are enrolled, in accordance with the procedures established for Academic Centers described in the Options for Knowledge publication.
- d. Transportation service is provided to 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade students attending International Gifted Programs, who live more than 1.5 miles from the school in which they are enrolled, in accordance with the procedures established for International Gifted Programs described in the Options for Knowledge publication.
- e. Transportation is provided to students attending any Classical Schools who live more than 1.5 miles from the school in which they are enrolled and who reside within the transportation ranges described in the Options for Knowledge publication.
- 3. The provisions of this policy will not act to limit the entitlement of any student who receives transportation services as a result of IEP accommodations, homelessness, NCLB School Choice or any other program that provides transportation services.
- 4. Transportation services are not provided to any student residing less than 1.5 miles from the school they are attending, unless a safety hazard exists within the minimum transportation distance. Parents requesting transportation within the 1.5 mile area must complete the "Request for Exception Application for Determination of Serious Safety Hazard" form and return it to the school principal. The request must be approved by the respective Chief of Schools with any appeals going to the CEO or designee.
- 5. Transportation services are not provided to students in the 9th through 12th grades attending any magnet high school, any selective enrollment high school or program, or any magnet program at the high school level.
- 6. The Chief Executive Officer may authorize adjustments to the transportation services set out in this policy as s/he deems necessary to best serve the needs of a particular magnet school or program or SEES. The Chief Executive Officer shall submit a quarterly report to the Board on any adjustments to transportation services authorized during the previous quarter.
- XII. ACCOUNTABILITY STANDARDS AND PROGRAM STATUS: The CEO or designee is authorized to make annual evaluations regarding program status and continuation of resources, based on program compliance and fidelity, utilization rates and other factors. Further, at the end of each school year, the CEO may make determinations regarding the continuation or adjustment of any of the District's magnet and/or selective enrollment schools and programs. Any change that would eliminate a school's magnet or selective enrollment status is subject to Board approval. Any change that does not result in a change in status for the school is subject to approval by the CEO.
- XIII. AUTHORIZATION TO ISSUE PROCEDURES AND GUIDELINES: The CEO or designee is authorized to establish application and selection procedures and requirements as necessary to effectively administer applications for enrollment in magnet and selective enrollment schools and programs and will publish these procedures and rules in the annual Options for Knowledge publication. The CEO may also issue revised or updated procedures, rules and guidelines as necessary for the effective implementation of the requirements of this policy. The CEO or designee is further authorized to formulate and issue SEHS principal discretion guidelines as specified in this Policy and issue revisions or updates to these guidelines as necessary for the effective implementation of the requirements of this policy.
- XIV. ENFORCEMENT: Violations of this policy or any guidelines, manuals or procedures issued pursuant to or in relation to this policy are prohibited. Employees of the Board who commit such violations will be subjected to severe penalties, up to and including termination. Students who are enrolled in violation of this policy will be subject to removal from that magnet or selective school or program.

#### 14-0827-PO2

## AMEND BOARD REPORT 13-0828-PO5 ADOPT A SCHOOL QUALITY RATING POLICY

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education adopt a School Quality Rating Policy.

#### **POLICY TEXT:**

#### Purpose and Goals

This policy shall establish the standards and criteria for issuing a School Quality Rating and Accountability Status to each school that is either Good Standing status, Remediation status (which indicates the need for Provisional Support) or Probation status (which indicates the need for Intensive Support) per Section 5/34-8.3 of the Illinois School Code. This policy will take effect beginning with a School Quality Rating and Accountability Status issued to each school for the 2014-2015 school year based on school performance data gathered during the prior school year. This policy will also apply to subsequent school years unless amended or rescinded by the Board. A school's Accountability Status from the prior school year shall remain in effect until such time as the school is notified of its new status for the then-current school year that is issued in accordance with this policy.

This policy sets out a systematic means for measuring a school's performance and identifying schools in need of support and increased oversight due to insufficient levels of achievement and growth based on

the key indicators and School Quality Rating system as defined by the Board herein. Section 5/34-8.3 of the Illinois School Code provides for the remediation and probation of schools and requires the Chief Executive Officer ("CEO") of the Chicago Public Schools ("CPS") to monitor the performance of each school using the criteria and rating system established by the Board to identify those schools in which: (1) there is a failure to develop, implement, or comply with the school improvement plan; (2) there is a pervasive breakdown in the educational program as indicated by various factors such as the absence of improvement in reading and math achievement scores, an increased drop-out rate, a decreased graduation rate, or a decrease in the rate of student attendance; or (3) there is a failure or refusal to comply with the provisions of the School Code, other applicable laws, collective bargaining agreements, court orders, or with applicable Board rules and policies.

The Board recognizes that an effective and fair School Quality Rating system considers a broad range of indicators of success, including, but not limited to student test score performance and student academic growth, closing of achievement gaps, school culture and climate, attendance, graduation, and preparation for post-graduation success. Therefore, this policy establishes a comprehensive system to assess school performance in order to identify, monitor and assist schools with low student performance in these areas, as well as provide a framework for action to intervene in schools with stagnant or insufficient rates of student improvement. The School Quality Rating system also provides a means for recognition of schools who have demonstrated distinguished levels of performance.

#### II. Scope of the Policy

All CPS schools are subject to this policy, including, but not limited to, neighborhood schools, magnet schools, selective enrollment schools, contract schools, Option Schools, and schools with non-traditional grade structures. CPS charter schools are subject to the performance standards set out in this policy by and through the accountability provisions in their charter contract with the Board and shall annually receive a School Quality Rating and Accountability Status.

#### III. ACCOUNTABILITY INDICATORS, STANDARDS AND SCORING

#### A. Accountability Status Determination

A school shall receive a School Quality Rating and Accountability Status based upon its level of performance and growth. The school's School Quality Rating is determined based on a point system. A school is evaluated on each of the indicators identified in Sections III.B through III.D and receives points ranging from 1 to 5 on each indicator as specified. The points for each indicator are then weighted as described in Section III.E below and averaged to determine the school's overall weighted score, which will also range from 1 to 5. The school's overall weighted score is used to determine the school's School Quality Rating of either Tier 1, Tier 2, Tier 3, Tier 4 or Tier 5 as described in Section III.F below.

The tier rating issued to a school is then used in combination with other factors to determine whether the school is identified with an Accountability Status of Good Standing, Remediation or Probation, as follows:

- Schools newly established by the Board shall receive an annual School Quality Rating as soon as sufficient data is available, but will remain in Good Standing status until completing the second year of operation or until such time as adequate measures of student achievement become available.
- 2. A school with a School Quality Rating of Tier 5 hereunder shall receive Probation status.
- A school with a School Quality Rating of Tier 4 hereunder shall receive Remediation status, except when:
  - The school has been on Probation status for 2 or more consecutive years, in which case the school must receive a Tier 1, Tier 2, Tier 3 or Tier 4 rating for 2 consecutive years to be eligible for another Accountability Status and removal from Probation<sup>1</sup>;
  - ii. The Board has taken an action under 105 ILCS 5/34-8.3(d)(2) or (4) at the school, in which case the school must remain on Probation for a minimum of 5 years or until the school has made Adequate Yearly Progress for 2 consecutive years, whichever occurs later; or
  - iii. The CEO has determined that the school faces academic problems that may not be sufficiently addressed through the Remediation process, in which case the school will receive Probation status. In making this determination, the CEO will consider various factors including the length of time the school has had a Tier 4 rating status, long-term academic trends, school culture and climate, and quality of school leadership.
- A school with a School Quality Rating of Tier 1, Tier 2 or Tier 3 hereunder shall receive Good Standing status, except when:
  - i. The school has been on Probation status for 2 or more consecutive years, in which case the school must receive a Tier 1, Tier 2, Tier 3 or Tier 4 rating for 2 consecutive years to be eligible for another Accountability Status and removal from Probation<sup>1</sup>:
  - ii. The school has been on Remediation status for 2 or more consecutive years, in which case the school must receive a Tier 1, Tier 2 or Tier 3 rating for 2 consecutive years to be eligible for another Accountability Status and removal from Remediation;

<sup>&</sup>lt;sup>1</sup> When evaluating the rating history of a school to determine whether the school qualifies to be removed from Probation status, an Achievement Level rating of Level 1 or Level 2 earned under the 2013-2014 Performance, Remediation and Probation Policy may be used in combination with a Tier 1, Tier 2, Tier 3 or Tier 4 rating under this Policy to qualify a school to be removed from Probation.

- iii. The school has been on a combination of Remediation and Probation status for the last 2 consecutive years, in which case the school will receive Remediation status and must receive a Tier 1, Tier 2 or Tier 3 rating for 2 consecutive years to be eligible for another Accountability Status and removal from Remediation; or
- iv. The Board has taken an action under 105 ILCS 5/34-8.3(d)(2) or (4) at the school, in which case the school must remain on Probation for a minimum of 5 years or until the school has made Adequate Yearly Progress for 2 consecutive years, whichever occurs later.

Notwithstanding the foregoing, the CEO may at any time place any school on Probation status if the CEO determines that s/he must take necessary steps to satisfy legal requirements or other mandates, including, but not limited to, when the CEO determines: (a) that a school has failed or refused to comply with the provisions of the School Code, other applicable laws, collective bargaining agreements, court orders, or with applicable Board rules and policies; or (b) that a school with state or federal school improvement status has a school improvement plan, budget or any amendment thereto that may compromise, limit or otherwise impair the implementation of the remedial measures required by ISBE or NCLB. Nothing herein shall limit the Board's ability to take action in accordance with 105 ILCS 5/34-8.3(f).

#### B. Elementary School Performance Indicators

The indicators and standards and related points that determine an elementary school's School Quality Rating are as follows:

Ele	ementary Performance Indicator	5 points	4 points	3 points	2 points	1 point
1.	National School Attainment Percentile on the NWEA Reading Assessment	90 <sup>th</sup> percentile or higher	Between 70 <sup>th</sup> and 89 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 69 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
2.	National School Attainment Percentile on the NWEA Math Assessment	90 <sup>th</sup> percentile or higher	Between 70 <sup>th</sup> and 89 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 69 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
3.	National School Growth Percentile on the NWEA Reading Assessment	90 <sup>th</sup> percentile or higher	Between 70 <sup>th</sup> and 89 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 69 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
4.	National School Growth Percentile on the NWEA Math Assessment	90 <sup>th</sup> percentile or higher	Between 70 <sup>th</sup> and 89 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 69 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
5.	Priority Group National Growth Percentile on the NWEA Reading Assessment (evaluated separately for African-American, Hispanic, English Language Learners (ELLs) and Diverse Learners)	70 <sup>th</sup> percentile or higher	Between 50 <sup>th</sup> and 79 <sup>th</sup> percentile	Between 30 <sup>th</sup> and 49 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 29 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
6.	Priority Group National Growth Percentile on the NWEA Math Assessment (evaluated separately for African-American, Hispanic, English Language Learners (ELLs) and Diverse Learners)	70 <sup>th</sup> percentile or higher	Between 50 <sup>th</sup> and 79 <sup>th</sup> percentile	Between 30 <sup>th</sup> and 49 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 29 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
7.	Percentage of Students Meeting or Exceeding National Average Growth Norms on NWEA Reading and Math Assessments	70% or higher	Between 60% and 69.9%	Between 50% and 59.9%	Between 40% and 49.9%	Less than 40%
8.	Average Daily Attendance Rate (Grades K-8)	96% or higher	Between 95% and 95.9%	Between 94% and 94.9%	Between 92% and 93.9%	Less than 92%
9.	My Voice, My School 5 Essentials Survey	Well Organized	Organized	Moderately Organized	Partially Organized	Not Yet Organized
10.	Percentage of Students Making Sufficient Annual Progress on the ACCESS assessment	55% or higher	Between 45% and 54.9%	Between 35% and 44.9%	Between 25% and 34.9%	Less than 25%
11.	Data Quality Index Score	99% or higher	Between 95% and 98.9%	Between 90% and 94.9%	Between 85% and 89.9%	Less than 85%

For each of the above indicators that are based on standardized assessments, a school must meet minimum participation requirements to receive the full points. A minimum participation requirement is established to ensure that all students have an equal opportunity to participate in the instruction and assessment process. The points received for each indicator will be adjusted as follows based on participation rates, with a school receiving no less than 1 point for each indicator:

Participation Rate	Point Adjustment
Greater than or equal to 95%	No adjustment
Greater than or equal to 93% but less than 95%	-1 point
Greater than or equal to 92% but less than 93%	-2 points
Greater than or equal to 90% but less than 92%	-3 points
Less than 90%	-4 points

#### C. High School Performance Indicators

The indicators and standards and related points that determine a high school's School Quality Rating are as follows:

Hig	h School Performance Indicator	5 points	4 points	3 points	2 points	1 point
1.	National School Attainment Percentile Based on EXPLORE, PLAN and ACT Assessments	90 <sup>th</sup> percentile or higher	Between 70 <sup>th</sup> and 89 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 69 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
2.	National School Growth Percentile Based on EXPLORE, PLAN and ACT Assessments	90 <sup>th</sup> percentile or higher	Between 70 <sup>th</sup> and 89 <sup>th</sup> percentile	Between 40 <sup>th</sup> and 69 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 39 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
3.	Priority Group National Growth Percentile Based on EXPLORE, PLAN and ACT Assessments (evaluated separately for African- American, Hispanic, English Language Leamers (ELLs) and Diverse Leamers)	70 <sup>th</sup> percentile or higher	Between 50 <sup>th</sup> and 69 <sup>th</sup> percentile	Between 30 <sup>th</sup> and 49 <sup>th</sup> percentile	Between 10 <sup>th</sup> and 29 <sup>th</sup> percentile	Below 10 <sup>th</sup> percentile
4.	Average Daily Attendance Rate (Grades 9-12)	95% or higher	Between 90% and 94.9%	Between 85% and 89.9%	Between 80% and 84.9%	Less than 80%
5.	Freshman On-Track Rate	90% or higher	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
6.	4-year Cohort Graduation Rate	85% or higher	Between 75% and 84.9%	Between 65% and 74.9%	Between 55% and 64.9%	Less than 55%
7.	1-Year Dropout Rate	2% or below	Between 2.1% and 4%	Between 4.1% and 6%	Between 6.1% and 8%	More than 8%
8.	College Enrollment Rate	75% or higher	Between 65% and 74.9%	Between 55% and 64.9%	Between 45% and 54.9%	Less than . 45%
9.	College Persistence Rate	85% or higher	Between 75% and 84.9%	Between 65% and 74.9%	Between 55% and 64.9%	Less than 55%
10.	Percent of Graduates Earning a 3+ on an AP Exam, a 4+ on an IB Exam, an Approved Early College Credit and/or an Approved Career Credential	40% or higher	Between 30% and 39.9%	Between 20% and 29.9%	Between 10% and 19.9%	Less than 10%
11.	My Voice, My School 5 Essentials Survey	Well Organized	Organized	Moderately Organized	Partially Organized	Not Yet Organized
12.	Data Quality Index Score	99% or higher	Between 95% and 98.9%	Between 90% and 94.9%	Between 85% and 89.9%	Less than 85%

For each of the above indicators that are based on standardized assessments, a school must meet minimum participation requirements to receive the full points. A minimum participation requirement is established to ensure that all students have an equal opportunity to participate in the instruction and assessment process. The points received for each indicator will be adjusted as follows based on participation rates, with a school receiving no less than 1 point for each indicator:

Participation Rate	Point Adjustment
Greater than or equal to 95%	No adjustment
Greater than or equal to 93% but less than 95%	-1 point
Greater than or equal to 92% but less than 93%	-2 points
Greater than or equal to 90% but less than 92%	-3 points
Less than 90%	-4 points

#### D. Option School Performance Indicators

The indicators and standards and related points that determine an Option school's School Quality Rating are as follows:

Op	tion School Performance Indicator	5 points	4 points	3 points	2 points	1 point
1.	Average Growth Percentile on STAR Reading Assessment	60 <sup>th</sup> Percentile or higher	Between 50 <sup>th</sup> and 59 <sup>th</sup> Percentile	Between 40 <sup>th</sup> and 49 <sup>th</sup> Percentile	Between 30 <sup>th</sup> and 39 <sup>th</sup> Percentile	Below 30 <sup>th</sup> Percentile
2.	Average Growth Percentile on STAR Math Assessment	60 <sup>th</sup> Percentile or higher	Between 50 <sup>th</sup> and 59 <sup>th</sup> Percentile	Between 40 <sup>th</sup> and 49 <sup>th</sup> Percentile	Between 30 <sup>th</sup> and 39 <sup>th</sup> Percentile	Below 30 <sup>th</sup> Percentile
3.	Percent Making Growth Targets on STAR Reading Assessment	Greater than or equal to 65%	Between 55% and 64.9%	Between 45% and 54.9%	Between 35% and 44.9%	Less than 35%
4.	Percent Making Growth Targets on STAR Math Assessment	Greater than or equal to 65%	Between 55% and 64.9%	Between 45% and 54.9%	Between 35% and 44.9%	Less than 35%
5.	One-Year Graduation Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
6.	Credit Attainment Rate	Greater than or equal to 70%	Between 60% and 69.9%	Between 50% and 59.9%	Between 40% and 49.9%	Less than 40%
7.	Stabilization Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
8.	Average Daily Attendance Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
9.	Growth in Attendance Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%

For each of the above indicators that are based on standardized assessments, a school must meet minimum participation requirements to receive the full points. A minimum participation requirement is established to ensure that all students have an equal opportunity to participate in the instruction and assessment process. The points received for each indicator will be adjusted as follows based on participation rates, with a school receiving no less than 1 point for each indicator:

Participation Rate	Point Adjustment
Greater than or equal to 90%	No adjustment
Greater than or equal to 85% but less than 90%	-1 point
Greater than or equal to 80% but less than 85%	-2 points
Greater than or equal to 75% but less than 80%	-3 points
Less than 75%	-4 points

#### E. Weighting of Performance Indicators

Each School Quality Rating is determined by applying a weight to the points earned for each performance indicator identified in Sections III.B through III.D above. Each performance indicator and its respective weighting is set forth below. The CEO or designee may modify the applicable weights in instances where a school's data for a particular performance indicator is unavailable, incomplete or unreliable.

1. Elementary School Weighting

Elementary School Performance Indicators	Standard Weighting for Elementary Schools	Weighting for Schools with a Highest Grade Served of Grade 3
1. National School Growth Percentile on the NWEA Reading Assessment	12.5%	5%
2. National School Growth Percentile on the NWEA Math Assessment	12.5%	5%
Priority Group National Growth Percentile on the NWEA Reading     Assessment	Up to 5% (1.25% for each priority group)	Up to 5% (1.25% for each priority group)
Priority Group National Growth Percentile on the NWEA Math     Assessment	Up to 5% (1.25% for each priority group)	Up to 5% (1.25% for each priority group)
5. Percentage of Students Meeting or Exceeding National Average Growth Norms on the NWEA Reading and Math Assessments	10%	10%
National School Attainment Percentile on the NWEA Reading     Assessment for Grades 3-8	5%	2.5%
<ol> <li>National School Attainment Percentile on the NWEA Math Assessment for Grades 3-8</li> </ol>	5%	2.5%
National School Attainment Percentile on the NWEA Reading     Assessment for Grade 2	2.5%	5%
<ol><li>National School Attainment Percentile on the NWEA Math Assessment for Grade 2</li></ol>	2.5%	5%
<ol> <li>Percentage of Students Making Sufficient Annual Progress on the ACCESS Assessment</li> </ol>	5%	5%

11. Average Daily Attendance Rate (Grades K-8)	20%	35%
12. My Voice, My School 5 Essentials Survey	10%	10%
13. Data Quality Index Score	5%	5%

2. High School Weighting

High School Performance Indicators	Weighting for High Schools	
National School Growth Percentile Based on EXPLORE, PLAN and ACT Assessments	20%	
Priority Group National Growth Percentile based on EXPLORE, PLAN and ACT Assessments	Up to 10% (2.5% for each priority group)	
National School Attainment Percentile based on EXPLORE, PLAN and ACT Assessments	10%	
Percent of Graduates Earning a 3+ on an AP Exam, a 4+ on an IB     Exam, an Approved Early College Credit and/or an Approved Career     Credential	5%	
5. Average Daily Attendance Rate (Grades 9-12)	10%	
6. Freshmen On-Track Rate	10%	
7. 1-Year Dropout Rate	5%	
8. 4-Year Cohort Graduation Rate	10%	
9. College Enrollment Rate	5%	
10. College Persistence Rate	5%	
11. My Voice, My School 5 Essentials Survey	5%	
12. Data Quality Index Score	5%	

3. Option School Weighting

Option School Indicators	Weighting for Option Schools	
Average Growth Percentile on STAR Reading Assessment	10%	
2. Average Growth Percentile on STAR Math Assessment	10%	
3. Percent Making Growth Targets on STAR Reading Assessment	15%	
4. Percent Making Growth Targets on STAR Math Assessment	15%	
5. One-Year Graduation Rate	15%	
6. Credit Attainment Rate	5%	
7. Stabilization Rate	10%	
8. Average Daily Attendance Rate	10%	
9. Growth in Attendance Rate	10%	

#### 4. Weighting for Schools Serving both High School and Elementary School Grade Levels Schools serving both elementary and high school grades will receive separate weighted scores and School Quality Ratings for their elementary program and their high school program. However, the school's overall School Quality Rating and Accountability Status is determined by combining the weighted scores from the school's elementary and the high school programs, and further weighting the combined score by the proportion of students in each program.

#### F. Assignment of a School Quality Rating

Based on the weighted number of points received, schools Each school will be assigned a School Quality Rating-ae follows: based on either its number of weighted points earned or its National School Attainment Percentile, as defined in the table below. If a school qualifies for one rating based on its number of weighted points and another rating based on its National School Attainment Percentile, the school will be granted the highest of the two ratings as its School Quality Rating. For elementary schools, the National School Attainment Percentile is based on NWEA Reading and Mathematics assessments in Grades 3-8 or in Grade 2 if the school's highest grade served is Grade 2. An elementary school must meet the National School Attainment Percentile minimum in both Reading and Mathematics to qualify for a School Quality Rating based on attainment percentile. For high schools, the National School Attainment Percentile minimum based on its composite score for EXPLORE, PLAN, and ACT to qualify for a School Quality Rating based on the attainment percentile. For a school to earn a School Quality Rating based on the attainment percentile. For a school to earn a School Quality Rating based on the attainment percentile rather than weighted points earned, the school must have a minimum 95% participation rate on all assessments that determine the school's attainment percentile.

Weighted Points Earned	School Quality Rating	
4.0 or more	Tier-1	
Between 3.5 and 3.9	<del>Tier 2</del>	
Between 3.0 and 3.4	Tier 3	
Between 2.0 and 2.9	Tier 4	
Less than 2.0	Tier-5	

School Quality Rating	Weighted Points Earned	<u>OR</u>	Minimum Attainment Percentile
Tier 1	4.0 or more		90 <sup>th</sup>
Tier 2	Between 3.5 and 3.9		70 <sup>th</sup>
Tier 3	Between 3.0 and 3.4		50 <sup>th</sup>
Tier 4	Between 2.0 and 2.9		40 <sup>th</sup>
Tier 5	Less than 2.0		=

For schools serving both elementary and high school grades, the school receives weighted scores and ratings for the elementary and high school programs separately, which are then combined into a single overall School Quality Rating as described in Section III.E.4. If either the elementary and/or high school program achieves a higher program rating based on their Minimum Attainment Percentile than their weighted points earned, that program will receive the higher tier rating. When combining both program scores into a single overall School Quality Rating, any program rating based on Minimum Attainment Percentile shall be converted into the lowest score associated with that tier for purposes of performing the weighted calculation as described in Section III.E.4. The lowest score associated with each tier are as follows; Tier 1 = 4 points. Tier 2 = 3.5 points, Tier 3 = 3 points, Tier 4 = 2 points.

Notwithstanding the foregoing, a Tier 1 rating will be assigned to: (i) an elementary school with a National School Attainment Percentile for NWEA in Grades 3-8, or in Grade 2 if the school's highest grade served is Grade 2, of 90<sup>th</sup> percentile or higher in reading and math and at least 95% participation rate in both reading and math; and (ii) a high school with a National School Attainment Percentile based on the EXPLORE, PLAN and ACT assessments of 90<sup>th</sup> percentile or higher and at least 95% participation rate on those assessments.

In the event the CEO determines that the performance indicators specified in this policy are not appropriate for measuring a school's performance, the CEO may recommend to the Board the use of other specified performance indicators to evaluate the school and issue its School Quality Rating and Accountability Status. The CEO shall use such alternate performance indicators when approved by the Board.

#### IV. SCHOOLS IDENTIFIED AS NEEDING REMEDIAL ASSISTANCE

On a date to be determined by the CEO or his designee, after school performance data is available, schools will be notified as to their Accountability Status hereunder.

#### A. Schools Placed on Remediation

Any school that receives a Remediation status as described in Section III.A above shall participate in a remedial program in which a Remediation Plan is developed by the CEO and/or the CEO's designees. A Remediation Plan may include one or more of the following components:

- Drafting a new school improvement plan (currently known as the Continuous Improvement Work Plan, or CIWP);
- 2. Additional training for the local school council;
- 3. Directing the implementation of the school improvement plan; and
- Mediating disputes or other obstacles to reform or improvement at the school.

A Remediation Plan is intended to provide the support and oversight necessary to prevent schools with declining or flat performance from entering Probation status, and to help schools that are exiting Probation reach Good Standing status. In creating a Remediation Plan, the CEO or designee shall give assistance to the school to ensure that all aspects of the plan, including the school budget, address the educational deficiencies at these schools.

For schools with a federal or state school improvement status for failure to make adequate yearly progress (AYP), the school improvement plan shall also include strategies and activities to achieve AYP and ensure the implementation of remedial measures required by ISBE or NCLB, as applicable. Any updates to such school improvement plan to address new data on the deficiencies at Remediation schools with a school improvement status shall be approved by the Board in accordance with the state's timeline for Board approval of school improvement plans.

The CEO or designee shall monitor each Remediation school's implementation of the final plan and the progress the school makes toward implementation of the plan and the correction of its educational deficiencies.

#### B. Schools Placed on Probation

1. School Improvement Plan and Budget: Each school placed on Probation shall have a school improvement plan and a school budget for correcting deficiencies identified by the Board. The CEO or designee shall develop a school improvement plan (currently known as the CIWP) that shall contain specific steps that the local school council and the school staff must take to correct identified deficiencies. The school's CIWP may serve as the school's Probation plan. The school budget shall include specific expenditures that support the implementation of this plan and that are directly calculated to correct educational and operational deficiencies identified at the school.

In creating or updating the required plan, the CEO or designee shall give assistance to Probation schools to ensure that all aspects of the plan, including the school budget, reflect and are tailored to the individual needs of the school and that the plan addresses the educational deficiencies at these schools. For schools with a federal or state school improvement status for failure to make adequate yearly progress (AYP), the school improvement plan shall also include strategies and activities to achieve AYP and ensure the implementation of remedial measures required by ISBE or NCLB, as applicable.

The Board shall approve school improvement plans and budget for all schools, including schools placed on Probation, as part of the annual school fiscal year budget resolution. Any updates to such school improvement plan or school budget to address new data on the deficiencies at Probation schools and schools with a state or federal school improvement status shall be approved by the Board in accordance with the state's timeline for Board approval of school improvement plans.

Except when otherwise specified by the CEO, the Chief of Schools for the school's network and the Chief of Schools' designees shall serve as the probation team that will identify the educational and operational deficiencies at Probation schools in their network to be addressed in the school improvement plan and budget presented to the Board for approval.

- 2. Monitoring: The CEO or designee shall monitor each Probation school's implementation of the final plan and the progress the school makes toward implementation of the plan and the correction of its educational deficiencies.
- 3. Additional Corrective Measures: Schools placed on Probation that, after at least one year, fail to make adequate progress in correcting deficiencies are subject to the following actions by the approval of the Board, after an opportunity for a hearing:
  - a. Ordering new local school council elections;
  - b. Removing and replacing the principal;
  - Replacement of faculty members, subject to the provisions of Section 24A-5 of the Illinois School Code;
  - Reconstitution of the attendance center and replacement and reassignment by the CEO of all employees of the attendance center;
  - e. Intervention under Section 34-8.4 of the Illinois School Code;
  - f. Operating an attendance center as a contract turnaround school;
  - g. Closing of the school; or
  - h. Any other action authorized under Section 34-8.3 of the Illinois School Code

The Law Department shall develop and disseminate hearing procedures for hearings required before taking any of the corrective actions specified above.

#### V. Definitions

Accountability Status: Status of the school established by this policy. A school may receive an Accountability Status of "Probation", "Remediation", or "Good Standing."

Remediation: An accountability designation assigned to non-performing schools where the CEO determines, utilizing the criteria set out in this policy, that a school requires remedial measures as described in this policy, including increased oversight, to address performance deficiencies. This Accountability Rating indicates the need for provisional support and in implementing this policy the CEO or designee may also refer to this accountability designation as "Provisional Support."

Probation: An accountability designation assigned to non-performing schools where the CEO determines, utilizing the criteria set out in this policy, that a school requires remedial measures beyond what is otherwise available under Remediation to address the school's performance deficiencies. This designation includes schools performing at the lowest tier of academic performance defined by this policy. This Accountability Rating indicates the need for intensive support and in implementing this policy the CEO or designee may also refer to this accountability designation as "Intensive Support."

Good Standing: An accountability designation assigned to schools where the CEO determines, based on the criteria set out in this policy, that student performance and improvement meets or exceeds district standards.

School Quality Rating: Rating assigned to each school in accordance with this policy that is used to determine the school's Accountability Status. This rating is based on the points schools receive hereunder. A school may receive a School Quality Rating of Tier 1, Tier 2, Tier 3, Tier 4 or Tier 5.

NWEA MAP: The Northwest Evaluation Association ("NWEA") Measure of Academic Progress ("MAP") Assessment. This is the adaptive growth assessment administered to CPS students in grades 2-8 in the Spring of the school year. Scores for students who qualify for an ACCESS or IAA exception are excluded.

National School Attainment Percentile for NWEA: The percentile ranking of the school compared to schools nationally based on the Spring NWEA MAP assessment in grades 2 through 8. This percentile is calculated using national school-level norms established by NWEA, and is adjusted for each school based on the number of students tested at each grade level.

National School Growth Percentile for NWEA: The percentile ranking of the school compared to schools nationally based on student growth between administrations of the NWEA MAP assessments in grades 3 through 8. This percentile is calculated using national school-level growth norms established by NWEA, and is adjusted for each school based on the number of students tested at each grade level and the average pretest scores for those students.

EXPLORE: Assessment developed by ACT, Inc. and administered to CPS students in grade 9.

PLAN: Assessment developed by ACT, Inc. and administered to CPS students in grade 10.

ACT: Assessment developed by ACT, Inc. and administered to CPS students in grade 11. Calculations used in this Performance Policy include only those results from the assessment administered by CPS, including the Spring PSAE administration. Students who would otherwise qualify as a Senior students except they have not previously taken the PSAE are considered in grade 11 and therefore are included in these calculations.

National School Attainment Percentile for EXPLORE, PLAN and ACT: The percentile ranking of the school compared to schools nationally based on the Spring EXPLORE, PLAN and ACT assessments. This percentile is calculated using national school-level norms, and is adjusted for each school based on the number of students tested at each grade level.

National Growth Percentile for EXPLORE, PLAN and ACT: The percentile ranking of the school compared to other schools nationally based on student growth on the Spring EXPLORE, PLAN and ACT assessments. This percentile is calculated using national school-level growth norms, and is adjusted for each school based on the number of students tested at each grade level and the average pretest scores for those students.

Option School: A school or program identified by the CEO or designee that is specifically designed to serve a population of students who have dropped out or are at risk for academic failure, including, but not limited to: (i) students who are significantly off-track for on-time completion of elementary school or graduation from high school; (ii) expelled, emergency placed pending expulsion or in need of disciplinary reassignment; (iii) pregnant or parenting; or (iv) chronically truant.

STAR Assessment: Reading and math assessments developed by Renaissance Learning, Inc. and administered to students enrolled in an Option School.

Average Student Growth Percentile for STAR: Average Fall-to-Spring, Fall-to-Winter, or Winter-to-Spring growth percentile of students on the STAR reading and math assessments.

Percent Meeting Student Growth Targets for STAR: Percentage of students with a growth percentile of 40 or higher on the STAR reading and math assessments.

ACCESS for ELLs Assessment: Annual English language proficiency assessment required of all English Language Learners ("ELLs").

Average Daily Attendance Rate: Shall mean the total number of actual student attendance days divided by the number of total student membership days.

Four-Year Cohort Graduation Rate: The percentage of students graduating within four years of their freshman year.

Freshmen On-Track Rate: The percentage of first-time freshman students who earn five credits in their freshman year and fail no more than one semester core course (English, Mathematics, Science and Social Science).

One-Year Drop-out Rate: The percentage of students in grades 9 through 12 enrolled in the school at any time between July 1 and June 30 of the school year who drop out at any time during the year. The calculation used in this Performance Policy will exclude students who had previously dropped out of school during the past two years.

Adequate Yearly Progress ("AYP"): School rating issued by the Illinois State Board of Education ("ISBE") under the No Child Left Behind Act ("NCLB") that identifies if students are meeting established annual targets.

One-Year Graduation Rate: Percent of students with sufficient credits to be able to graduate within one year who graduate by the end of the school year.

Credit Attainment Rate: Percent of high school students who earn the total credits possible during their time of enrollment.

Growth in Attendance Rate: Percent of stable students (enrolled for at least 42-5 <u>45</u> membership days) that show an improvement of at least 3 percentage points in their individual daily attendance rates compared to their daily attendance rate in the previous school year or who maintain an individual daily attendance rate of 90%.

Annual Stabilization Rate: Percent of stable students (enrolled for at least 42.5 45 membership days) who are enrolled at the end of the school year, have graduated, or have successfully transitioned to another CPS school.

My Voice, My School 5 Essentials Survey: Annual survey administered by the Consortium on Chicago School Research at the University of Chicago to teachers and students, the results of which are aggregated and determine the school's overall foundation rating.

College Enrollment Rate: The percent of students enrolled in college in the Fall after graduation from a CPS high school as identified by the National Student Clearinghouse.

College Persistence Rate: The percent of students enrolled in college in the Fall after graduation from a CPS high school who are still enrolled in college the following Fall as identified by the National Student Clearinghouse.

AP Exam: Shall mean the end of course exam established by the College Board that is administered upon completion of an AP class.

IB Exam: Shall mean the end of course exam established by the International Baccalaureate Organization that is administered upon completion of an IB class.

Early College Credit: Shall mean credit received for a college-level course approved by CPS in which the high school student is eligible for both high school and college credit upon successful completion of the course.

Career Credential: Shall mean a credential received for the successful completion of a specific course sequence approved by CPS that qualifies a student/graduate for employment in a specific career. The courses eligible for Career Credential credit under this policy are subject to approval by CPS.

Data Quality Index ("DQI"): The percent of data quality indicators that measure whether a school has recorded correct, complete and compliant data in CPS data systems. The DQI score considered under this policy includes the "Attendance", "Registration and Enrollment", "Student Contact Information", and "Student Health" sections of the DQI reported on the CPS Dashboard.

LEGAL REFERENCES: 105 ILCS 5/34-8.3; 105 ILCS 5/34-8.4; 105 ILCS 5/2-3.25d.

President Vitale indicated that if there were no objections, Board Reports 14-0827-PO1 and 14-0827-PO2 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 14-0827-PO1 and 14-0827-PO2 adopted.

14-0827-CO1

## COMMUNICATION RE: LOCATION OF BOARD MEETING OF SEPTEMBER 24, 2014

David J. Vitale President, and Members of the Board of Education Dr. Carlos M. Azcoitia Dr. Henry S. Bienen Dr. Mahalia A. Hines Deborah H. Quazzo Jesse H. Ruiz Andrea L. Zopp

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, September 24, 2014 will be held at:

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

The Board Meeting will begin at 10:30 a.m.

Public Participation Guidelines are available on www.cpsboe.org or by calling (773) 553-1600.

For the September 24, 2014 Board Meeting, advance registration to speak and observe will be available beginning Monday, September 15th at 8:00 a.m. and close Friday, September 19th at 5:00 p.m., or until all slots are filled. You can advance register during the registration period by the following methods:

Online: www.cpsboe.org (recommended)

Phone: (773) 553-1600

In Person: 125 South Clark Street, 6th Floor

The Public Participation segment of the meeting will begin as indicated in the meeting agenda and proceed for no more than 60 registered speakers for the two hours.

#### 14-0827-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 from Office of Strategic School Support Services to Office of Strategic School Support Services - City Wide

Rationale: Translation services for Kelvyn Park - 7-9-14

Transfer i	From:	Transfer 1	Го:
13740	Office of Strategic School Support Services	13745	Office of Strategic School Support Services - City Wide
115	General Education Fund	115	General Education Fund
54205	Travel Expense	54125	Services - Professional/Administrative
221318	Ost Professional Development	221430	Administrative Support
000000	Default Value	000000	Default Value

Amount: \$1,000

#### 2. Transfer from Capital/Operations - City Wide to John C Haines School

Rationale: Funds Transfer From Award# 2014-484-00-41 To Project# 2015-23481-NPL; Change Reason: NA

Transfer	From:	Transfer *	To:
12150	Capital/Operations - City Wide	23481	John C Haines School
484	CIP Series 2013BC	484	CIP Series 2013BC
56310	Capitalized Construction	54125	Services - Professional/Administrative
009546	School Transitions	253513	Playlots
000000	Default Value	000000	Default Value

Amount: \$1,000

#### 3. Transfer from Language and Cultural Education to Language and Cultural Education

Rationale: Transfer funds for world language car fare reimbursements

Transfer I	rom:	Transfer To:			
11510	Language and Cultural Education	11510	Language and Cultural Education		
115	General Education Fund	115	General Education Fund		
53405	Commodities - Supplies	54215	Car Fare		
221002	World Language Instr Supp	221002	World Language Instr Supp		
000000	Default Value	000000	Default Value		

Amount: \$1,000

## 4. Transfer from Diverse Learner Supports & Services to Diverse Learner Supports & Services

Rationale: Transfer funds for space rental for 7/25/14 event

Transfer i	From:	Transfer To:		
11610	Diverse Learner Supports & Services	11610	Diverse Learner Supports & Services	
114	Special Education Fund	114	Special Education Fund	
53405	Commodities - Supplies	57705	Services - Space Rental	
233004	Spec Ed & Pupil Support-Admin	233004	Spec Ed & Pupil Support-Admin	
000000	Default Value	000000	Default Value	

Amount: \$1,000

#### 5. Transfer from Department of Audit Services to Department of Audit Services

Rationale: Will not need funds for Property-Equipment, so moving to Professional Services.

ransfer F	From:	Transfer To:		
10430	Department of Audit Services	10430	Department of Audit Services	
115	General Education Fund	115	General Education Fund	
55005	Property - Equipment	54125	Services - Professional/Administrative	
252802	Audit Services	252802	Audit Services	
000000	Default Value	000000	Default Value	

Amount: \$1,000

#### 6. Transfer from Capital/Operations - City Wide to Harriet Beecher Stowe School

Rationale: Funds Transfer From Award# 2015-484-00-08 To Project# 2015-25521-NPL; Change Reason: NA

 Transfer From:
 Transfer Tor.

 12150
 Capital/Operations - City Wide
 25521
 Harriet Beecher Stowe School

 484
 CIP Series 2013BC
 484
 CIP Series 2013BC

 56310
 Capitalized Construction
 54125
 Services - Professional/Administrative

 253513
 Playlots
 253513 · Playlots

 000000
 Default Value
 000000
 Default Value

Amount: \$1,000

#### 7. Transfer from Corporate Accounting to John C Haines School

Rationale: FY14 Special Income Fund 124 Carryover

 Transfer Form
 Transfer To:

 12410
 Corporate Accounting
 23481
 John C Haines School

 124
 School Special Income Fund
 124
 School Special Income Fund

 57940
 Miscellaneous Charges
 53405
 Commodities - Supplies

 600005
 Special Income Fund 124 - Contingency
 258009
 Food Service

 150900
 Grants - Supplemental
 904003
 Citywide Miscellaneous

Amount: \$1,000

#### 8. Transfer from Talent Office - City Wide to Talent Office

Rationale: Repurposing closed position 507942 to establish funding for Professional Development sessions for the Leadership Development department.

 Transfer From:
 Transfer To:

 11070
 Talent Office - City Wide
 11010
 Talent Office

 115
 General Education Fund
 115
 General Education Fund

 51300
 Regular Position Pointer
 53405
 Commodities - Supplies

 280001
 General Salary
 S Bkt
 221315
 Leadership Development

 000000
 Default Value
 000000
 Default Value

Amount: \$1.000

#### 888. Transfer from Capital/Operations - City Wide to Rufus M Hitch School

Rationale: Funds Transfer From Award# 2015-484-00-02 To Project# 2015-23811-TUS ; Change Reason : NA

 Transfer From:
 Transfer To:

 12150
 Capital/Operations - City Wide
 23811
 Rufus M Hitch School

 484
 CIP Series 2013BC
 484
 CIP Series 2013BC

 56310
 Capitalized Construction
 56310
 Capitalized Construction

 253319
 Additions
 253520
 Temporary Unit

 000000
 Default Value
 000000
 Default Value

Amount: \$2,687,842

#### 889. Transfer from Capital/Operations - City Wide to Dr Jorge Prieto Math and Science Academy

Rationale: Funds Transfer From Award# 2015-484-00-02 To Project# 2015-22581-TUS ; Change Reason : NA

Amount: \$2,903,321

## 890. Transfer from Capital/Operations - City Wide to Theodore Herzl School

Rationale: Funds Transfer From Award# 2014-484-00-11 To Project# 2015-23771-CSP; Change Reason: NA

Amount: \$3,811,732

#### 891. Transfer from Capital/Operations - City Wide to Kelvyn Park High School

Rationale: Funds Transfer From Award# 2015-484-00-11 To Project# 2015-46191-ICR; Change Reason: NA

 Transfer From:
 Transfer To:

 12150
 Capital/Operations - City Wide
 46191
 Kelvyn Park High School

 484
 CIP Series 2013BC
 484
 CIP Series 2013BC

 56310
 Capitalized Construction
 56310
 Capitalized Construction

 253525
 Turn Around Schools - Facilities
 253268
 Interior Renovation

 000000
 Default Value
 000000
 Default Value

Amount: \$5,080,159

#### 892. Transfer from Early Childhood Development - City Wide to Education General - City Wide

Rationale: Transfer funding to 362 contingency.
Funding will be used/transferred to Early Childhood to be used for the remainder of the FY14 PFA program.

Amount: \$5,500,000

#### 893. Transfer from Capital/Operations - City Wide to Capital/Operations - City Wide

Rationale: Funds Transfer From Award# 2015-484-00 To 2015-484-00-16

| Transfer From: | Transfer To | Transfer To | Transfer To | Capital/Operations - City Wide | 12150 | Capital/Operations - City Wide | 12150 | Capital/Edecard | Capital/Edeca

Amount: \$7,984,603

#### 894. Transfer from Capital/Operations - City Wide to Capital/Operations - City Wide

Rationale: Funds Transfer From Award# 2015-484-00 To 2015-484-00-18

| Transfer From: 12150 | Capital/Operations - City Wide | CIP Series 2013BC | 484 | CIP Series 2013BC | Capitalized Construction | 54125 | Services - Professional/Administrative | 253543 | Parent Award | 253101 | Planning And Development | Default Value | Construction | Co

Amount: \$30,000,000

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

## 14-0827-EX2

## AMEND BOARD REPORT 14-0423-EX7 AMEND BOARD REPORT 14-0122-EX11

CONSIDERATION OF A PROPOSAL FOR CHARTER AND CHARTER SCHOOL AGREEMENT SUBMITTED BY CONCEPT SCHOOLS NFP, AN ILLINOIS NOT-FOR-PROFIT CORPORATION (HORIZION SCIENCE ACADEMY CLAY EVANS CHARTER SCHOOL)

## THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Consideration of a proposal for charter and Charter School Agreement submitted by Concept Schools NFP for the operation of Horizon Science Academy – Chatham Charter School, an Illinois not-for-profit corporation for a five-year term, beginning July 1, 2014. Approval will be contingent as detailed below. 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 by June 1, 2014. The agreement presented for consideration herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this matter is stated below.

This April 2014 amendment is necessary to (a) authorize the final approval of this charter school proposal, (b) correct the legal name of the school operator, (c) change the name of the Horizon Science Academy – Chatham Charter School to Horizon Science Academy Clay Evans Charter School, (d) clarify the expansion of grades at the charter school in years 2-5, (e) increase the at capacity enrollment of the charter school from 725 to 735 students, and (f) authorize the disbursement of one-time incubation and startup funds to Concept Schools NFP for the new charter school. 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 2014 amendment is necessary to deny the proposed change of location for Horizon Science Academy Clay Evans Charter School from 8522 S. Lafayette to 9130-40 S. Vincennes. In July 2014. Concept Schools NFP informed the Office of Innovation and Incubation that it would not be able to complete construction on its school facility at 8522 S. Lafavette and sought to start the 2014-2015 school year at the 9130-40 S. Vincennes facility. The Office of Innovation and Incubation provided Concept Schools NFP with specific deadlines in order for the 9130-40 S. Vincennes facility to be viable and ready at the start of the 2014-2015 school year. However, Concept Schools NFP failed to meet specific deadlines.

This August 2014 amendment is also necessary to authorize an amended and restated Charter School Agreement to reflect (a) the delayed opening of the school until fall of 2015 contingent upon the identification of a viable permanent facility by January 1, 2015, and (b) the revised term. The specifics regarding these contingencies and the requested submission will be communicated by the Chief Executive Officer or her designee to Concept Schools NFP in another formal Letter of Conditions. The authority granted herein shall automatically rescind in the event a written amended and restated 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 and restated agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: Concept Schools NFP

2250 E. Devon Avenue Suite 215 Des Plaines, Illinois 60018 Phone: 224-678-5547

Contact: Salim Ucan, Vice President

CHARTER SCHOOL: Horizon Science Academy Clay Evans Charter School

8522 S. Lafayette Chicago, Illinois 60620 Phone: 224-678-5547

Contact: Salim Ucan, Vice President

OVERSIGHT: Office of Innovation and Incubation

125 S. Clark, 10<sup>th</sup> Floor Chicago, IL60603 Phone: 773-553-1530

Contact Person: Jack Elsey, Chief Officer

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

CHARTER APPLICATION PROPOSAL: The mission of Horizon Science Academy Clay Evans Charter School will be to prepare its students for college by creating an effective learning environment of higher standards and expectations with a challenging college preparatory mathematics, science, engineering and technology (STEM) curriculum. The school will implement Concept Schools NFP design, a proven successful, student-centered, and evidenced-based educational design, currently being implemented in thirty charter schools in the Midwest. The main characteristics of Concept design are: 1. Rigorous college preparatory curriculum with a math, science and technology emphasis, 2. Longer school days and extended school year, 3. Small school and class sizes, 4. Personalized education and 5. Data-driven instruction. Horizon Science Academy Clay Evans Charter School will be located in Chatham at 8522 S. Lafayette 9130 S. Vincennes Avenue. The school will open in the fall 2014 and will serve no more than 450 students in grades K-8. They will expand one grade per year and will grow to serve 735 students in grades K-12 at capacity. A community meeting and a public hearing on charter school submissions submitted in 2013, as required by statute, were held on December 16, 2013 and January 7, 2014.

In July 2014, Concept Schools NFP sought to change its location from a school facility at 8522 S. Lafayette to a facility at 9130-40 S. Vincennes. A public hearing on the change of location was held on Tuesday, August 19, 2014. The hearing was recorded and a summary report is available for review.

It has been determined that the 9130-40 S. Vincennes facility is not viable and ready for the 2014-2015 school year. As a result, the opening of the school shall be delayed until fall of 2015 contingent upon identification of a viable permanent facility by January 1, 2015 and the term of the agreement shall be revised. The specifics regarding these contingencies and the requested submission will be communicated by the Chief Executive Officer or her designee to Concept Schools NFP in another formal Letter of Conditions.

**TERM:** If approved, the term of the Concept Schools NFP charter and agreement shall commence July 1, 2014 2015 and end June 30, 2018 2020.

CONTINGENT APPROVAL: Final approval of this proposal is contingent upon Concept Schools NFP submitting information regarding the identification of principal with a proven track record driving student achievement with similar student populations and a viable permanent facility by April 1, 2014. The specifics regarding these contingencies and the requested submission will be communicated by the Chief

Executive Officer or her designee to Concept Schools NFP in a formal Letter of Conditions. The Board hereby directs the Chief Executive Officer or her designee to monitor the deadlines set forth in the Letter of Conditions, oversee the evaluation of the submission by Concept Schools NFP, and provide a written report regarding compliance with the Letter of Conditions to the Board by May 1, 2014. Thereafter, this will be re-presented to the Board for a determination regarding whether the contingencies have been satisfied. Failure to meet this contingency according to the terms set forth in the Letter of Conditions may, at the option of the Board, result in the rescission of the authority granted herein.

In March 2014, Concept Schools NFP submitted requested materials in response to the contingencies for final approval of this proposal. The Board reviewed these materials and determined that Concept Schools NFP met the contingencies stated in the Letter of Conditions. A public hearing on the proposed new school was held on Wednesday, April 16, 2014. The hearing was recorded and a summary report is available for review.

AUTHORIZATION: Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written <u>amended and restated</u> Charter School Agreement. Authorize the President and Secretary to execute the written <u>amended and restated</u> Charter School Agreement. Authorize the Senior Director of the Office of New Schools to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed <u>amended and restated</u> Charter School Agreement to the Illinois State Board of Education for certification. Authorize the Chief Innovation and Incubation Officer to execute any documents related to the disbursement of the one-time incubation and startup funds for the Horizon Science Academy Clay Evans Charter School.

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

AFFIRMATIVE ACTION: Not applicable.

INCUBATION: Upon final approval of this charter school proposal and the submission of an Incubation Budget Plan by Concept Schools NFP, the Board will disburse an amount not to exceed \$160,000 in incubation funding for the Horizon Science Academy Clay Evans Charter School. The use of the funding will be outlined by the Office of Innovation and Incubation. Funding was disbursed in anticipation of Concept Schools NFP opening the charter school in the fall of 2014. Concept School NFP shall repay any unspent funds to the Board; the balance of the funds shall be disbursed to Concept School NFP upon the identification of a viable permanent facility approved by the Board.

STARTUP FUNDING: Upon the execution of the Charter School Agreement with Concept Schools NFP, the Board will disburse an amount not to exceed \$611,419 in startup funding for Horizon Science Academy Clay Evans Charter School. The use of the funding will be outlined by the Office of Innovation and Incubation. Funding was disbursed in anticipation of Concept Schools NFP opening the charter school in the fall of 2014. Concept School NFP shall repay any unspent funds to the Board; the balance of the funds shall be disbursed to Concept School NFP upon the identification of a viable permanent facility approved by the Board.

**FINANCIAL:** The financial implications will be addressed during the development of the 2014-2015-2016 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY15 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, 2006 (96-0626-P03), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

President Vitale abstained on Board Report 14-0827-EX2.

Board Member Ms. Zopp abstained on Board Report 14-0827-EX2.

#### 14-0827-PR1

## AUTHORIZE A NEW AGREEMENT WITH VEECO MANUFACTURING CO., INC. TO PURCHASE COSMETOLOGY AND BARBERING EQUIPMENT

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Veeco Manufacturing Co., Inc. for purchase of cosmetology and barbering equipment at an estimated annual cost of \$75,000 for the two year term. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for this purchase is available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

#### VENDOR:

Vendor # 21475
 VEECO MANUFACTURING CO., INC.
 1217 W WASHINGTON BLVD.
 CHICAGO, IL 60607
 Leonard Cohen
 312 666-0900

#### **USER INFORMATION:**

Contact:

13725 - Early College and Career

125 S Clark Street Chicago, IL 60603 Mcgee, Mrs. Letitia J. 773-553-2477

#### TERM:

The term of this agreement shall commence on September 1, 2014 and shall end August 31, 2016. This agreement shall have 2 options to renew for periods of 12 months each.

## **EARLY TERMINATION RIGHT:**

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

### **DESCRIPTION OF PURCHASE:**

Vendor will provide the following goods: Cosmetology and Barbering Equipment.

#### OUTCOMES

This purchase will result in quality Cosmetology and Barbering Equipment being provided to Career and Technical Education programs in CPS schools.

#### COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; estimated annual costs are as follows:

FY15 \$75,000. FY16 \$75,000.

#### **AUTHORIZATION:**

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

### AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this contract include: 30.9% total MBE and 5.1% total WBE participation.

Vendor has identified the following firms:

Total MBE - 30.9% Custom Fabricators 203 Roma Jean Pkwy Streamwood, IL 60107

Argo Import-Export, Ltd. 4366 Karen Lane Bloomfield, IL 48302 **Total WBE - 5.1%**Paragon/ Garfield Int.
15977 Heron
La Mirada, CA 90703

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 369
All Units
FY15 \$75,000
FY16 \$75,000
Not to Exceed \$150,000
Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

## 14-0827-PR2

## AUTHORIZE A NEW AGREEMENT WITH LEAP INNOVATIONS FOR PERSONALIZED LEARNING RESEARCH AND DEVELOPMENT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Leap Innovations to provide personalized learning research and development services at an estimated annual cost of \$250,000 for the one year term. 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.

### VENDOR:

1) Vendor # 99687 LEAP INNOVATIONS 33 S. STATE STREET, STE 400 CHICAGO, IL 60203 Amy Huang 312 894-3453

## **USER INFORMATION:**

Contact:

13610 - Innovation and Incubation 125 South Clark Street - 5th Floor

Chicago, IL 60603 Elsey, Mr. Jack J. 773-553-2197

#### TERM:

The term of this agreement shall commence on September 1, 2014 and shall end August 31, 2015. This agreement shall have two (2) options to renew for periods of 12 months each.

#### **EARLY TERMINATION RIGHT:**

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

#### SCOPE OF SERVICES:

Vendor will provide research and development services to identify and pilot the most promising educational technology tools to enhance teaching and learning. Thirteen (13) schools will be piloted during the one year term. Vendor will use data collected through piloting to support the District in implementing the most effective methods for improving personalized learning. Vendor will also support the District in cultivating, curating, and supporting a pipeline of innovative school models in Chicago.

#### **DELIVERABLES:**

Vendor will be responsible for surveying, piloting, and researching new educational technology tools to enhance teaching and learning by facilitating a pilot program. Additionally, Vendor will provide ongoing support and professional development for teachers participating in the pilot program on innovation in curriculum development and new pedagogical practices.

#### OUTCOMES:

Vendor's services will result in the generation of reliable data about the effectiveness of educational technology supports to help CPS make data-driven decisions to quickly scale the best tools with reliable implementation for personalized learning.

#### COMPENSATION:

Vendor will be paid as outlined in the agreement; estimated annual costs for the one year term are as follows:

FY15 \$250,000

#### REIMBURSABLE EXPENSES:

None.

#### AUTHORIZATION:

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

#### **AFFIRMATIVE ACTION:**

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

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

All Funds, School Units FY15 \$250,000 Not to Exceed \$250,000

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

Board Member Ms. Quazzo abstained on Board Report 14-0827-PR2.

#### 14-0827-PR3

## AUTHORIZE A NEW AGREEMENT WITH ESPARK, INC FOR SCHOOL-WIDE DIGITAL CURRICULUM SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with eSpark, Inc to provide digital curriculum services to Walt Disney Magnet School at an estimated annual cost of \$150,000 for the one year term. 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.

Contract Administrator :

Gromadzka, Ms. Justyna / 773-553-2280

CPOR Number:

14-0804-CPOR-1638

#### **VENDOR:**

1) Vendor # 70047 ESPARK, INC 820 W. JACKSON, SUITE B100 CHICAGO, IL 60607 David Vinca 312 310-9527

#### **USER INFORMATION:**

Contact:

29401 - Walt Disney Magnet School

4140 North Marine Drive

Chicago, IL 60613

Hagstrom, Miss Kathleen

773-534-5840

#### TERM:

The term of this agreement shall commence on September 1, 2014 and shall end June 30, 2015. This agreement shall have one (1) option to renew for a period of (1) one year.

#### **EARLY TERMINATION RIGHT:**

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

### SCOPE OF SERVICES:

The Vendor will provide Walt Disney Magnet School with developing a school-wide digital curriculum model that entails electronic personalized learning plans based on district-wide assessment data for all students Pre-k through 8th grade. The Vendor is to take district-wide assessment results and match students with various digital instructional supports, ultimately marrying technology, classroom instruction and assessment data to bring cutting edge solutions to the classroom and enhance each student's growth and attainment.

#### **DELIVERABLES:**

- -Site licenses for all students to have access to the digital suite of instructional supports.
- -A minimum of 8 hours of initial and on-going professional development for teachers.
- -On-site and remote technical assistance.

#### **OUTCOMES:**

The expected outcome is increased student achievement by employing targeted, personalized learning landscapes for students based on their individual assessments of academic strengths and areas of improvement. Teachers will also have on-going professional development and technical assistance while implementing this integrated technology approach.

#### **COMPENSATION:**

Vendor shall be paid upon invoicing at pricing as set forth in the agreement; estimated annual cost for one year term is set forth below:

\$150,000, FY15

### **REIMBURSABLE EXPENSES:**

None.

#### **AUTHORIZATION:**

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

#### **AFFIRMATIVE ACTION:**

This agreement is exempt from MBE/WBE review, as it was awarded via the District's CPOR Process and was not assigned any MBE/WBE compliance requirements.

#### SC REVIEW

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 124 Walt Disney Magnet School, 29401 \$150,000, FY15 Not to exceed \$150,000.

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).

#### 14-0827-PR4

AUTHORIZE A NEW AGREEMENT WITH CHILDREN'S LITERACY INITIATIVE (CLI) FOR SCHOOL-BASED TEACHER AND ADMINISTRATOR COACHING FOR EARLY CHILDHOOD LITERACY FOR 8 SCHOOLS IN NETWORK 2

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Children's Literacy Initiative (CLI) to provide school-based teacher and administrator coaching for early childhood literacy at eight elementary schools in Network 2, at an estimated annual cost of \$250,000 for the 10 month term. 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.

Contract Administrator:

Gromadzka, Ms. Justyna / 773-553-2280

CPOR Number :

14-0728-CPOR-1637

#### VENDOR:

1) Vendor # 12479
CHILDREN'S LITERACY INITIATIVE
2314 MARKET STREET
PHILADELPHIA, PA 19103
MARY LIST
215 561-4676

#### **USER INFORMATION:**

Contact:

11110 - Network Support

125 S Clark St - 4th floor

Chicago, IL 60603

Soto, Mr. Pedro

773-553-3026

#### TERM:

The term of this agreement shall commence on September 15, 2014 and shall end June 30, 2015. This agreement shall have no options to renew.

#### **EARLY TERMINATION RIGHT:**

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

#### SCOPE OF SERVICES:

Vendor will work in eight schools and with up to 80 early childhood teachers to provide one-on-one teacher and administrator coaching. The vendor will supply a myriad of instructional support materials to support teacher coaching and will help to create "model classrooms" - classrooms that are selected based on teacher(s) exhibiting exemplary literacy instructional practice - which the network could then use as on-going professional development for the remainder of network teachers.

#### **DELIVERABLES:**

- One-on-one teacher coaching, up to 60 coaching hours per school
- One-on-one administrator coaching, two hours per school
- Small group coaching
- Blended learning through online resources
- Instructional materials kits

#### **OUTCOMES:**

CLI's services support pillars I, II and IV of the district's action plan. Teachers and administrators will receive on-going professional development on early literacy best practices and ultimately develop model classrooms which will be used to promote early literacy best practices throughout the school. Additionally, the collaborative nature of CLI will afford the "model classroom" teachers the opportunities to impact teacher practice across the network. This endeavor will help build capacity within schools and further solidify the collaborative learning structures already established within the network.

#### COMPENSATION

Vendor shall be paid by each participating school upon invoicing at the pricing set forth in the agreement; estimated annual cost for the 10 month term is set forth below:

\$250,000, FY15

### REIMBURSABLE EXPENSES:

None.

#### **AUTHORIZATION:**

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

## AFFIRMATIVE ACTION:

This agreement is exempt from MBE/WBE review, as it was awarded via the District's CPOR Process and was not assigned any MBE/WBE compliance requirements.

### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Multiple Funds Various School Units FY15, \$250,000 Not to exceed \$250,000

CFDA#:

Not Applicable

## **GENERAL CONDITIONS:**

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

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

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

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

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

#### 14-0827-PR5

## AUTHORIZE A NEW AGREEMENT WITH FISHER SCIENCE EDUCATION TO PURCHASE SCIENCE LABORATORY EQUIPMENT AND SUPPLIES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Fisher Science Education to purchase science laboratory supplies, equipment, and furniture at an estimated annual cost of \$750,000 for the four year term. Vendor was selected on a competitive basis pursuant to an RFP (RFP #0804026) issued by Hartford County Public Schools ("HCPS"), Maryland on behalf of U.S. Communities Purchasing Alliance. Subsequently, HCPS and Fisher Science Education entered into a Master Agreement. Pursuant to Board Rule 7-2.7, the Board is authorized to purchase biddable items through the Illinois School Purchasing Network or a governmental purchasing cooperative contract. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

## VENDOR:

1) Vendor # 41947 FISHER SCIENCE EDUCATION 4500 TURNBERRY DRIVE HANOVER PARK, IL 60133 BJ Young 800 955-1177

#### **USER INFORMATION:**

Contact:

13716 - Science 125 S Clark Street Chicago, IL 60603

James, Miss Chandra Merrill

773-553-6436

#### TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end August 31, 2018. This agreement shall have two (2) options to renew for periods of 12 months each.

The Board and Vendor currently have an Agreement for science equipment dated December 1, 2010 ("Prior Agreement") which has been renewed through November 30, 2014. The new agreement shall include language stating the Prior Agreement shall terminate upon execution of the new agreement.

#### **EARLY TERMINATION RIGHT:**

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

#### **DESCRIPTION OF PURCHASE:**

Vendor will provide the following goods: Science Laboratory Equipment, Supplies, and Furniture.

#### OUTCOMES:

This purchase will result in schools receiving optimal pricing for quality science laboratory supplies, equipment, and furniture.

#### COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; estimated annual costs for the four year term are as follows:

FY15 \$750,000

FY16 \$750,000

FY17 \$750,000

FY18 \$750,000

#### AUTHORIZATION:

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

#### AFFIRMATIVE ACTION:

The agreement shall be excluded from the requirements of the CPS Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, as the Board has exercised Board Rule 7.2-7 which authorizes the District to purchase biddable items from vendors who have contracted with other governmental entities. The Master Agreement between HCPS and Fisher Science Education did not include MBE/WBE participation requirements and therefore the Officer of Business Diversity cannot enforce MBE/WBE requirements.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

All Units, All Funds.

FY15 \$750,000

FY16 \$750,000

FY17 \$750,000

FY18 \$750,000

Not to Exceed \$3.000.000

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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 14-0827-PR5.

#### 14-0827-PR6

## AUTHORIZE THE SECOND RENEWAL AGREEMENT WITH JACOBS PROJECT MANAGEMENT COMPANY FOR PROJECT DIRECTOR SERVICES

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the second renewal agreement with Jacobs Project Management Company to provide project director services to the Department of Facilities at an estimated annual cost of \$4,300,000 for the one year term. A written document exercising this option is currently being negotiated. No payment shall be made to Jacobs Project Management Company 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.

Specification Number:

11-250046

Contract Administrator:

Solomon, Mr. Alex M / 773-553-2280

#### **VENDOR:**

1) Vendor # 67331
JACOBS PROJECT MANAGEMENT
COMPANY (JPMCO)
525 WEST MONROE., STE 200
CHICAGO, IL 60661
James E. McLean
312 251-3000

## **USER INFORMATION:**

#### Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Taylor, Ms. Patricia L

773-553-2960

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 12-0328-PR13) in the amount of \$7,545,284 was for a term commencing on April 25, 2012 and ending December 31, 2013, with the Board having three (3) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2. The agreement was renewed (authorized by Board Report 13-1023-PR4) in the amount of \$4,300,000 for a term commencing January 1, 2014 to December 31, 2014.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing January 1, 2015 and ending December 31, 2015.

#### **OPTION PERIODS REMAINING:**

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

## SCOPE OF SERVICES:

Vendor, as Project Director ("PD"), shall continue to: (1) Act as a liaison between the various CPS Departments and Schools to provide continuity and communication during the design, pre-construction, construction, close-out and warranty periods. The PD will be the main contact person for the school Principal during the project and, as such, will be responsible for the overall schedule and budget for the project (scoping, design, permitting, construction and close-out). (2) Develop and maintain a good working relationship with the school Principals and other stakeholders. The PD shall meet with each school principal once a week at a set time to understand the needs of the school. (3) Coordinate sign-offs during the design, construction and warranty periods. (4) Translate design documents and transfer packages into basic documents readily understandable by Principals. (5) Develop and maintain a lessons-learned program to institute a program of continuous improvement. (6) Meet with CIP Management Team once a week at each Monday moming CIP coordination meeting.

#### **DELIVERABLES:**

Vendor will provide pre-construction and construction services, along with an operation plan, review of contract documents and construction methods, schedules and budgets for each Project.

#### OUTCOMES:

Vendor's services will result in effective project management of construction projects for the Capital Improvement Program.

## COMPENSATION:

Vendor shall be paid during this option period as follows: in accordance with rates set forth in the renewal agreement; estimated annual costs for the one year term are as follow: \$2,866,680, FY 15 and \$1,433,320, FY 16, inclusive of all reimbursable expenses.

#### **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 Facilities Officer to execute all ancillary documents required to administer or effectuate this option agreement.

#### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program), this contract is in full compliance with the participation goals of 35% MBE and 5% WBE. The following firms have been scheduled:

TOTAL MBE: 35% Ardmore Associates, LLC 33 North Dearborn, Suite 1720 Chicago, JL 60602 Contact: Cheryl Thomas

d'Escoto, Inc. 420 N. Wabash, Ste, 200 Chicago, IL 60611 Contact: Federico d'Escoto

Total WBE: 5%

Coordinated Construction Project Control Services 18W140 Butterfield Rd Oakbrook Terrace, IL 60181 Contact: Jacqueline Doyle

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: Capital Funds Department of Facilities, 11860 \$2,866,680, FY15 \$1,433,320, FY16 Not to exceed: \$4,300,000

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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).

#### 14-0827-PR7

## AUTHORIZE THE SECOND RENEWAL AGREEMENT WITH LEND LEASE (US) CONSTRUCTION INC. FOR CONSTRUCTION MANAGEMENT SERVICES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the second renewal agreement with Lend Lease (US) Construction Inc. to provide construction management services to the Department of Facilities at an estimated annual cost of \$4,300,000 for the one year term. A written document exercising this option is currently being negotiated. No payment shall be made to Lend Lease (US) Construction 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

Specification Number :

11-250047

Contract Administrator:

Solomon, Mr. Alex M / 773-553-2280

#### VENDOR:

1) Vendor # 24001 LEND LEASE (US) CONSTRUCTION INC ONE N. WACKER DR., STE. 850 CHICAGO, IL 60606 Jeffrey A. Riemer 312 245-1392

#### **USER INFORMATION:**

Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Taylor, Ms. Patricia L

773-553-2960

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 12-0328-PR14) in the amount of \$9,000,000 was for a term commencing April 19, 2012 and ending December 31, 2013 with the Board having three (3) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2. The agreement was renewed (authorized by Board Report 13-1023-PR5) in the amount of \$4,600,000 for a term commencing January 1, 2014 and ending December 31, 2014.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing January 1, 2015 and ending December 31, 2015.

#### **OPTION PERIODS REMAINING:**

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

#### **SCOPE OF SERVICES:**

Vendor shall continue to provide pre-construction and construction services, working with the Project Director to develop operation and phasing plans, review contract documents, review submittals, review work installed by General Contractors ("GC"), ensure GCs fulfill documentation requirements of pre-construction conditions, construction methods, reporting, schedules and budgets for each Project. In Addition, the Vendor will continue to provide construction phase coordination and administration of the construction process, including cost, schedules, quality of work and timeliness of work for each Project.

## DELIVERABLES:

Vendor will continue to provide pre-construction and construction services, along with an operations plan, review of contract documents and construction methods, schedules and budgets for each Project.

#### **OUTCOMES**

Vendor's services will result in effective management of construction projects for Capital Improvement Program.

#### COMPENSATION:

Vendor shall be paid during this option period as follows: in accordance with rates set forth in the contract, estimated annual costs for the one year term are as follows: \$2,866,680, FY15 and \$1,433,320, FY 16, inclusive of all reimbursable expenses.

#### **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 Facilities Officer to execute all ancillary documents required to administer or effectuate this option agreement.

## AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program) this contract is in full compliance with the participation goals of 35% MBE and 5% WBE. The following firms have been scheduled:

Total MBE: 35%

Comprehensive Construction Consulting, Inc 53 W. Jackson Boulevard, Suite 801 Chicago, IL 60604 Contact: John Bolden DSR Group, Inc. 4403 W. Lawrence, suite 200A Chicago, IL 60630 Contact: Benjamin Reyes

Rubinos and Mesia Engineers, Inc. 200 S. Michigan Ave. suite 1500 Chicago, IL 60604 Contact: Dipak S. Shah

Primera Engineers Limited 100 S. Wacker Drive suite 700 Chicago, IL 60606 Contact: Michael De Santiago

Total WBE: 5% Spaan Tech 311 S. Wacker Dr. - Suite 2400 Chicago, IL 60606 Contact: Smita N. Shah

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund: Capital Funds Department of Facilities, 11860 \$2,866,680, FY15 \$1,433,320, FY16 Not to exceed: \$4,300,000

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

## 14-0827-PR8

## AUTHORIZE A NEW AGREEMENT WITH URS CORPORATION FOR PROGRAM, PLANNING AND DESIGN MANAGER SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with URS Corporation to provide Program, Planning, and Design Manager Services to the Department of Facilities at an estimated annual cost of \$7,500,000.00 for the one year term. 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:

14-250030

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

#### VENDOR:

1) Vendor # 20307 URS CORPORATION 100 SOUTH WACKER DRIVE, STE 500 CHICAGO, IL 60606 DAN YOUNGMAN 312 939-1000 312-939-0162

#### **USER INFORMATION:**

#### Contact:

11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

Taylor, Ms. Patricia L

773-553-2960

#### TERM:

The term of this agreement shall commence on the date the agreement is signed and end on November 30, 2015. This agreement shall have one (1) option to renew for a period of one (1) year.

The Board and Vendor currently have a Program Management Services Agreement dated November 9, 2009 ("Prior Agreement") which has been renewed through November 8, 2014. The new agreement shall include language stating the Prior Agreement shall terminate upon execution of the new agreement.

#### **EARLY TERMINATION RIGHT:**

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

#### **SCOPE OF SERVICES:**

The Vendor will support the Chicago Public Schools Facilities Department in the short- and long-term planning for, and the management of, capital improvement projects. The Vendor will directly manage the strategic and capital planning for the overall capital improvement program, the planning and design of all capital projects, and the tracking of projects from planning through close-out. The Vendor will also collaborate with the Facilities Department Asset Management Team to prioritize that team's capital projects.

#### **DELIVERABLES**

The Vendor will provide deliverables necessary for the efficient implementation of the Board's capital improvement program, including, but not limited to: managing facility condition assessments; creating 1, 5, and 10-year capital plans; planning other strategic facility-related initiatives; scoping, budgeting scheduling and designing individual capital projects; managing capital project architects and engineers of record; managing program controls; and producing reports.

#### OUTCOMES:

The Vendor's services will help ensure the efficient and effective operation of the Board's capital improvement program.

#### COMPENSATION:

Vendor shall be paid as agreed upon in the contract, estimated annual costs for the one year term are as follows: \$5,000,000, FY 15 and \$2,500,000, FY 16.

#### **AUTHORIZATION**

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

#### AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program) this contract is in full compliance with the participation goals of 30% MBE and 7% WBE. The following firms have been scheduled:

## Total MBE: 34%

McKissack and McKissack Midwest, Inc. 205 N. Michigan Ave. suite 1930 Chicago, IL 60601

Rodriguez and Associates, Inc. 150 N. Michigan Ave. suite 1120 Chicago, IL 60601 Infrastructure Engineering, Inc. 33 W. Monroe St. suite 1540 Chicago, IL 60603

Millhouse Engineering and Construction, Inc. 60 E. Van Buren St. suite 1501 Chicago, IL 60625

Greatway Consulting 8 S. Michigan Ave. suite 1310 Chicago, IL 60603

Total WBE: 11%
Cotter Consulting
100 S. Wacker Dr. suite 920
Chicago, IL 60606

Maniu, Inc. 2041 W. Division St. Chicago, IL 60622

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAI -

Funds: Capital Funds Charge to Department of Facilities, Unit 11860 \$5,000,000, FY15 \$2,500,000, FY16

Not to Exceed: \$7,500,000

Future year funding is contingent on appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

## Vice President Ruiz abstained on Board Report 14-0827-PR8.

#### 14-0827-PR9

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

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

This report details the award of Capital Improvement Program construction contracts in the total amount of \$36,594,038.06 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of \$1,522,581.42 as listed in the attached August 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 prequalified general contractors and other miscellaneous construction contracts awarded outside the prequalified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

FINANCIAL: Expenditures involved in the Capital Improvement Program are charged to the Department of Operations, Capital Improvement Program.

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482, 483, 484 will be used for all Change Orders (August 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 /

REASONS FOR PROJECT	7	6	4	80	ಐ	7	7	ω	ω	۲	ω	65	7	4
PROJECT SCOPE AND NOTES	The scope of work for this project will include adding a new science lab to the facility and ADA upgrades required to support programmatic access to the facility.	The intent of this project is to install a playground & artificial turf at the school. This was a request by the principal and the friends of Agassiz is beginning the funding for this project.	The scope of work for this project will include reducing the height of the existing masonry chimney. The top section of the chimney will be removed and the lower remaining section will be repaired and capped.	Summer Priority Project. The scope of this project will include providing window AC units for all classrooms.	Summer Priority Project. The scope of this project will include providing window AC units for all classrooms.	Summer Priority Project: The scope of work for this project will include the demolition of the existing modular unit and the installation of asphalt pavement.	Summer Priority Project. The scope of work for this project will include modernizing an existing computer lab in the 1997 building.	The scope of work for this project will include a new modular building that will provide 8 new classrooms. In addition, existing space in the main building will be converted back to its original intended educational use in order to provide a computer lab and science lab.	Demolish and remove existing bithuminous pavement, excavate as necessary for the construction of infrastructure and full section for artificial turf field and HMA play surface. Demolish and remove existing site infrastructure, Provide and HMA track and basketball court with sports surfacing, provide equipment for volleyball games in artificial turf field, provide site lighting, provide landscape and an outdoor dassroom, both with seating. This project includes accessibility and fencing improvements.	The scope of work for this project will include adding a new art lab to the facility and ADA upgrades required to support programmatic access to the facility.	Environmental remediation and demolition of two existing panelized wall modular classroom buildings, backfill any excavated spaces/voids with approved imported fill, provide topsoil and sod for surface restoration.	The intent of this project is to build a new artificial turf field and playlot on the northeast corner of Pulaski and Grenshaw that CBS will acquire. The ROW from the building to the new property will be rebuilt to meet accessibility standards.	Summer Priority Project. The scope of work for this project is planned to include a new science classroom at Room 312.	The scope of work for this project will include roof replacement, raising the parapet and targeted masonry repairs. In addition, targeted interior renovations will be performed in order to address damaged or deteriorated finishes due to water infiltration.
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AWARD DATE	7/14/2014	7/15/2014	7/11/2014	7/14/2014	7/14/2014	7/10/2014	7/14/2014	7/11/2014	7/11/2014	7/14/2014	6/19/2014	6/19/2014	7/14/2014	7/11/2014
CONTRACT AWARD	335,284.72	122,304.19	462,500.00	144,793.72	397,050.78	106,000.00	332,541.62	2,601,652.49	440,000.00	1,869,412.26	670,000.00	579,000.00	333,176.22	1,347,000.00 7/11/2014
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CONTRACTOR	ALL-BRY CONSTRUCTION COMPANY	ALL-BRY CONSTRUCTION COMPANY	ALL-BRY CONSTRUCTION COMPANY	K.R. MILLER CONTRACTORS, INC.	K.R. MILLER CONTRACTORS, INC.	P.H. PASCHEN, S.N. NIBLSEN & ASSOCIATES, , LLC	ALL-BRY CONSTRUCTION COMPANY	, NOI,	P.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC	P.H. PASCHEN, S.N. 2 NIELSEN & ASSOCIATES, LLC	F.H. PASCHEN, S.N. Nielsbn & Associates, Ll.C	F.R. PASCHEN, S.M. NIBLSBN & ASSOCIATES, LLC	ALL-BRY CONSTRUCTION COMPANY	K.R. MILLER CONTRACTORS, INC.
ТООНОЅ	Agassiz School	Agassiz School	Avalon Park	Bateman School	Boone School	Brown School	Carson School	Çassell School	Castellanos School	Ebinger School	Fort Dearborn School	Frazier School	Fulton School	Galileo School

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	REASONS FOR PROJECT	ø	o, ·	۲	<b>&amp;</b>	7	7	σ.		6
	Project scope and notes	The scope of work for this project will include providing a new double play lot, that will serve ages 3-5 and 5-12; half court basketball and volleyball courts, an asphalt track and an artificial turt fransition area, in addition, the site will include an outdoor classroom, garden, and gateways along with storm water drainage and storage.	The intent of this project is to move the existing play structure from King ES to Harte ES. Glosed school King ES has a newer play structure that can be utilized to replace the aging play sucurous at intent. This was requested to be completed as a pilot project by Bardara Byrd Bennett and funding will be provided from transition allowance. In addition, the Phase I portion of the sire improvements, the southeast are a of the property will be completed as part of this project and funded for by the developer next door. Funding is through 5 sources transition funds for the moving of the King play structure to Harte and a developer from the property next door shall be funding the remainder of the asphalt and alley repair.	The intent of this project is to provide interior renovation for the 3rd floor and an elevator for the school. The project also includes minor MEP work, possible dehumidification, ADA improvements. Since the building is under utilized, the 3rd floor will be converted to classrooms for incoming Frazier Prep.	The scope of work for this project will include a new modular building that will provide 8 new classrooms. In addition, existing space in the main building will be converted back to its original intended educational use.	The scope of work for this project will include providing the necessary programmatic elements to support the expansion to accommodate 7th and 8th grade including a new musit room, as separate, dedicated entrance, all required ADA improvements, interior finishes upgrade, and targeted exterior improvements to the windows and roof.	Summer Priority Project. The scope of work for this project will include modernizing an existing computer lab.	The scope of work for this project will include providing a new play lot to serve ages 3-5; rubber surfaced play mounds; asphalt track; and a half court baskelable tourt. In addition, the site will include a garden and storm water drainage and storage.	The scope includes renovations in student occupied spaces and office spaces where paint finishes are water damaged and/or peeling paint of seasts. Bloom will be repaired where required to maintain the integrity of the flooring. The building's exterior wails and roofs will be patched where water infiltration exists. Repair necessary elements to maintain operation of the hearing, plumbing and electrical systems. The play ground will receive necessary improvements to fissure a safe play area/surface.	The scope of work for this project will include providing a new rubber surfaced play area to serve ages 3-5 and inprovements to the existing play of that serves ages 5-12, 2- half court baskedball courts; fitness equipment on rubber surfaced play area; and an artificial turf field with surrounding asphalt track. In addition, the site will include an outdoor classroom and garden along with storm water drainage and storage.
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Appendix A August 2014	AFFIRM.	AA 9		119		16		0		24 2 of 5
Appe Augu	PISCAL YEAR	2015	2014	2015	2015	2015	2015	2015	2015	2015
	ANTICIPATED COMPLETION DATE	8/24/2014	8/24/2014	8/24/2014	8/24/2014	12/31/2014	8/24/2014	8/24/2014	8/24/2014	8/24/2014
	AWARD /	7/14/2014	6/27/2014	7/11/2014	7/15/2014	7/14/2014	7/15/2014	7/14/2014	7/34/2014	7/14/2014
	CONTRACT AWARD	1,319,000,00	128,006.64	4,752,800.00 7/11/2014	2,617,691,63	5,399,210.07	219,308.89	1,020,000.00	828,740,52	1,254,800.00 7/14/2014
	CONTRACT METHOD	BID \$	) joc	BID .	300	300	\$ 200	\$ QIB	\$ 200	S CIB .
	CONTRACT #	2801825/2 746288	2748621	2801585/2 708951	2721830/ 2802341	2801842/2 724282	2726930/ 2802343	2801826/2 745117	2801841/2 724283	2801828/2 746290
	CONTRACTOR	R.H. PASCHEM, S.N. 2 NIELZEN & ASSOCIATIES, LLC	ALL-BRY COMPANY COMPANY	PRIEDLER CONSTRUCTION CO.	OCA CONSTRUCTION, INC	K.r. Miller Contractors, inc.	ALL-BRY CONSTRUCTION COMPANY	ALL-BRY CONSTRUCTION COMPANY	OLD VETERAN CONSTRUCTION, INC	FRIEDLER CONSTRUCTION CO.
	SCHOOL	Grissom School	Harte School	Heral School	Hitch School	Kelvyn Park School	Kinzie School	Leland School	McNair School	Morrill School

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	REASONS FOR PROJECT	÷	2	4 ·	סי	6		78.9
	Project scope and notes	The scope of work for this project will include the installation of a new roofing system at both the main and gymnasium buildings. In addition targeted interior renovations will be performed in order to address damaged or deteriorated finishes due to water infiltration.	Summer Priority Project. The scope of work for this project will include adding new lockers and/or replacing dilapidated/damaged lockers.	The scope of work for this project will include roof replacement and targeted parapet rebuild. In addition, targeted interior removations will be performed in order to address damaged or deteriorated finishes due to water infiltration.	The scope of work for this project will include providing a new rubber surfaced play area with an asphalt track to serve ages 3-5; a rubber surfaced play to that serves ages 5-12; and a permeable paver parking lot. The site will include an outdoor classroom, garden, gateways, and site lighting along with storm water drainage and storage. In addition, repairs will be made to the existing tennis court and basketball court.	Playground, donor pavers, landscape enhancements. Drainage, utilities, and accessibility included. Through a partnership with shoom, provide a playground with a 5-12 play structure to a school without a playground. Raboom works with the school to design the play structure and coordinate a community build of the playground. School provides \$6,500 for the Kaboom grant match. CPS provides the demolition, drainage, utilities, and play surfacing.	Scope of Work: Interior: Paint all rooms; paint corridors; paint student corridors; upgrade Bology. Carpitors; upgrade Bology. Lab; new Computer Room; new Main Office; new Lunch Room; new Multipurpose Room; new small Administration Offices; classroom and inthipurpose Room; new small Administration Offices; classroom and subby floor replacement. MBP/FP: To support new and upgraded lab cances.	Casals: Summer Priority Pioject. The scope of work for this project will include a new turf field at this facility. Inter-American: The scope of work for this project will include a new turf field at this facility.  Woodlawn: Summer Priority Project. The scope of work for this project will include a new turf field at this facility.
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	ACTION	H O	TBD	63	30	28	11	•
Appendix A August 2014	AFFIRM.	AA 0		0	6	0	13	22
Apper Augus	FISCAL	2015	2015	2015	2015	2014	2015	2015
	ANTICIPATED COMPLETION DATE	8/24/2014	8/24/2014	8/24/2014	8/24/2014	8/24/2014	8/24/2014	8/24/2014
	AWARD DATE	7/14/2014	7/14/2014	7/11/2014	7/14/2014	6/25/2014	7/11/2014	7/14/2014
	CONTRACT AWARD	1,393,839.00	214,125.31	436,800.00 7/11/2014	1,270,000.00	217,000.00	\$ 1,307,000.00 7/11/2014	852,000.00 7/14/2014
		₩2	₩	44	€	•	49	₩
	CONTRACT	OIR	300	BID	QIE	BID	GIE	BID
	CONTRACT CO	2801824/2 734882	2801834/2 720674	2801632/2 740878	2801829/2 747383	2745112	2801584/2 730027	2801818/ 2801820/ 2801821
	CONTRACTOR	Pritzket School AG.A.E. CONTRACTING 2801824/2 734882	K.R. MILLER Contractors, inc	PRIEDLER CONSTRUCTION CO.	rh. Paschen s.n. 2801829/ Neljer r.associates, 747383 LLC	ALL-BRY CONSTRUCTION COMPANY	RH, PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC	BLINDERMAN CONSTRUCTION CO.
	SCHOOL	Pritzker School	Rogers School	Scammon School	Schmid School	Thorp School	Urban Prep School	Casals/ Inter- American/ Woodlawn

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	REASONS FOR PROJECT	ь	<b>P</b>	
	PROJECT SCOPE AND NOTES	Budlong; Summer Priority Project. The scope of work for this project will include providing a new poured-in-place rubber surface.  Burn: Summer Priority Project. The scope of work for this project will include providing a new double play lot, that will serve ages 3-5 and ages 5-12.  Snyser; Summer Priority Project. The scope of work for this project will include providing as new double play lot, including one that will serve ages 5-13.  Stower; Summer Priority Project. The scope of work for this project will include providing as new double play lot, including one that will serve ages 3-8 and one that will serve ages 5-12.  Ward L. Summer Priority Project. The scope of work for this project will include providing a new double play lot, including one that will serve ages 5-3.  Sand one that will serve ages 5-12.  Garvey; Summer Priority Project. The scope of work for this project will include providing a new double play lot, including one that will serve ages 5-3.5 and one that will serve ages 5-12.  Kipling; Summer Priority Project. The scope of work for this project will include providing a new double play lot, including one that will serve ages 5-15.  Kipling summer Priority Project. Replace play lot with new double play lot, including one that will serve ages 5-12.  Als and one that will serve ages 5-12.  Sand one that will serve ages 5-12.	Clarke, Summer Priority Project. The scope of work for this project will including one that will serve ages 5-5.2.  Ellington: Summer Priority Project. The scope of work for this project will induce providing a new double playlot, including one that will serve ages 5-12.  Ellington: Summer Priority Project. The scope of work for this project will include providing a new double playlot, including one that will serve ages 5-12.  Hatnes: Summer Priority Project. The scope of work for this project will include providing a new double playlot, including one that will serve ages 5-13.  As and one that will serve ages 5-12.  Hatnes: Summer Priority Project. The scope of work for this project will include providing a new double playlot, including one that will serve ages 3-5 and one that will serve ages 5-12.  Sand one that will serve ages 5-12.  Will include providing a new double playlot, including one that will serve ages 3-5 and one that will serve ages 5-2.  Will include providing a new double playlot, including one that will serve ages 3-5 and one that will serve ages 5-12.  Will include providing a new double playlot, including one that will serve ages 3-5 and one that will serve ages 5-12.  Sand one that will serve ages 5-12.  Sand one that will serve ages 5-12.  Will include providing a new double playlot, including one that will serve ages 3-5 and one that will serve ages 5-13.  Sand one that will serve ages 5-12.  Sand one that will serve ages 5-13.  Sand one that will serve ages 5-13.  Sand one that will serve ages 5-14.	
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August 2014	AFFIRM.	<b>4</b> •	•	
Augus	FISCAL	2015	2015	
	ANTICIPATED COMPLETION DATE	8/24/2014	8/24/2014	
	AWARD A	7/11/2014	7/11/2014	
	CONTRACT AWARD	\$ 1,685,000.00 7/11/2014	\$ 1,937,000.00 7/11/2014	\$ 26 504 020 05
	CONTRACT METHOD	BID	CIE	
	CONTRACT	2801610/ 2801613/ 2801613/ 2801613/ 2801617/ 2801617/ 2801617/ 2801617/ 2801618/ 280	2801519) 2801520) 2801520] 2801527] 2801527] 2801527] 2801527] 2733742 2733742	
	CONTRACTOR	WIGHT & COMPANY	<b>WIGHT &amp; COMPANY</b>	
	SCHOOL	Budtong/ Burr/ Smyser/ Stowe/ Ward.J. Earhart/ Garvey/ Kipling/ Pullman	Clark/ Elington/ Mard,/ Basley/ Ward,/ Basley/ Stevenson/ Talman/ Farady/ Christopher	

	REASONS FOR PROJECT							
	AND NOTES							
	PROJECT SCOPE AND NOTES							
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	ACTION	H						
Appendix A August 2014	APFIRM.	ΑA						
Appe Augu	FISCAL							
	ANTICIPATED FISCAL AFFIRM. ACTION COMPLETION YEAR DATE							
	AWARD DATE							
	CONTRACT							
	CONTRACT METHOD							
	CONTRACT #							23
	CONTRACTOR			и	or Conditions	l Needs		ional Portfolio Strate Nistrict Initiatives rovided
	SCHOOL		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

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3				August 2014					
Chicago Public Schools	Schools			These change order approval cycles range	Je from			Dat	Date: 7/16/2014
Capital Improvement Program	ent Progra	E		06/01/14 to 06/30/14				Page:	9: 1 of 9
				CHANGE ORDER LOG					
School Vendor	Œ.	Project Number	Original Contract Amount	Number Change Orders	Total Change Ordere	Revised Total Contract % of Amount Contract	Total Oracle % of PO Contract Number		Board Rpt Number
Charles Evans Hughes School	s School								
2013 Hughes LTG		2013-23901-LTG							
Broadway Electric	Electric	\$\$	\$57,057.00	n	\$28,440.00	\$85,497.00 49.84%	49.84%		
Change Date	App Date	Change Order Descriptions					Reason Code 2721823	ន្ត	
06/09/14	08/20/14	Provide material and labor to re unexpectedly furn off.	emove all of t	Provide material and labor to remove all of the in-line fuses in the fixtures. Fuses have been causing some lights to unexpectedly turn off.	een causing some lights t	0	Discovered Conditions	nditions	\$11,600.00
Foster Park School							ā	Project Total	\$11,600.00
2013 Foster Park LTG		2013-23261-LTG							
Broadway Electric	Electric	\$2	\$28,914.00	വ	\$14,020.00	\$42,934.00 48.49%	48.49%		
Change Date	App Date	Change Order Descriptions					Reason Code 2724147	47	
05/22/14	06/02/14	Provide material and labor to re unexpectedly turn off.	emove all of t	Provide material and labor to remove all of the in-line fuses in the fixtures. Fuses have been causing some lights to unexpectedly turn off.	een causing some lights t	0	Discovered Conditions	nditions	\$11,100.00
Betty Shabazz Interna	itional Charte	Betty Shabazz International Charter School-Barbara Sizemore Academy	cademy				Õ.	Project Total	\$11,100.00
2014 Shabazz LTG		2014-66401-LTG	•						
J M Polcurr, Inc.	rr, Inc.	55	\$14,107.18	8	\$6,772.64	\$20.879.82 48.01%	48.01%		
Change Date	App Oate	Change Order Descriptions					Resson Code 2667933	33	
05/23/14	06/02/14	Provide material and labor to in	ıstall addition	Provids material and labor to Install additional retrofit kits that were not identified in the contract documents.	ontract documents.		Omission – AOR	В	\$1,400.00
J W Von Goethe School	ō			-			ď.	Project Total	\$1,400.00
2013 Goethe NCP		2013-23341-NCP							
O.C.A. Co	O.C.A. Construction, Inc.		\$1,207,825.00	27	\$486,613.96	\$1,694,438.96 40.29%	40.29%		
Change Date	App Date	Change. Order Descriptions					Reason Code 2492395		11-0525-PR8
06/20/14	06/26/14	Labor & equipment expenses i	ncurred due	Labor & equipment expenses incurred due to demobilization and re mobilization for the installation of the planters.	nstallation of the planters.		Error - Architect	**	\$10,670.00
06/09/14	06/20/14	Labor and material to install ga	Ivanized stra	Labor and material to install galvanized straps to secure/connect the planter concrete planter sections together.	anter sections together.		Omission AOR	œ	\$4,430.00
06/24/14	08/27/14	Labor & material to Install sod o	around Adve	Labor & material to Install sod around Adventure Play area. Specified Wood Chips were causing an issue with pervious concrete and needed to be replaced with something that would not clog the concrete.	s causing an issue with pe	rvious	School Request	<b>.</b>	\$3,500.00
08/09/14	06/20/14	Labor & material required due t	to deviations	Labor & material required due to deviations in fabrication of concrete planters caused by LA & fabricator,	/ LA & fabricator,		Omission - AOR	œ	\$4,900.00
								Project Total	\$23,500.00

Chicago Public acrons	SCHOOLS			These change order approval cyc	cles range from			۱ ۱	
Capital Improvement Program	ent Progra	ε		06/01/14 to 06/30/14	4				Page: 2 of 9
Capital Imployer	alfor High			CHANGE ORDER LOG	3 LOG				
School Vendor	ē.	Project Number	Original Contract Amount	Number Change Ordens	Total Change Orders	Ravised Contract Amount	Total Oracle % of PO Contract Number	<b>1</b> 5	Board Rpt Number
Theodore Herzi School									
2013 Herzi MCR	ส	2013-23771-MCR							
Core Mechanical	shanical, inc.	•	\$96,585.00	4	\$29,215.20	\$125,810.20	30.25%		
Change Date	App Date	Change, Order Descriptions					Reason Code 2603010	5	13-0227-PR6
08/06/14	06/11/14	This CO is for the jetting of e and flow.	dsting discov	This CO is for the jetting of existing discovered 8" storm water lines. Wock was required in order to verify integrity of pipe, pitch and flow.	s required in order to verify int	egrity of pipe, pitch	Discovered Conditions	nditions	\$4,000.00
06/06/14	06/11/14	Change order was required due to the discovery of a 2" Lead w Water line was unmarked and most likely abandoned, but could connection was done outside of the CB with the addition of a y.	lue to the disc d most likely a of the CB will	Change order was required due to the discovery of a 2" Lead water service pipe in conflict with the new proposed catch basin. Water line was unmarked and most likely abandoned, but could not confirm. Therefore Catch Basin was offset and storm line connection was done outside of the CB with the addition of a y.	e in conflict with the new prop herefore Catch Basin was off	osed catch basin. set and storm line	Discovered Conditions	nditions	\$4,795.00
06/08/14	06/11/14	Labor & Material required to	remove concn	Labor & Material required to remove concrete, locate broken drainage pipe, then replace and connect to the building and CB 2.	n replace and connect to the	building and CB 2.	Discovered Conditions	uditions	\$16,220.20
06/06/14	06/11/14	This CO is for labor and mat building not shown on drawin	erial to install	This CO is for labor and material to install a deeper calch basin at MH #01 in order to pick up discovered 6" storm lines from building not shown on drawings. Depth was increased by 4" in order to pick up the flow of the discovered pipes.	rder to pick up discovered 8" the flow of the discovered pip	storm lines from oes.	Discovered Conditions	nditlons	\$4,200.00
		8	,	•			ď	Project Total	\$29,215.20
Wendell Smith									
2013 Smith LTG	**	2013-23641-LTG							
Broadwa	Broadway Electric		\$59,984.00	9	\$13,682.00	\$73,666.00 22.81%	22.81%		
Change Date	App Date	Change Order Descriptions					Reason Code 2724148	148	
05/22/14	06/11/14	Provide material and labor to unexpectedly turn off.	remove all of	Provide material and labor to remove all of the in-line fuses in the fixtures. Fuses have been causing some lights to unexpectedly turn off.	s have been causing some li	ghts to	Discovered Conditions	nditions	\$12,052.00
							_	Project Total	\$12,052.00
John Gregory School									
2014 Gragory NPL		2014-23441-NPL							
Reliable	Reliable & Associates	49	\$315,000.00	ıo	\$67,241.05	\$382,241.05 21.35%	21.35%		
Change Date	Change Date App Date	Change Order Descriptions					Reason Code 2628313	313	.11-0525-PR8
03/26/14	06/02/14		ey pavement	Eliminate saw-cut work at ailey pavement due to discovered conditions of solid edge.	edge.		Discovered Conditions	nditions	(\$300.00)
	9	7					Ė	Project Total	(\$300.00)
James N I norp Ele	nemary selle	5							
2013 Thorp LTG	v Fleetric	2013-25601-LTG	\$77.085.00	er.	\$16,048.00	\$93,133.00 20.82%	20.82%		
Change Date	App Date	Change Order Descriptions					Reason Code 2721825	. 825	
06/09/14	06/20/14		remove all of	Provide meterial and labor to remove all of the in-line fuses in the fixtures. Fuses have been causing some lights to	es have been causing some l	ights to	Discovered Conditions	sudifions	\$14,759.00
		unexpectedly turn off.							

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Capital In	nproveme	Capital Improvement Program	L L		These change order approval cycles range from 06/01/14 to 06/30/14	range from			מ כ	Page: 7	3 of 9
					CHANGE ORDER LOG	0G					
School	Vendor	Pn	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board R	Board Rpt Number
Perkins Bass School 2014 Bass NPL	ss School	20	2014-22161-NPL								
	F.H. Pasch	F.H. Paschen, S.N. Nielsen & Assoc	en & Assoc	\$293,000.00	6	\$49,730.21	\$342,730.21	16.97%			
Ŋ	Change Date	App Date	Change Order Descriptions	iplions				Reason Code 28283	Code 2828307	11-0525-PR8	-PR8
Õ	06/09/14	06/20/14	Labor and equipment	to provide "G Max" te	Labor and equipment to provide "G Max" testing for the new Synthetic Turf Field.			Owner Directed	Directed		\$1,500.00
O	06/10/14	06/18/14	Material credit for Tur	rf maintenance equipn	Material credit for Turf maintenance equipment not needed by CPS Roving Crew			Owner Directed	Directed	3	(\$4,000.00)
Alfred Nob	Alfred Nobel Elementary School	ry.School							Project Total	<b></b>	(\$2,500.00)
2014 NC	2014 Nobel NPL	20	2014-24691-NPL								
	Reliable & Associates	Associates		\$333,000.00	е	\$55,275.23	\$388,275.23	16.80%			
경	Change Date	App Date	Change Order Descriptions	riptions				Reason Code 2628	Code 2628314	11-0525-PR8	-PR8
0	03/26/14	06/02/14	Provide material and I	labor credit for dowels	Provide material and labor credit for dowels that structural engineer believes are no longer necessary.	longer necessary.		Discover	Discovered Conditions	)	(\$1,000.00)
									Project Total		(\$1,000.00)
William Ho	William Howard Taft High School	igh School	-								
¥ 8	1 M	4	14-465 II-MCR	000000000000000000000000000000000000000	Ş		1000	,			
	yer Lane	I yier Lane Construction, Inc.		\$10,043,950.0U	71	\$1,276,737.55	\$11,620,687.55 12.34%	12.34%			
됩	Change Date	App Date	Change Order Descriptions	riptions				Reason Code 26809	Code 2680945		
0	06/08/14	06/20/14		(2 total) 3' x 4' access	Contractor to provide (2 total) 3' x 4' accessible student tables with maple wood base and epoxytops for 303 and 305.	se and epoxytops for 3	303 and 305.	Owner Directed	)irected		\$701.00
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August 2014

CPS
Chicago Public Schools
Capital Improvement Program

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CPS				August 2014	014				
Chicago Public Schools	Schools	E		These change order approval cycles range from 08/01/14 to 08/30/14	cycles range from 0/14			<u> </u>	Date: 7/16/2014 Page: 4 of 9
				CHANGE ORDER LOG	RLOG				
School Vendor	ē.	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
William Howard Taft High School	High School								
2014 Taft MCR	Ñ	2014-46311-MCR							
TylerLan	Tyler Lane Construction, Inc.	, Inc.	\$10,343,950.00	12	\$1,276,737.55	\$11,620,687.55 12.34%	12.34%		
Change Date	App Date	Change Order Descriptions	adptions				Reason Code 2680	Code 2680945	
05/16/14	06/09/14	Following additional review by the	review by the Design to	Following additional review by the Design team, it was determined that additional rooms and surfaces require painting and repair	and surfaces requ	ire painting and repair		School Request	\$1,110,942.99
		GC shall provide pri shall be removed to its shall be removed to its 3. Paint the conflow side of all existing peablines and parelling short of all existing presents and replease. A Paint additional in the plaster of a shall be paint parellines and replease and replease and replease and replease and replease. B. Paint Paint he plaster has conflowed the accompanse, Paint he was all paint Acoustic O. Paint Acoustic O. Paint Acoustic O. Paint he walls st. 11. Paint the walls st. 12. Remove and re 13. Provide So corford. So conflowed So corford So	CG shall provide pricing to ad it of following work scope.  1. Paint the accustical celling paraés and grid hy-place in the Ashathe a removed cleaned and reinstaled after painting work is stand be removed cleaned and reinstaled after painting work is standing.  2. Paint whe corridors and stainwells off order at the Annex Bull side of all existing painted surfaces including, doors, door frem cellings and existing painted surfaces including panels who was the above of the main be subjected and non-windowed rooms.  3. Paint whe all replace and non-windowed rooms.  4. Paint additional inferior and non-windowed rooms.  5. Remove and replace sets shall be removed, cleaned as signification of the brind floor.  7. Fromove the accoustical will pent and support in Rooms 222 panels. Paint the walls behind pentel joints and provided support of the brind floor.  7. Fromove the accoustical will pentel and provided support of the brind floor.  7. Fromove has occustical will be base ment east stalf land.  7. Provide new 1/2 light fluture at the basement east stalf land.  7. Frovide SS column cover at the damaged SGT column in the 14. Provide SS column cover at the damaged SGT column to the 15. Eliminate the base contract paint scope from the sculpaent in the Novide SS column cover at the damaged SGT column and 248.  7. Frovide C) new drinking fourtial multibring wasting fluture degree at the Provide (1) zervade (1) zervade (1) the drinking fluturing fluturing fluturing will solve at othal allowance of 600 SFT for plaster patching at 16. Provide a total allowance of 600 SFT for plaster patching at 18.  7. Provide a total allowance of 600 SFT for plaster patching at 18.  7. Provide a total allowance of 600 SFT for plaster patching at 18.	GG shall provide principt to add the following work store.  1. Paint the accustical celling parales and glid in-place in the Annex Building as indicated. In addition, the light findures lenses that the accustical celling parales and glid in-place in the Annex Building as indicated. In addition, the light findures lenses at the factor of the parales in the state of th	as indicated. In addition, the lauliding. Painting scope shiftness, saffilis, buiktreads, fireness, saffilis, buiktreads, fireres and the underside of station or . Once the panels have be one. Once the panels have be used or the boys locker room own the boys locker room and adjacent anciliary rooms, and adjacent anciliary rooms, room and Scover plate at most and 247B and north and E 165C and 262A moistiked DF locations in Corriers additional rooms to be paintee that 165E.	light fixures lenses all include corridor e extinguisher fr. fs. er er ermoved paint the star. expeed conduit. exposed conduit. ast walls of Room had of Room had of Room had of Room had of Room of add.			
Morgan Park High School								Project lota	81,111,043,88
2012 Morgan Park SIP F.H. Paschen,	S.N.	2012-46251-SIP elsen & Assoc	\$19,814,000.00	127	\$1,377,777.00	\$21,191,777.00	6.95%		
Change Date	e App Date	Change Order Descriptions	criptions				Reason Code 2298	1.Code 2298750	11-0525-PR8
09/27/13	08/02/14		r not removing duct ris or not providing new rep	<ol> <li>Provide credit for not removing duct riser runs (5 tods) between roof and basement ceiling at faculty dining room.</li> <li>Provide credit for not providing new replacement duct riser runs (3 total) between roof and basement ceiling as shown in that by thing room.</li> </ol>	basement ceiling at faculty di between roof and basement c	ning room. selling as shown in	Other		\$10,099.00
								Project Total	\$10,099.00

CPS				August 2014	4				
Chicago Public Schools Capital Improvement Program	Schools nent Progra	Ę		These change order approval cycles range from 08/01/14 to 08/30/14	s range from				Date: 7/16/2014 Page: 5 of 9
				CHANGE ORDER LOG	P00				
School Vendor	0.	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
Marie Sklodowska Curle Metropolitan High School	Surfe Metropo	litan High School							
2013 Curle UAF	~	2013-63101-UAF							
All-Bry C	All-Bry Construction Company	xmpany	\$475,000.00	7	\$32,684.79	\$507,884.79	6.88%		
Change Date	App Date	Change Order Descriptions	suoj				Reason Code	Code 2699164	11-0525-PR8
06/13/14	06/23/14	The undocumented field during excavation. At the conduit shall be placed a Another hand hole shall sold. If existing electre askising electre existing ight poles and recontractor.	I lighting electric so electric connection along with the neor be dropped at the rical wire cannot burin an approximate	The undocumented field lighting electric service (refocated at some point), buried approximately 6 inches deep, was damaged during excavation. At the point of connection to the new wire a hand hole shall be placed, out of the field of play. A new 1" coordulist hall be becard acting with the necessary wires and trenched across the forbalfillided tare min. depth of 8 inches. Another hand hole shall be dropped at the other point of connection to the existing electric. The approximate length of repair is 280 LF. If existing electrical wire cannot be re-used a new tench with wire & conduit shall be connected from each end of the existing light poles and run an approximate length of \$30 LF. All wire type shall match existing in the field as verified by the	approximately 6 inches deep placed, out of the field of placed, out of the field of placed, out of the spirodiment of the field of placed field and placed field as a fact existing in the field as a fact existing in the field as a	y, was damaged by. A new 1" of 18 inches. ength of repair is each end of the verified by the		Discovered Conditions	\$6,350.75
08/05/14	08/20/14	Per DWM Permit Review Requirements the following mod Add five (5) additional cleanouts, Move restrictor structurus structure, three structures as specified along the east popen lids, New Yower play at downstream structure to be characterized to the abandoned in lies in demonstration	w Requirements the leanouts, Move reserves as specified all hipe at downstream on the abandoned in	Per DVM. The remit Review Requirements the following modifications to the storm sewer design shall be completed: Add five (5) additional cleanous, Move restrictor structure to downstream location, connect detention outliet pipe to existing structure, three structures as specified along the east property line shall be adjusted to new grade, Switchout closed lids to open lids. New Sewer pipe at Conventream structure to be replaced shall avoid tree with a bend in the pipe, existing Sewer at Amountains to ha abandoned in line of services.	ewer design shall be comple i, connect detention outlet pi steed to new grade, Switchc ee with a bend in the pipe, e	eted: pe to existing out closed lids to existing Sewer at	Code	Code Compliance	\$5,510.00
05/13/14	06/03/14	Provide material and labor system to remain in place.	or to install new irr	Provide materials and labor to Install new Irrigation system on the center and east end of the impacted area. West half of the system to remain in place.	nd of the impacted area. We	est haif of the	Discove	Discovered Conditions	\$13,250.00
								Project Total	al \$25,110.75
Zenos Colman School	<b>j</b> oc				-				
2014 Colman ADA		2014-22781-ADA							
Reliable	Reliable & Associates		\$895,000.00	ıo	\$58,625.55	\$953,625.55	6.55%		
Change Date	App Date	Change Order Descriptions	suoi				Reason Code	Code 2680941	
06/02/14	06/06/14	Provide material and lab wall on the roof side, we	oor to repair mason eather tight for 20 li	Provide material and labor to epair masorry, tuckpoint, and caulk as needed to make the existing deteriorating north parapet wall on the roof side, weather tight for 20 linear feet at the new elevator shaffooby addition only.	rake the existing deteriorating y addition only.	g north parapet	Discove	Discovered Conditions	\$2,882.52
05/21/14	06/11/14	Provide material and labor to: Paint trim at 7'-4" AFF and 8'	oor to: and 8'-4" AFF the s	Provide material and labor to: Paint trim at 7-4" AFF and 8-4" AFF the same light yellow used in the Auditorium			Owner	Owner Directed	\$18,392.56
		Remove and relocate existing light fixtures to 8:4" above finish existing fixtures to be able to mount light fixtures to new height.	xisting light fixtures ble to mount light fi	Remove and relocate existing light fixtures to 8'-4" above finished floor of the ground floor corridor. Add pendant stems to the existing fixtures to be able to mount light fixtures to new height.	ınd floor corridor. Add penda	ant stems to the			
		Provide and install 50 linear feet of I as required throughout the corridor.	near feet of new st the corridor.	Provide and install 50 linear feet of new stained wood trim to match the height and profile of the existing wood trim to be infilled as required throughout the corridor.	d profile of the existing wood	trim to be infilled			
05/29/14	08/08/14	The existing wires on the trim will be removed, protected a Provide material and abor to revise the floor designations of designations G,1,2 and 3 as shown on the shop drawings.	ne trim will be remo oor to revise the flo 3 as shown on the	The existing wires on the trim will be removed, protected and refastened to the wall.  Provide material and labor to revise the floor designations of the elevator to 1,2,3 and 4 in lieu of the original assigned floor designations 6,1,2 and 5 as shown on the shop drawings.	ili. and 4 In lieu of the original a	ssigned floor	Error - /	Error - Architect	\$1,753.24
								Project Total	tal \$23,028,32

ollowing change orders have been approved and are being reported to the Board in arrears.

272				August 2014	+->				
Chicago Public Schools	chools			These change order approval cycles range from	cycles range from			Dat	7
Capital Improvement Program	ent Prograr	E		08/01/14 to 06/30/14	30/14 ED I OG			Page:	e: 6 of 9
				GRO BONDE ORD	EN LOG		ı		
School Vandor	ē.	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total Oracle % of PO Contract Number		Board Rpt Number
Thomas Kelly High School	hool						,		
2013 Kelly MEP	20	2013-46181-MEP							
Friedler Cc	Friedler Construction Co.		\$763,800.00	4	\$41,225.22	\$805,025.22	5.40%		
Change Date App Date	App Date	Change Order Descriptions	ptions				Reason Code		44.052K.0D8
06/18/14	06/20/14	After completion the chiller was charged w replaced in order to m 1. Remove and replaced.	After completion the pressure test and vacuum for the exhibiter was charged with refrigerant. The Contractor after replaced in order to make the existing belief or perational: The formore and replace the two defective expansion valve. 2. Remove and replace the montherboard for the expansic.	After completion the pressure test and vacuum for the existing 150 Ton chiller by Starton Mechanical and found teak free, the chiller was charged with refrigerant. The Contractor attempted to start the chiller and found the items below that need to be replaced in order to make the existing chiller operational:  1. Remove and replace the two defective expansion valves (one on each circuit).  2. Remove and replace the mother-board for the expansion valves.	iler by Stanton Mechanical and f hiller and found the flems below cutt).	ound leak free, the that need to be	Discovered Conditions		\$16,642.00
		3. Kemove and repla	Kemove and replace the ground rault board.	oard.			ĪĒ	Project Total	\$16,642.00
Rachel Carson Elementary	intary School	_							
2014 Carson EXT		2014-22601-EXT							
AIFBry Co.	AILBry Construction Company	mpany .	\$5,194,400.00	80	\$208,181.24	\$5,402,581.24	4.01%		
Change Date App Date	App Date	Change Order Descriptions	iptions				Reason Code 2696945	ž.	
05/31/14	06/11/14	Upon removing the si condition. Limestone most have no reliable this portion of the wal	Upon removing the stone coping of the one-st condition. Limestone as hars on the face of th most have no reliable attachment. Relising the this portion of the wall below is reconstructed.	Upon removing the starte coping of the one-story wing on the main building, the existing brick back-up was found to be in poor condition. Limsstone ashlars on the faze of the walf, scheduled to remain, are not installed with anchors; many are loose, and most have no reliable attachment. Rasing the height of the parapet to accommodate new fisshing cannot be accomplished until this portion of the wall below is reconstructed.	, the existing brick back-up was are not installed with anchors; m mnodate new flashing cannot b	found to be in poor any are loose, and he accomplished until	Discovered Conditions	nditions	\$89,795.34
05/25/14	06/11/14	Plumbing to Gym Of would not have funct demo scope from the labor and material cre	Plumbing to Gym Office 107A is fed from piping that would not have functional plumbing. After additional demo scope from the base contracts to the gym officinator and material oredit for deleted plumbing scope.	Plumbing to Cym Office 107A is fed from piping that was scheduled to be removed. Once removal is compilete the gym office would not have functional plumbing. After additional discussions with the school the project team has decided to remove this demo scope from the base contracts so the gym office will continue to have a functional plumbing system. Contractor to provide that have an functional plumbing system. Contractor to provide the labor and material orealitize deads plumbing scope.	removed. Once removal is com chool the project team has decit a functional plumbing system. C	plete the gym office ded to remove this contractor to provide	Owner Directed	79	(\$9,774.00)
05/25/14	06/05/14	Additional brick deter in the base scope, ar wythe brick replacem	Additional brick deferioration (loose, unstable bric in the base scope, and during grinding of the mor wythe brick replacement per the attached sketch.	Additional brick deterioration (loose, unstable bricks) have been encountered at the top of the chirmey during removal of the brick. Discovered Conditions in the bess scope, and during principly of the mortar joins. Contractor shall prepare a change order proposal for additional two-width brick replacement per the attached sketch.	ed at the top of the chimney duri. I prepare a change order propos	ng removal of the bri sal for additional two-	ck Discovered Co	nditions	\$13,186.25
Charles G Hammond School	School						"	Project Total	\$93,207.59
2013 Hammond AUD		2013-23531-AUD	-	,		200			
K.R. Miller Contractors, Change Date App Date	K.R. Miller Contractors, Inc inge Date App Date Q	\$1, Change Order Descriptions	\$1,085,918.00 riptions	N	\$35,436.41	\$1,121,130.21	S.2478 Reason(		
							2648669	699	100
06/11/14	06/20/14		labor to install two ne	Provide material and labor to install two new backboards and new athletic mats for gym space.	mats for gym space.	97000	School Request	St	\$17,679.61
06/04/14	U5/20/14		I BOOK TO VELLOUS UISC	בי משפה המשפה של מו המסירוס אמונית בי מומית אפופית ביו מומית ובי מיום מיום מיום של מיום אות מיום מיום ביים מיום	delta nora il grinti accidini	obacc.	D Polescopelia		20 000 ave

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Chicago Public Sch	Schools			There also some some some the contraction of the co				5,40	7/40/10044
Capital Improvement	nent Program	ш		i iese change order approva cycles range from 06/01/14 to 06/30/14	range from			Page:	
				CHANGE ORDER LOG	90				
School Vendor	ü.	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Ravised Contract Amount	Total Oracle % of PO Contract Number	Воагс	Board Rpt Number
Alexander Hamilton Schoo	School					1	1		
2013 Hamilton UAF		2013-23501-UAF							
F.H. Paso	F.H. Paschen, S.N. Nielsen & Assoc	Isen & Assoc	\$217,000.00	ю	\$4.862.00	\$221.862.00	2 24%		
Change Date	App Date	Change Order Descriptions	criptions				Reason Code		14.0525.PR8
08/13/14	06/20/14	Provide material cre	dit for the turf sweeper	Provide material credit for the turf sweeper and groomer as outlined in the contract specifications.	pecifications.		Owner Directed		(\$4,000,000)
06/02/14	06/20/14	During excavation it at the elevations pro an access ramp at t	was discovered that ti posed in the drawings he location where the tr	During excavation it was discovered that there were existing ductbanks that prevented the contractor from installing the turf field Discovered Conditions at the feedadors probosed in the drawings. As a consequence this change order was needed to direct the contractor to provide an access ramp at the location where the turf field met the existin particular derived.	ted the contractor from i	installing the turf fiel contractor to provid	Id Discovered Condi	tions	\$7,362.00
06/12/14	06/20/14	The specifications include Owner 8 as a change order to their contract.	ndude Owner Supplie o their contract.	The specifications include Owner Supplied playground surface testing. CPS agreed to have the contractor provide this testing. Owner Directed as a change order to their contract.	ed to have the contractor	r provide this testing	Owner Directed		\$1,500.00
Edwin G Foreman High School	gh School						Pro	Project Total	\$4,862.00
2013 Foreman LTG		2013-46131-LTG							
ECO Ligh	ting Services	ECO Lighting Services & Technology	\$190,727.90	2	\$3.100.31	£193 R28 21	1 63%		
Change Date	App Date	Change Order Descriptions	criptions				Reason Code		11-1214-PR4
05/21/14	06/11/14	Provide material and	fabor to install addition	Provide material and labor to install additional retrofit kits that were not identified in the contract documents.	e contract documents.		Omission - AOR		\$1,128.30
Soloumer Truth School	2						Pro	Project Total	\$1,128.30
2011 Truth CSP-1		2011-26571-CSP-1							
K.R. Mile	-Contractors	<u>2</u>	\$3.942.000.00	7	<b>683 282 33</b>	64 000 300 50	2707		
Change Date App Date	App Date	Change Order Descriptions	siptions		20.30		Reason Code		
06/03/14	06/20/14	Provide material and labor to during cold weather events.	labor to increase the s events.	Provide material and labor to increase the size of the heating coll for VAV-12. This VAV/room was unable to reach set point during cold weather events.	/AV/room was unable to	reach set point	2495890 Error - Architect		11-0525-PR8 \$6,220.08
Richard T Crane Tech Prep	h Prep Comm	p Comm On School					Pro	Project Total	\$6,220.08
2013 Crane HS UAF		2013-46081-UAF							
Wight & Company	Sompany		\$1,875,000.00	4	\$29.175.20	\$1,904,175,20	1.56%		
Chenge Date App Date	App Date	Change Order Descriptions	riptions			;	Reason Code 2696946		
06/13/14	06/28/14	During the excavation removed in order to scope of work and a	During the excavation of the existing soil, som removed in order to install the new turf field ar scope of work and are discovered conditions.	Duting the excavation of the existing soil, some concrete foundations from previous structures were found. They had to be removed in order to install the new turf field and drainage system. Since they were buried and unknown they were not in the scope drown's and are discovered conditions.	structures were found. T	They had to be y were not in the	Discovered Conditions	lions	\$2,366.88
06/13/14	06/26/14	During the demolitio expected. Provide m material.	n of the existing runnin raterial and labor for rex	During the demofition of the existing running track it was discovered that some areas of the track were deeper than what was expected. Provide material and isbor for required additional cost for proper removal and disposal of the additional running track material.	of the track were deepe ind disposal of the additi	er than what was ional running track	Discovered Conditions	tions	\$15,795.06

The following change orders have been approved and are being reported to the Board in emean.

Chicago Public Schools	Schools			These change order approval cycles range from	range from			Date:	Date: 7/16/2014
Capital Improvement Program	ent Prograi	ε		06/01/14 to 06/30/14	90			Page:	8 01 9
					i				
School Vendor	ă.	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Ravised Contract Amount	Total Oracle % of PO Contract Number	Board	Board Kpt Number
M Jean De Lafayette Schoo	School								
2014 Lafay ette CSP		2014-24121-CSP							
F.H. Paschen, S.	then, S.N. Niek	N. Nielsen & Assoc	\$15,924,000.00	16	\$232,123.00	\$16,156,123.00	1.46%		
Change Date	App Date	Change Order Descriptions	iptions				Reason Code 2698194	11-052	11-0525-PR8
06/04/14	06/11/14	Provide material and i	labor to repair damage	Provide material and labor to repair damaged vent stack in wall plenum.			Discovered Conditions	2	\$3,625.00
05/20/14	06/02/14	Provide material and I	labor to make addition	Provide material and labor to make additional floor modifications so floor finish will be consistent throughout the space.	be consistent throughou	ut the space.	Discovered Conditions	S	\$8,663.00
05/29/14	06/11/14	Removal of discovere	ed asbestos material in	Removal of discovered asbestos material inside boiler upon dismantlement / demolition.	iltion.		Discovered Conditions	<b>60</b>	\$5,515.00
	1						Project Total	Total	\$17,803.00
2014 Southside Occ CAR	nai Academy	2014-49031-CAR							
All-Bry Co	All-Bry Construction Company	mpany	\$601,000.00	4-	\$7,246.00	\$608,246.00	1.21%		
Change Date	App Date	Change Order Descriptions	riptions				Resson Code 2694607		
05/27/14	08/20/14	Provide material and	labor credit to delete n	Provide material and labor credit to delete millwork cabinets in Carpentry Lab 104 and Classroom 200, add wall bracket	and Classroom 200, add	d wall bracket	Omission AOR		\$7,246.00
		countertop supports Provide material and Provide material and inter and cutter	labor to add counters labor to change solid i	countertop supports Provide material and labor to add counter sink drain and legs to sinks in Carpentry Lab 104 and Classroom 200 Provide material and labor to change solid interceptor from 20 GPM flow capacity 3" inlet and outlet to 15 GPM flow capacity 2" inlet and outlet to 15 GPM flow capacity 2" inlet and outlet to 15 GPM flow capacity 2" inlet and outlet to 15 GPM flow capacity 2".	/ Lab 104 and Classrooi 3" inlet and outlet to 15	m 200 GPM flow capacity 2"			
						•	Project Total	Total	\$7,246.00
Al Raby High School 2014 Al Raby SiP		2014-46471-SIP							
Wight & Company	Company		\$13,304,000.00	80	\$120,775.09	\$13,424,775.09	0.91%		
Change Date	App Date	Change Order Descriptions	riptions				Reason Code 2692010		
06/18/14	06/23/14		l labor to environmenta	Provide material and labor to environmentally abate the discovered bird feces in the existing attic ductwork.	ie existing attic ductworl	نيد	Discovered Conditions	SU	\$1,629.92
05/19/14	06/25/14		I labor to make renoval	Provide material and labor to make renovations to room 211A and adjacent office room 211.	room 211.		School Request		\$56,648.36
Edward H White			-				Project Total	Total	\$58,278.28
2014 White SIP	7	2014-26431-SIP							
Friedler Constri	Construction Co	· o	\$3,398,800.00	-	(\$4,444.44)	\$3,394,355.56	-0.13%		
Change Date	App Date	Change Order Descriptions	zriptions				Reason Code 2680932		
06/11/14	06/18/14	The purpose of this versus manual flush	change order is to con valves. Since the nur	The purpose of this change order is to correct the plumbing schedule showing the proper number of automatic flush valves versus manual flush valves. Since the number of automatic flush valves are decreasing, this will be a credit to the Board.	e proper number of auto easing, this will be a cre	omatic flush valves edit to the Board.	Error - Architect		(\$4,444.44)
							Project Total	4 Total	(\$4 444.44)

Report M_CHANGE_09	
The following change orders have been approved and are being reported to the Board in amean.	

27				Y	August 2014					
Chicago Public Schools Capital Improvement Program	Schools nent Progra	Ę		These change	These change order approval cycles range from 08/01/14 to 06/30/14				Date: 7/	Date: 7/16/2014 Page: 9 of 9
				CHAN	CHANGE ORDER LOG				P	
School Vendor	Δ.	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Total Contract % of Amount Contract	Total % of Contract	Oracle PO Number	Board Rp	Board Rpt Number
Arthur Dixon School										
2014 Dixon BLR		2014-22971-BLR								
F.H. Pasc	F.H. Paschen, S.N. Nielsen & Assoc	lsen & Assoc	\$23,997.00	-	(\$1,463.80)	\$22.533.20 -6.10%	-6.10%			
Change Date	App Date	Change Date App Date Change Order Descriptions	ptions				Reason Code	Code		
								2651658		
06/05/14	06/11/14	06/11/14 Provide credit for unused contingency.	sed contingency.				Allowan	Allowance Credit	8	(\$1,463.80)
								Project Total		(C1 AR2 BD)

Total Change Orders for this Period \$1,522,581.42

#### 14-0827-PR10

# AUTHORIZE THE PRE-QUALIFICATION STATUS OF AND FIRST AND FINAL RENEWAL AGREEMENTS WITH TEN (10) VENDORS TO PROVIDE PROFESSIONAL AUDIT AND MANAGEMENT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first and final renewal of the pre-qualification status of and agreements with a pool of ten (10) vendors to provide professional audit and management services for Audit Services at an estimated annual cost of \$175,000 for the one year term. Written renewal agreements are currently being negotiated. No services shall be provided by and no payment shall be made to any vendor prior to execution of their renewal agreement. The pre-qualification status approved herein for each vendor shall automatically rescind in the event such vendor fails to execute the Board's renewal agreement within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 11-250052

#### **USER INFORMATION:**

#### Contact:

10430 - Department of Audit Services

125 S Clark St - 13th Floor

Chicago, IL 60603

Moody, Mr. Leonard Charles

773-553-1481

#### ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 12-0822-PR17) in the amount of \$2,000,000 were for a term commencing September 1, 2012 and ending August 31, 2014, with the Board having one (1) option to renew for a two (2) year term. 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, 2014 and ending August 31, 2015. There are no option periods remaining.

#### SCOPE OF SERVICES:

Each pre-qualified vendor shall provide those types of services identified in their agreement. User will send proposed statement(s) of work to all vendors 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;
- I. 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 vendors for the renewal term is estimated at \$175,000 for the one year term.

#### **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 Chief Procurement Officer to execute all ancillary documents required to administer or effectuate the option agreements.

#### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract 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:

Various Departments and Various Funds FY15 & FY16 \$175,000 Not to Exceed: \$175,000 Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

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4) Vendor # 89610 1) Vendor # 89952 CENDROWSKI CORPORATE ADVISORS, BAKER TILLY VIRCHOW KRAUSE, LLP LLC II 180 NORTH LASALLE ST., STE 2620 205 N. MICHIGAN AVE. 28TH FLR CHICAGO, IL 60601-5927 CHICAGO, IL 60601 John Rossi - john.ross@bakertilly.com James Martin - jpm@cendsel.com 866 717-1607 312 729-8000 630-990-0039 866-941-0004 Category: B,D,E,F,G,H,J,K,L,M,N,O Category: D,E,I,J,K,M,O 5) 2) Vendor # 97406 Vendor # 31413 **BENFORD BROWN & ASSOCIATES LLC** CLIFTONLARSONALLEN, LLP 8334 S. STONY ISLAND AVE. 1301 WEST 22ND STREET., STE 1100 OAK BROOK, IL 60523 CHICAGO, IL 60617 Kimi Ellen - kellen@benfordbrown.com Todd A. Sprang todd.sprang@cliftonlarsonallen.com 773 731-1300 630 573-8600 630-573-0798 Category: B,E,F,G,I, J,K,L,M,N,O Category: B,C,D,E,G,H,I,J,K,L,M,N,O 3) Vendor # 29230 6) Vendor # 91172 CATALYST CONSULTING GROUP, INC CROWE HORWATH LLP 211 W WACKER DRIVE, SUITE 450 70 WEST MADISON STREET., STE 700 CHICAGO, IL 60606 CHICAGO, IL 60602 Travis W. Bloomfield travis.bloomfield@catconsult.com Robert S. Dobis bob.dobis@crowenorwath.com 312 629-0750 312 899-5499 312-629-0751 312-899-5300 Category: A,C,D,E,F,G,H,I,J,K,L,M,N,O Category: B,C,D,E,F,G,H,I,J,K,L,M,N,O

7)

Vendor # 34148

Vendor # 29639

10)

GERARDO G. LIWANAG & ASSOC., CPA'S

VELMA BUTLER & CO., LTD.

236 WAUKEGAN ROAD

6 EAST MONROE, STE. 400

GLENVIEW, IL 60025

CHICAGO, IL 60603-0000

Gerardo Liwanag - gglassoc@msn.com

Velma Butler - vbande@aol.com

847 724-4331

312 419-1547

847-724-4418

312-419-1798

Category: B,E,F,I,J,L,M,N,O

Category: B,D,E,F,G,J,L,M,N,O

8)

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

9)

Vendor # 68985

RINGOLD FINANCIAL MANAGEMENT SERVICES, INC

850 SOUTH WABASH #320

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

Vice President Ruiz abstained on Board Report 14-0827-PR10.

# 14-0827-PR11

# AUTHORIZE A NEW AGREEMENT WITH GENESYS WORKS CHICAGO TO PROVIDE TECHNICAL SUPPORT SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Genesys Works Chicago to provide low cost technical support services to schools using CPS graduate interns at an estimated annual cost of \$225,000.00 for the one year term. 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 their written agreement. The authority granted herein shall automatically rescind in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator :

Solomon, Mr. Alex M / 773-553-2254

CPOR Number :

14-0805-CPOR-1639

#### VENDOR:

1) Vendor # 22440 GENESYS WORKS CHICAGO 333 WEST WACKER DRIVE, STE 1840 CHICAGO, IL 60606 Margaret Stuckey 312 496-3778

#### **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Mcphearson, Mr. Anthony Lavelle

773-553-1346

#### TERM:

The term of this agreement shall commence on September 1, 2014 and shall end August 31, 2015. This agreement shall have no options to renew.

#### **EARLY TERMINATION RIGHT:**

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

#### SCOPE OF SERVICES:

Vendor will place trained college interns in a supplemental technology support role in fifteen (15) schools. This pilot program is a potential solution and a low cost alternative to provide technology support in schools throughout the district. The service provides a nearly full-time technical presence on-site, as well as provides professional opportunities for local college students, all of whom are CPS alumni.

#### **DELIVERABLES:**

Vendor will provide CPS with trained interns who will work in fifteen (15) pilot schools to provide supplementary technology support services.

### OUTCOMES:

Vendor's services will result in a lower cost alternative for schools needing additional technology support. It will also provide professional opportunities for local college students, all of whom are CPS alumni.

### COMPENSATION:

Estimated annual cost for the one year term is as follows: \$225,000.00, FY15

# **REIMBURSABLE EXPENSES:**

None.

# **AUTHORIZATION:**

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

# AFFIRMATIVE ACTION:

Pursuant to 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:

Fund: Various Schools \$225,000.00, FY15

Not to exceed: \$225,000.00 FY 15

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 14-0827-PR12

# AUTHORIZE A NEW AGREEMENT WITH RICOH USA, INC TO PURCHASE MANAGED PRINT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Ricoh USA, Inc for the purchase of managed print services for schools at an estimated annual cost of \$3,000,000.00 for the one year term. The vendor was selected on a competitive basis pursuant to RFP #2000000264 issued by the County of Fairfax, VA as lead public agency for the U.S. Communities Government Purchasing Alliance. Subsequently, the vendor and the County of Fairfax, VA entered into a Master Agreement (Contract number 4400003732). The Board desires to purchase these services based upon that Master Agreement pursuant to Board Rule 7-2.7, which authorizes the Board to purchase non-biddable and biddable items through government purchasing cooperative contracts. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and no payment shall be made to Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator:

Solomon, Mr. Alex M / 773-553-2254

# VENDOR:

1) Vendor # 21832 RICOH USA, INC P.O. BOX 802815 CHICAGO, IL 60606 Kim Peck 800 807-1012 X 2774

# **USER INFORMATION:**

Project

Manager:

12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Mcphearson, Mr. Anthony Lavelle

773-553-1346

# TERM:

The term of this agreement shall commence on September 1, 2014 and shall end August 31, 2015. This agreement shall have no options to renew.

# **EARLY TERMINATION RIGHT:**

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

### **DESCRIPTION OF PURCHASE:**

CPS will conduct a pilot with schools for managed print services. The vendor will provide printing hardware, software, preventative maintenance, break/fix support, print consumables (except paper), as well as consultative services to provide a single, per page price for all of a school's needs.

#### **OUTCOMES:**

This agreement will be focused on improving user satisfaction at schools through proactive maintenance and service. It will also consolidate printing devices by mapping and optimizing each school environment. This model is expected to improve service at schools while reducing overall costs.

#### COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement. Estimated annual cost for the one year term is as follows: \$2,500,000.00, FY15 \$500,000.00. FY16

#### **AUTHORIZATION:**

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

#### **AFFIRMATIVE ACTION:**

This agreement was not assigned any MBE/WBE requirements, as it is based on an agreement with U.S. Communities, and was not advertised by the Board. While the agreement has no specific targets to meet, the awarded vendor has committed to utilizing MBE/WBE partners to fulfill a portion of these services.

Vendor has partnered with the following firms:

Global Capital, Ltd. 200 West Superior Chicago, IL 60654

KBS Computer Services 8056 186th Street Tinley Park, IL 60487

Advotek 148 Odgen Avenue Downers Grove, IL 60515

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Fund: Various Schools \$2,500,000.00, FY15 \$500,000.00, FY16 Not to exceed: \$3,000,000

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Vice President Ruiz abstained on Board Report 14-0827-PR12.

# 14-0827-PR13

### **FINAL**

#### **AUTHORIZE A NEW AGREEMENT WITH VION CORPORATION FOR DATA CENTER SERVICES**

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with VION Corporation to provide Data Center Services to the Department of Information Technology Services at an estimated annual cost set forth in the compensation section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind in the event their 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: 14-250015

Contract Administrator: Sinnema, Mr. Ethan Cedric / 773-553-3295

#### VENDOR:

1) Vendor # 52926 VION CORPORATION 196 VAN BUREN STREET, STE 300 HERNDON, VA 20170 Robert Bryar 571 353-6000

#### **USER INFORMATION:**

Project

Manager: 12510 - Information & Technology Services

125 South Clark Street - 3rd Floor

Chicago, IL 60603

Wagner, Mr. Edward Joseph

773-553-1281

# TERM:

The term of this agreement shall commence on September 1, 2014 and shall end December 31, 2019. This agreement shall have one (1) option to renew for a period of five (5) years.

# **EARLY TERMINATION RIGHT:**

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

# SCOPE OF SERVICES:

The vendor will provide services for the location of the Board's primary data center to a facility within fifty (50) miles of the City of Chicago. The facility will provide a secure dedicated cage that is approximately 1,100 square feet and will require approximately 250kW of power per month. The facility shall deliver technical space, power, cooling, fire protection, security and connectivity to ensure a fail-safe 24 by 7 computing site.

# DELIVERABLES:

- -The vendor will locate all equipment from the Board's current data center to their facility.
- -The vendor's facility shall provide a dedicated secure cage that is approximately 1,100 square feet and must be secured by a key card system. The cage will require approximately 250kW of power per month to feed up to 45 cabinets of server, network and storage equipment.
- -The vendor's facility shall provide space, power, cooling, fire protection, security and connectivity to ensure a fail-safe 24 by 7 computing site. This data center will serve as hot site with live production systems that run the Board's line of business applications such as Student Information, Gradebook, Oracle Financials, Enterprise Dashboard and the main public facing website.

# **OUTCOMES:**

- -The location of the Board's equipment in the current data center to the vendor's facility.
- -The vendor's facility will provide a higher level of security than the Board's current data center.
- -Annual maintenance costs (power, repairs, etc) will be lower in the vendor's facility compared to the Board's current data center.

#### **COMPENSATION:**

Vendor shall be paid per the agreement annually as specified below.

Estimated annual costs for the five year term are as follows:

\$1,650,000.00, FY15

\$1,100,000.00, FY16

\$1,100,000.00, FY17

\$1,100,000.00, FY18

\$1,100,000.00, FY19

\$550,000.00, FY20

# REIMBURSABLE EXPENSES:

None.

#### **AUTHORIZATION:**

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

#### **AFFIRMATIVE ACTION:**

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

The Vendor has scheduled the following participation:

Total MBE - 15% Level-1 Global Services 22 West Washington St., Suite 1500 Chicago, Illinois 60602

Total WBE - 5% Advantech Solutions 23405 South Arlington Heights Road Arlington Heights, Illinois 60005

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Funds: 115 and Capital Funds Information Technology Services, 12510 \$1,650,000.00, FY15 \$1,100,000.00, FY16 \$1,100,000.00, FY17 \$1,100,000.00, FY18 \$1,100,000.00, FY19 \$550,000.00, FY20 Not to exceed: \$6,600,000.00

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

#### 14-0827-PR14

# AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH BLUECROSS BLUESHIELD OF ILLINOIS, A DIVISION OF HEALTH CARE SERVICES CORPORATION, TO PROVIDE HMO HEALTHCARE ADMINISTRATION SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with BlueCross BlueShield of Illinois, a division of Health Care Services Corporation, to provide administrative services including network access, claims administration, medical management oversight, and a health maintenance organization for the Board's self-funded medical plan, to the Talent Office, at a total cost not to exceed \$5,974,353, not including payments for hospital, medical, physician, clinical, and other healthcare costs. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 11-250020

#### VENDOR:

1) Vendor # 36410
HEALTH CARE SERVICE CORPORATION
D/B/A BLUE CROSS BLUE SHIELD OF
ILLINOIS
300 E. RANDOLPH
CHICAGO, IL 60601
Cary Goldstein
312 653-4581

312-653-4475

# **USER INFORMATION:**

Project

Manager:

11010 - Talent Office

125 S Clark St - 2nd Floor

Chicago, IL 60603
Wolter, Mr. William R.

770 550 0007

773-553-3807

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 11-0928-PR13) in the amount of \$16,270,380 (with an amount of \$5,974,353.00 for the first renewal agreement and \$6,273,070.65 for the second renewal agreement) for a term commencing January 1, 2012 and ending December 31, 2014, with the Board having two (2) options to renew for periods of one (1) year each. BlueCross BlueShield of Illinois was selected on a competitive basis pursuant to Board Rule 7-2 (Specification No: 11-250020).

# **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing January 1, 2015 and ending December 31, 2015.

# **OPTION PERIODS REMAINING:**

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

# SCOPE OF SERVICES:

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

### **DELIVERABLES**

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

### OUTCOMES

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

### COMPENSATION

Vendor shall be paid in accordance with the renewal agreement, estimated amount cost as follows: FY15 and FY16: \$5,974,353.00

#### **AUTHORIZATION:**

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

#### AFFIRMATIVE ACTION:

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

The Vendor has identified and scheduled the following:

Total MBE - 35% A&R Janitorial 5234 West 25th Street Cicero, Illinois 60804

Sayers 40 825 Corporate Woods Parkway Vernon Hills, Illinois 60061

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

Total WBE - 5%

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

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL

Charge to all sundry units, all operating funds, sundry programs, hospital insurance (account 57305) FY15 and FY16: \$5,974,353.00 Not to Exceed: \$5,974,353.00

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 14-0827-PR14.

#### 14-0827-PR15

# AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH COGHLAN LAW LLC F/K/A COGHLAN KUKANKOS LLC TO PROVIDE SUBROGATION AND OTHER SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Coghlan Law LLC f/k/a Coghlan Kukankos LLC to provide Subrogation Claims Management and other services for the Board's self-funded medical insurance plan. Vendor will be paid on a contingency basis, plus reimbursable expenses. A written document exercising this option is currently being negotiated. No payment shall be made to Coghlan Law LLC during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 11-250012

#### VENDOR:

1) Vendor # 24950 COGHLAN LAW LLC 161 NORTH CLARK STREET., SUITE 1325 CHICAGO, IL 60601 Barbara J. Coghlan 312 357-9200

#### **USER INFORMATION:**

Project

Manager:

11010 - Talent Office

125 S Clark St - 2nd Floor

Chicago, IL 60603

Wolter, Mr. William R.

773-553-3807

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 11-1214-PR12) is for a term commencing January 1, 2012 and ending December 31, 2014, with the Board having two (2) options to renew for one (1) year terms. Vendor was selected on a competitive basis pursuant to Board Rule 7-2 (Specification Number: 11-250012).

# **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commercing January 1, 2015 and ending December 31, 2015.

# OPTION PERIODS REMAINING:

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

# SCOPE OF SERVICES:

Vendor will continue to provide the following subrogation services on behalf of the Board.

- Evaluate the subrogation potential of each claim based upon the information that is available from police reports, the statements of covered persons and witnesses, hospital records, insurance company or administrator claim files or other information.
- Make demand on third parties or their insurers or other persons who may be obligated to provide injury-related benefits coverage that is primary to coverage provided by the Plan.
- Negotiate with third parties and insurers or other responsible persons or related parties in an effort to settle claims on behalf of the Board.
- Collect subrogation-related payments due to Board, and negotiate subrogation related savings on behalf of the Board.
- Defend benefits actions brought against the Board and/or commence or monitor or intervene in litigation on behalf of the Board.
- Provide services necessary to supervise and support counsel retained to litigate subrogation-related actions with respect to covered persons in actions located in areas where vendor does not practice.
- When opportunities for class action settlements against prescription drug companies or other entities are available to the Board, complete and submit application for, and pursue, such recovery on behalf of the Board. Report and remit subrogation payments, report savings to the Board pursuant to procedures authorized by the Board.

### **DELIVERABLES:**

Vendor will provide quarterly reports indicating such information as may be requested by the Board including names, dates of services, and medical providers for which reimbursement has been received. Vendor shall maintain a database of subrogation related matters.

#### **OUTCOMES:**

Vendor's services will result in an efficient cost-effective administration of the Board's self-funded healthcare plan.

#### COMPENSATION:

Vendor shall be paid a contingency fee in the amount of 33.33% of the gross recoveries or savings, which gross recovery or savings was realized by the Board after the assignment of the injury claim to vendor, plus reimbursement for expenses as set forth in the written agreement.

#### 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 Talent Officer 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 granting a partial waiver of the MBE goal, as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, due to the contract being not further divisible. Despite the partial waiver, vendor will continue to work with the Office of Business Diversity to identify an MBE owned firm to participate on the contract.

The Vendor has identified the following:

Total WBE - 100% Coghlan Law, LLC 161 N. Clark Street, Suite 1325 Chicago, Illinois 60601 Attn: Barbara Coghlan

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to sundry units, all operating funds, sundry programs, hospital insurance (57305). Amounts collected under the written agreements will be deposited to the appropriate health care budget lines so that health care costs can be reduced.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

Ethics - The Board's Ethics Code adopted 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).

### 14-0827-PR16

# AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH UNITED BEHAVIORAL HEALTH TO PROVIDE MANAGEMENT AND ADMINISTRATIVE SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with United Behavioral Health, a California Corporation, to provide mental health, substance abuse, and counseling management and administrative services to the Talent Office at an estimated annual cost of \$1,248,108.00 for the one year term. A written document exercising this option is currently being negotiated. No payment shall be made to United Behavioral Health 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.

Specification Number: 11-250031

#### VENDOR:

1) Vendor # 12796 UNITED BEHAVIORAL HEALTH 425 MARKET ST., 27TH FL. SAN FRANCISCO, CA 94105 J.W. Kenyon 847 585-4874

847 585-4874

# **USER INFORMATION:**

Project

Manager:

11010 - Talent Office

125 S Clark St - 2nd Floor

Chicago, IL 60603

Wolter, Mr. William R.

773-553-3807

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 11-1214-PR14) in the amount of \$3,599,398.00 is for a term commencing January 1, 2012 and ending December 31, 2014, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing January 1, 2015 and ending December 31, 2015.

# **OPTION PERIODS REMAINING:**

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

#### SCOPE OF SERVICES:

United Behavioral health (UBH) will continue to provide mental health, substance abuse, and counseling management and administration services and access to a network of mental health and counseling providers.

### **DELIVERABLES:**

UBH will provide access to a network of mental health, substance abuse, and counseling providers to CPS and Board employees. UBH will provide management and administrative services for mental health, substance abuse, and counseling benefits including a call center, referrals to network providers, utilization review and management services, and monthly experience reports.

### **OUTCOMES:**

UBH'S services will result in comprehensive and affordable mental health, substance abuse, and counseling coverage through an established provider network for the Board's self-funded medical plan.

# COMPENSATION:

Vendor shall be paid in accordance with the prices contained in the agreement. Estimated annual costs are:

FY15: \$624,054.00 FY16: \$624,054.00

# 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 President and Secretary to execute all ancillary documents required to administer or effectuate this option agreement.

# **AFFIRMATIVE ACTION:**

The M/WBE goals for this agreement would include: 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity has granted a partial waiver of these MBE/WBE goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, due to the scope of services being Not Further Divisible.

The Vendor has identified the following participation:

Total MBE 1.0% Creative Printing Services 1701 Birchwood Ave. Des Plaines, IL 60018 Attn: Darrel McNeal

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to sundry units, all operating funds, sundry programs, hospital insurance (account 57305) funding is contingent upon budget appropriation and approval.

FY15: \$624,054.00 FY16: \$624,054.00

Not to Exceed the sum of \$1,248,108.00

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 14-0827-PR16.

#### 14-0827-PR17

AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH UNITED HEALTHCARE SERVICES, INC. TO PROVIDE HMO (EXCLUSIVE PROVIDER ORGANIZATION) ADMINISTRATIVE SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with United HealthCare Services, Inc. to provide administrative services including network access, claims administration, utilization review, medical management oversight, and an HMO (exclusive provider organization) for the Board's self-funded health plan, to the Talent Office at an estimated annual cost of \$1,551,879.00 for the one year term. This does not include payments for hospital, medical, physician, clinical, and other healthcare costs. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 11-250020

# **VENDOR:**

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

# **USER INFORMATION:**

Project

Manager:

11010 - Talent Office

125 S Clark St - 2nd Floor

Chicago, IL 60603

Wolter, Mr. William R.

773-553-3870

#### ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 11-0928-PR14) in the amount of \$4,226,460.00 is for a term commencing January 1, 2012 and ending December 31, 2014, with the Board having two (2) renewal options for one (1) year terms. The not to exceed cost is \$1,551,879.00 for the first option and \$1,629,472.95 for the second option. United HealthCare Services was selected on a competitive basis pursuant to Board Rule 7-2 (Specification No: 11-250020).

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing January 1, 2015 and ending December 31, 2015.

# **OPTION PERIODS REMAINING:**

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

#### SCOPE OF SERVICES:

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

#### **DELIVERABLES:**

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

#### **OUTCOMES:**

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

# **COMPENSATION:**

Vendor shall be paid in accordance with the renewal agreement, estimated amount cost as follows: FY15 and FY16 \$1,551,879.00.

#### AUTHORIZATION:

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

# AFFIRMATIVE ACTION:

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

The Vendor has identified and scheduled the following:

# Total MBE - 25%

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

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

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

# Total WBE - 5%

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

### LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Charge to sundry units, all operating funds, sundry programs, hospital Insurance (Account 57305) FY 2015: \$775,939.50 FY 2016: \$775,939.50 Not to Exceed: \$1,551,879.00.

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 14-0827-PR17.

# 14-0827-PR18

AUTHORIZE THE SECOND AND FINAL RENEWAL AGREEMENT WITH BENEFIT EXPRESS SERVICES, LLC FOR FLEXIBLE SPENDING ACCOUNT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the second and final renewal agreement with Benefit Express Services, LLC to provide Flexible Spending Account (FSA) administrative services to the Talent Office at an estimated annual cost of \$230,000 for the renewal term. A written document exercising this option is currently being negotiated. No payment shall be made to Benefit Express Services, LLC during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

CPOR Number: 11-0610-CPOR-1449

# VENDOR:

1) Vendor # 97130 BENEFIT EXPRESS SERVICES, LLC 220 WEST CAMPUS DRIVE ARLINGTON HEIGHTS, IL 60004 Maria Bradly 847 637-1551

# **USER INFORMATION:**

Project

Manager:

11010 - Talent Office

125 S Clark St - 2nd Floor

Chicago, IL 60603

Wolter, Mr. William R.

773-553-3870

# ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 11-0622-PR34 as amended by 13-0828-PR15) in the amount of \$249,000.00 is for a term commencing January 1, 2012 and ending September 30, 2013, with the Board having two (2) options to renew for periods of one (1) year each at a cost of \$191,000 and \$209,000 respectively. Authorization to revise the compensation amount for the second renewal is included in this August 2014 Board Report. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 and approved by CPOR 11-0610-CPOR1449. The original Agreement was renewed (authorized by Board Report 13-0828-PR15) in the amount of \$191,000 for a term commencing October 1, 2013 and ending September 30, 2014.

#### OPTION PERIOD:

The term of this agreement is being renewed for a period commencing October 1, 2014 and ending December 31, 2015, to coincide with the calendar year.

#### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

#### SCOPE OF SERVICES:

Vendor will continue to provide flexible spending account services, including medical FSA and dependent care FSA administration, claims reimbursement, and debit cards for CPS and Board employees that elect FSA.

#### DELIVERABLES:

Vendor will continue to deliver FSA administrative services and provide periodic reports on FSA activity.

#### OUTCOMES

Vendor's services will continue to result in high quality and cost effective administration of the CPS FSA benefit.

#### COMPENSATION:

Vendor shall be paid in accordance with the renewal agreement, estimated amount cost as follows: FY15 and FY16 \$230,000.

#### **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 Talent 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 partial waiver of the MBE goal, as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted as the scope of services is not further divisible. The certified WBE Prime Vendor will self perform these services:

# Total WBE - 100%

Benefit Express Services, LLC 220 West Campus Drive Arlington Heights, IL 60004 Contact: Mana Bradley

# LSC REVIEW:

Local School Council approval is not applicable to this report.

### **FINANCIAL**

Charge to the Talent Office, Unit 11010, Fund 115: FY15 and FY16 \$230,000.00. Not to Exceed: \$230,000.00

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).

#### 14-0827-PR19

# AUTHORIZE SECOND AND FINAL RENEWAL AGREEMENT WITH GREAT-WEST LIFE AND ANNUITY INSURANCE COMPANY AND WELLS FARGO BANK N.A. FOR DEFINED CONTRIBUTION RETIREMENT SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize second and final renewal agreements with Great-West Life and Annuity Insurance Company to provide defined contribution retirement services and Wells Fargo Bank N.A. for trust and custodian services at no cost to the Board. Written documents exercising this option are currently being negotiated. The authority granted herein shall automatically rescind as to each vendor in the event their document is not executed within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 08-250028

#### VENDOR:

Vendor # 10530
 WELLS FARGO BANK N.A.
 1740 BROADWAY, MAC #C7300-105
 DENVER, CO 80274
 Andrea Stellish
 303 863-4825

Andrea.L.Stellish@Wellsfargo.Com

2) Vendor # 69802 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY 8515 EAST ORCHARD RD. GREENWOOD VILLAGE, CO 80111 Vanessa Coakley 269 823-4020

Vanessa.Coakley@Gwrs.Com

# **USER INFORMATION:**

Project

Manager:

11010 - Talent Office

125 S Clark St - 2nd Floor

Chicago, IL 60603

Wolter, Mr. William R.

773-553-3807

# ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 10-0127-PR17 as amended by 10-1027-PR17) are for a term commencing on the date of execution and ending on December 31, 2013 with the Board having two (2) options to renew each agreement for a one (1) year term. The original Agreements were awarded on a competitive basis pursuant to Board Rule 7-2 (Specification Number. 08-250028). The first renewal agreements (authorized by Board Report 13-1023-PR12) are for a term commencing January 1, 2014 and ending December 31, 2014.

# **OPTION PERIOD:**

The term of the agreements are being renewed for one (1) year commencing January 1, 2015 and ending December 31, 2015.

# **OPTION PERIODS REMAINING:**

There are no option periods remaining.

# **SCOPE OF SERVICES:**

Great-West shall continue to provide comprehensive defined contribution retirement services regarding the Board sponsored 403(b) and 457 plans which includes defined contribution retirement plan recordkeeping and administrative services; participant communication; participant education; participant services; access to website and website services; and trust and custodian services. Wells Fargo shall provide trustee and custodian services.

#### DELIVERABLES:

Great-West Life and Annuity shall continue to provide periodic reports related to the programs activities including enrollment, vendor performance, investment performance, participant education and participant services. Great-West Life and Annuity shall continue to provide communication materials, conduct education seminars and provide training materials for Chicago Public Schools employees. Wells Fargo shall continue to provide trustee and custodian services.

#### **OUTCOMES:**

Vendors' services will result in a program that provides quality retirement plan administrative services and participant education and a quality platform for offering investment in the Board sponsored 403(b) and 457 defined contribution retirement plans.

#### COMPENSATION:

Vendors shall be paid through charges to the accounts of plan participants, with no cost to the Board. The cost and fee structures shall be as specified in the original agreements which guaranteed pricing for the renewal periods.

#### **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 Chief Talent Officer to execute all ancillary documents required to administer or effectuate this option.

#### AFFIRMATIVE ACTION:

Not Applicable.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Vendors shall be paid through service fee deductions from the investment accounts of participating Chicago Public Schools employees, at no cost to the Board.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

Vice President Ruiz abstained on Board Report 14-0827-PR19.

Board Member Dr. Bienen abstained on Board Report 14-0827-PR19.

# 14-0827-PR20

# AUTHORIZE THE SECOND AND FINAL RENEWAL AGREEMENT WITH WILLIS OF ILLINOIS, INC FOR CONSULTING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the second and final renewal agreement with Willis of İllinois, Inc. to provide employee benefits consulting services to the Talent Office at no cost to the Board. Vendor is authorized to receive commissions directly from CPS benefits carriers with the total commissions paid to the Vendor not to exceed \$270,000 during the second renewal period. Commission is based on negotiated administrative fees and insurance rates with vendors. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed prior to February 25, 2015. Information pertinent to this option is stated below.

Specification Number: 12-250056

#### **VENDOR:**

1) Vendor # 98715
WILLIS OF ILLINOIS, INC
233 S. WACKER DRIVE., STE 2000
CHICAGO, IL 60606
Brian Stratton
312 288-7070

# **USER INFORMATION:**

Project

Manager:

11010 - Talent Office

125 S Clark St - 2nd Floor

Chicago, IL 60603

Wolter, Mr. William R.

773-553-3807

#### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 13-0227-PR19) in the amount of \$150,000.00 is for a term commencing March 1, 2013 and ending February 28, 2014, with the Board having two (2) options to renew for one (1) year terms. The first renewal agreement (executed under the delegation of authority to the Chief Procurement Officer) is for a term commencing March 1, 2014 and ending February 28, 2015. The Vendor was selected on a competitive basis pursuant to Board Rule 7-2.

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing March 1, 2015 and ending February 28, 2016.

#### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

### **SCOPE OF SERVICES:**

Vendor will continue to provide comprehensive health and welfare benefits plan consulting as follows:

- \* Provide research, benchmarking, data analysis, expense and contributions projections, evaluation, and design recommendations for total rewards and benefits offerings.
- \* Advise and consult with the Board throughout the benefits vendor selection process including assisting in drafting of RFP content, evaluating proposals, estimating all applicable proposer costs, and negotiating fees and other relevant terms.
- \* Provide contract renewal and negotiation services of the Board's current benefit plans vendors.
- \* Advise and assist in reviewing contracts, plan documents, insurance policies, and other documents for applicability, accuracy, and consistency.
- \* Monitor compliance of benefit plans with applicable laws and regulations and recommend changes and enhancements to comply with all applicable laws and regulations.
- \* Provide a quarterly plan funding analysis.
- \* Provide subject matter expertise in drafting total rewards communications materials.
- \* Participate in monthly Labor Management Cooperation Committee meetings.
- \* Participate in audits of benefits vendors and internal benefits plan audits.

# **DELIVERABLES:**

Vendor will deliver the services noted in the Scope of Services and provide monthly reports including a healthcare dashboard report, activity logs, and ad-hoc reporting as requested.

### OUTCOMES:

Vendor services will result in benefits plan savings for CPS and professional oversight and monitoring of total rewards benefits programs.

# **COMPENSATION:**

Vendor is authorized to receive commissions directly from CPS benefits carriers with the total annual commissions paid to the Vendor during this second option period estimated to be \$270,000.00.

#### **AUTHORIZATION:**

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

#### **AFFIRMATIVE ACTION:**

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

# LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Not applicable. Services provided at no cost to the Board.

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

Vice President Ruiz abstained on Board Report 14-0827-PR20.

# 14-0827-PR21

AUTHORIZE THIRD RENEWAL AGREEMENT WITH R.V. KUHNS AND ASSOCIATES, INC. FOR RETIREMENT SAVINGS PLAN CONSULTING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize third renewal agreement with R.V. Kuhns & Associates, Inc. for retirement savings plan consulting services to the Talent Office at an estimated annual cost of \$145,000.00. Vendor consulting fees are paid through supplemental retirement plan assets at no cost to the Board. A written document exercising this option is currently being negotiated. No payment shall be made to R.V. Kuhns & Associates, 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.

CPOR Number: 11-0701-CPOR-1456

# VENDOR:

Vendor # 81262
 R.V. KUHNS & ASSOCIATES, INC
 111 SW NAITO PARKWAY
 PORTLAND, OR 97204-3512
 Anthony K. Johnson
 503 221-4200

#### **USER INFORMATION:**

Project

Manager: 1

11010 - Talent Office

125 S Clark St - 2nd Floor

Chicago, IL 60603

Wolter, Mr. William R.

773-553-3807

#### ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 11-0824-PR13) in the amount of \$145,000.00 was for a term commencing October 1, 2011 and ending September 30, 2012, with the Board having four (4) options to renew for twelve month terms. The first renewal agreement was authorized by Board Report 12-0425-PR18 in the amount of \$145,000.00 for a term commencing October 1, 2012 and ending September 30, 2013. The second renewal agreement was authorized by Board Report 13-1023-PR14 in the amount of \$145,000.00 for a term commencing October 1, 2013 and ending September 30, 2014. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 (#11-0701-CPOR-1456).

#### **OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing October 1, 2014 and ending September 30, 2015.

#### OPTION PERIODS REMAINING:

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

# **SCOPE OF SERVICES:**

Vendor will continue to provide the following services:

- Perform quarterly evaluations of investment funds offered within the Board's 403(B) and 457 retirement plans:
- Identify issues related to the investment governance of the funds and make recommendations as needed to ensure appropriate practices have been adopted and are effective;
- Examine the appropriateness of the investment benchmarks used to assess the funds' investment performance, measure their quality and describe their strengths and weaknesses;
- Perform specialized studies of specific investment matters as they may be requested;
- Assist the Board in fulfilling fiduciary responsibilities with proper oversight, governance and monitoring of investment funds:
- Provide insight into and detailed investment analysis on investment managers in publicly traded asset classes, and affirm the process used to retain and terminate investment managers; and
- Provide recommendations on investment related issues, including but not limited to, providing recommendations as to the selection of investment funds

# DELIVERABLES:

Vendor will continue to provide financial analysis of the retirement savings plan, advise the Board regarding compliance with IRS regulations, review vendor contracts and program related documents for compliance with program provisions and IRS regulations, provide recommendations on how to enhance the 403(b) and 457 plans, and make recommendations on investment related issues, including but not limited to, recommendations as to the selection of investment funds.

### OUTCOMES:

Vendor's services will result in effective retirement savings for participating Chicago Public Schools employees.

# **COMPENSATION:**

Vendor shall be paid during the third renewal agreement as follows: as monthly invoices are submitted and in accordance with the written agreement; estimated annual cost for the one year term is set forth below:

\$145,000.00, FY15

# **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 Talent Officer to execute all ancillary documents required to administer or effectuate this option agreement.

# AFFIRMATIVE ACTION:

The MWBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the waiver Review Committee recommends a waiver of the goals required by the Remedial Program Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due to the scope of services being not further divisible.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL

Vendor consulting fees are paid through supplemental retirement plan assets at no cost to the Board.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 14-0827-PR22

# AUTHORIZE AGREEMENT EXTENSIONS WITH FOUR VENDORS FOR DEFINED CONTRIBUTION RETIREMENT SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize agreement extensions with four vendors to provide defined contribution retirement services to Chicago Public Schools employees, at no cost to the Board. This includes the agreement extension with Reliance Trust Company as Custodian. Vendors will continue to provide investment management, administration and recordkeeping for group fixed annuities, variable annuities and institutional mutual funds. Written documents extending the agreements are currently being negotiated. The authority granted herein shall automatically rescind as to each vendor in the event their written extension agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this extension is stated below.

As background, the Board originally had separate agreements with CitiStreet Associates, LLC and Metropolitan Life Insurance Company for these services. CitiStreet Associates, LLC later changed its name to Met Life Associates, LLC and subsequently assigned its contract with the Board to Metropolitan Life Insurance Company. At this time all services have been subsumed into one contract with Metropolitan Life Insurance Company.

Specification Number: 01-250230

# **USER INFORMATION:**

Project

Manager:

11010 - Talent Office

125 S Clark St - 2nd Floor

Chicago, IL 60603

Wolter, Mr. William R.

773-553-3807

# **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 02-0123-PR31 as amended by Board Resolution 02-1120-RS06 and Board Report 05-0824-PR11) were for a term commencing April 1, 2002 and ending April 1, 2005, with the Board having one option to renew for an additional period of twenty-four (24) months. The written agreements were renewed for a term commencing April 1, 2005 and ending April 1, 2007 (authorized by Board Report 05-0323-PR14). The Agreements were then amended (authorized by

Board Report 07-0228-PR12) to extend the end date to December 31, 2007, and thereafter amended (authorized by Board Report 07-1024-PR21) to extend the end date to December 31, 2008, with the exception of Prudential Retirement Services. The remaining Agreements were then amended (authorized by Board Report 08-0827-PR24) to extend the end date to December 31, 2009. This Board Report was then amended pursuant to Board Report No. 09-0128-PR16 to reflect the name change of CitiStreet Associates, LLC to MetLife Associates, LLC and also correct the erroneous deletion of Reliance Trust Company, as custodian. The agreements were then amended (authorized by Board Report 09-1216-PR26) to extend the end date to December 31, 2010. The Agreements were then amended (authorized by Board Report 10-1117-PR20) to extend the end date to December 31, 2011, except for the agreements with Prudential, Horace Mann, and Hartford. The remaining Agreements were then amended (authorized by Board Report No. 10-1117-PR20) to extend the end date to December 31, 2013. The Agreements were then further extended (authorized by Board Report 13-1023-PR15) for a term commencing January 1, 2014 and ending December 31, 2014. The original Agreements were awarded on a competitive basis pursuant to a duly advertised RFP.

#### **OPTION PERIOD:**

The term of this agreement is being extended for one (1) year commencing January 1, 2015 and ending December 31, 2015.

#### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

#### SCOPE OF SERVICES:

Vendors shall continue to provide comprehensive defined contribution retirement services which include:

- Management of investment options (either proprietary, non-proprietary or a combination)
- Participant Communication
- Administration/Recordkeeping
- Participant Education

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

#### **DELIVERABLES:**

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

#### **OUTCOMES:**

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

# COMPENSATION:

Vendors shall be paid during this extension period through voluntary deductions for participating Board employees, with no cost to the Board.

### **AUTHORIZATION**

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

### AFFIRMATIVE ACTION

Pursuant to section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, these agreements are exempt from MBE/WBE review because they are unique transactions that come at no cost to the Board.

### LSC REVIEW:

Local School Council approval is not applicable to this report.

## FINANCIAL:

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

CFDA#:

Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

1)

Vendor # 91417
ING LIFE INSURANCE AND ANNUNITY
COMPANY
ONE ORANGE WAY
WINDSOR, CT 06095
Laurie Lombardo, Product Director
860 580-1649

2)

Vendor # 23624

VARIABLE ANNUITY LIFE INSURANCE

COMPANY, THE

2929 ALLEN PARKWAY, STE L6-30

HOUSTON, TX 77019

Mike Gifford, VP

713 831-4070

3)

Vendor # 34986

METROPOLITAN LIFE INSURANCE CO.

400 ATRIUM DR.

SOMERSET, NJ 08873

Thomas Hogan, Senior VP

732 652-1346

4) Vendor # 94559

RELIANCE TRUST COMPANY

1100 ABERNATHY RD., STE 400

ATLANTA, GA 30328

Marsha L. Petzel

678 274-1787

Custodian

# Vice President Ruiz abstained on Board Report 14-0827-PR22.

# 14-0827-PR23

# AUTHORIZE A NEW AGREEMENT WITH CAREMARK PCS HEALTH LLC FOR PHARMACY BENEFIT MANAGEMENT (PBM) SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Caremark PCS Health LLC to provide pharmacy benefits management (PBM) and other services to the Talent Office for the Board's medical plan at estimated annual costs detailed in the Compensation Section of this report for the three year term. 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.

#### VENDOR:

Vendor # 96371 CAREMARKPCS HEALTH LLC 2211 SANDERS RD. NORTHBROOK, IL 60062 Jim Hogan 847 559-5792

#### **USER INFORMATION:**

Project

Manager:

11010 - Talent Office

125 S Clark St - 2nd Floor

Chicago, IL 60603

Wolter, Mr. William R.

773-553-3807

#### TERM:

The term of this agreement shall commence on January 1, 2015 and shall end December 31, 2017. This agreement shall have two (2) options to renew for periods of one (1) year each.

#### **EARLY TERMINATION RIGHT:**

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

#### SCOPE OF SERVICES:

Vendor will provide pharmacy benefits management and other services for the Board's medical plan(s) for employees, providing cost-effective access to prescription drugs by Board employees and their eligible dependents enrolled in the plan, and other ancillary programs. Services shall include:

- Prospective, concurrent and retrospective review to identify, prevent and/or reduce medically or procedurally inappropriate dispensing activity.

  - Professional consulting services to the Board about employees' prescription drug benefits to ensure
- compliance with all laws and provide advice regarding design and communication.
- Establishment, maintenance and control of network of fully licensed and insured retail pharmacies available to provide prescription drugs.
- Designation and provision of mail-order pharmacy as the network mail order pharmacy able to dispense maintenance medications.

# **DELIVERABLES:**

Consultant will provide access to discounted pharmaceutical networks, provide claims adjudication and administrative services for the self-insured prescription drug program of the medical plan, and ancillary programs.

Consultant's services will result in savings for the self-insured program through negotiated discounts and rebates from pharmacy manufacturers, quarterly reports on savings and claims activity at the pharmacy level, and advice to the Board on latest drug trends.

# COMPENSATION:

Vendor shall be paid in accordance with the prices contained in the agreement. Estimated annual costs for the three year term are as follows:

FY15: \$38,000,000 FY16: \$79,500,000 FY17: \$87,000,000 FY18: \$45,500,000

# **REIMBURSABLE EXPENSES:**

None.

# **AUTHORIZATION:**

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

# AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this contract are: 35% total MBE and 15% total WBE participation.

The Vendor has identified the following:

Total MBE - 35%

Angel Flight Marketing 679 N. Milwaukee Chicago, IL 60622 Contact: Gabriel Mitchell

Computer Resource Solutions 1 Pierce Place, Suite 325W Itasca, IL 60143 Contact: Michael Gains

The Global Resource Group 155 N. Michigan Ave., Suite 700 Chicago, IL 60601 Contact: Jared Bobo

Planned Packaging of Illinois 8940 W. 192nd Street, Suite #1 Mokena, 1L 60445 Contact: Jason Robertson

Risk Management Solutions 208 S. LaSalle Street, Suite 1410 Chicago, IL 60604 Contact: Bennie Jones

South Side Silc 306 Dogwood Place Park Forest, IL 60466 Contact: Alfredo Gordillo

Systems Unlimited 1350 W. Bryn Mawr Itasca, IL 60143 Contact: Russell Omuro

Total WBE - 15% Arem Container & Supply 6153 W. Mulford St. Niles, IL 60714 Contact: Rosalind Schwartz

Arrow Messenger Services 1322 W. Walton St. Chicago, IL 60622 Contact: Phyllis Apelbaum

Consolidated Printing 5942 N. Northwest Highway Chicago, IL 60631 Contact: Marilyn Jones

DDI Printing 7830 Quincy Street Willowbrook, IL 60521 Contact: Darmi Parikh

In-A-Bind Assembly 35 Chancellor Drive Roselle, IL 60172 Contact: Michelle Greco

Research Explorers 1111 New Trier Court Wilmette, IL 60091 Contact: Lisa McDonald

### LSC REVIEW

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 115

Talent Office, 11010 FY15: \$38,000,000 FY16: \$79,500,000 FY17: \$87,000,000

FY18: \$45,500,000 Not to exceed the sum of: \$250,000,000

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

Vice President Ruiz abstained on Board Report 14-0827-PR23.

President Vitale indicated that if there were no objections, Board Reports 14-0827-EX1, 14-0827-EX2, and 14-0827-PR1 through 14-0827-PR23, 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 14-0827-EX1, 14-0827-EX2, and 14-0827-PR1 through 14-0827-PR23 adopted.

14-0827-EX3

Scott Grens

**FINAL** 

# REPORT ON PRINCIPAL CONTRACTS (NEW)

# 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 Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract # 09-0722-EX5.

**DESCRIPTION:** Recognize the selection by the local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

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

NAME FROM TO

Acting Principal Contract Principal
Lake View H.S. Lake View H.S.
Network: 2
P.N. 119406

Commencing: July 1, 2014 Ending: June 30, 2018 Suzanne Mazenis-Luzzi

Interim Principal Jungman

Contract Principal Jungman

Network: 7 P.N. 116242

Commencing: July 1, 2014 Ending: June 30, 2018

Stephen Parker

Interim Principal

Ruggles

Ruggles Network: 12 P.N. 122758

Contract Principal

Commencing: July 1, 2014 Ending: June 30, 2018

Kenya Sadler

Interim Principal W. Brown

Contract Principal W. Brown

Network: OS4 P.N. 127467

Commencing: May 27, 2014 Ending: May 26, 2018

Jose Torres

Contract Principal Marsh

Contract Principal North River

Network: 1 P.N. 140495

Commencing: July 1, 2014 Ending: June 30, 2018

Pilar Vazquez-Vialva

Contract Principal Roosevelt H.S.

Contract Principal

Roosevelt H.S. Network: 1 P.N. 112816

Commencing: July 1, 2014 Ending: June 30, 2018

D'Andre Weaver

Interim Principal Brooks H.S.

Contract Principal Brooks H.S.

Network: 13 P.N. 125933

Commencing: July 24, 2014 Ending: July 23, 2018

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

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

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2014-2015 school budget.

# 14-0827-EX4

# **FINAL**

# REPORT ON PRINCIPAL CONTRACTS (RENEWAL)

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of the contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract # 09-0722-EX5.

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The RENEWAL contracts commence on the date specified in the contract and terminates on the date specified in the contract.

**NAME** 

**FROM** 

<u>TO</u>

Evelyn Roman

Contract Principal Logandale

Contract Principal Logandale Network: 4

P.N. 115228

Commencing: January 27, 2015 Ending: January 26, 2019

Melody Seaton

Contract Principal Owens

Owens

Contract Principal

Network: 13 P.N. 117354

Commencing: November 6, 2014

Ending: November 5, 2018

Commencing: February 16, 2015 Ending: February 15, 2019

Jerry Travios

Contract Principal

Smyser

Contract Principal Smyser

Network: 1

P.N. 118138

Commencing: February 23, 2015 Ending: February 22, 2019

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

#### AFFIRMATIVE ACTION STATUS: None.

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

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2014-2015 school budgets.

# 14-0827-AR1

# REPORT ON BOARD REPORT RESCISSIONS

# THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- I. Extend the rescission dates contained in the following Board Reports to October 22, 2014 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. 10-0127-OP1: Amend Board Report 08-0625-OP8: Approve Entering into an Intergovernmental Agreement with the Chicago Park District for the Lease of Land and the Use of Certain Athletic Facilities to be Constructed as Part of the New Lee-Pasteur Area School,

User Group: Office of Real Estate

Services: Lease Agreement

Additional Action: This matter was inadvertently omitted from the November 14, 2012, January 23, 2013, April 3, 2013, May 22, 2013, July 24, 2013, September 25, 2013, November 20, 2013, January 22, 2014, March 26, 2014, May 28, 2014 and July 23, 2014 rescission reports. The extension of the rescission date is ratified to take effect as of those dates, thereby extending the rescission date to September 24, 2014.

2. 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

3. 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

4. 13-0227-EX8: Approve the Renewal of the Charter School Agreement with North Lawndale College Preparatory Charter High School.

Services: Charter School

User Group: Office of New Schools

Status: In negotiations

5. 13-0724-OP4: Approve New Lease Agreement with Montessori School of Englewood Charter

for a Portion of O'Toole Elementary, Located at 6550 South Seeley Avenue.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

6. 13-0724-OP5: Approve New Lease Agreement with Noble Network of Charter Schools for

Portion of Bowen High School, Located at 2710 East 89th Street.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

7. 13-0724-OP6: Approve New Lease Agreement with Noble Network of Charter Schools for

Portion of Corliss High School, 821 East 103rd Street.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

8. 13-0724-OP7: Approve New Lease Agreement with Noble Network of Charter Schools for

Portion of Revere School Building, Located at 1010 E. 72<sup>nd</sup> Street.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

9. 13-0925-PR13: Authorize New Agreement with Health Care Service Corporation d/b/a Blue

Cross Blue Shield of Illinois for (PPO) Medical Plan Services.

Services: PPO Medical Plan Services User Group: Office of Human Capital

Status: In negotiations

10. 13-0925-PR15: Authorize New Agreement with Eyemed Vision Care for Vision Insurance.

Services: Vision Services

User Group: Office of Human Capital

Status: In negotiations

11. 13-0925-PR17: Authorize New Agreement with Telligen Health Management Solutions, Inc.

for Healthcare Utilization and Case Management Services.

Services: Case Management Services User Group: Office of Human Capital

Status: In negotiations

12. 13-0925-PR18: Authorize New Agreement with United Healthcare Services, Inc. for PPO

Medical Plan Services.

Services: PPO Medical Plan Services User Group: Office of Human Capital

Status: In negotiations

13. 14-0226-EX3: Amend Board Report 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.

Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

14. 14-0226-EX5: Amend Board Report 13-0626-EX4: Approve The Granting of a Charter and Entering into a Charter School Agreement with Frazier Academy Design Team, Inc., an Illinois

Not-For-Profit Corporation. Services: Charter School

User Group: Office of Innovation and Incubation

Status: In negotiations

15. 14-0423-EX12: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Dvorak

Technology Academy School. Services: Turnaround Services User Group: Office of Network Support

Status: In negotiations

 16. 14-0423-EX14: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Walter Q.

Gresham Elementary School Services: Turnaround Services User Group: Office of Network Support

Status: In negotiations

17. 14-0423-EX16: Approve Entering into a School Management Consulting Agreement with the Academy for Urban School Leadership to Provide School Turnaround Services at Ronald E.

McNair Élementary School Services: Turnaround Services User Group: Office of Network Support

Status: In negotiations

18. 14-0528-PR11: Amend Board Report 13-1120-PR8: Authorize First Renewal Agreement with AT and T Mobility National Accounts, LLC for Cellular Services, Applications, Equipment,

Accessories and Support Services. Services: Cellular Services & Support

User Group: Information & Technology Services

Status: In negotiations

19. 14-0528-PR16: Amend Board Report 13-1218-PR11: Authorize New Agreement with AT&T,

Corp. for the Purchase of Telecommunications Voice and Data Services.

Services: Voice and Data Services

User Group: Information & Technology Services

Status: In negotiations

20. 14-0528-PR26: Amend Board Report 13-0626-PR41: Approve Exercising the First Option to Renew the Agreement with Various Vendors to Provide Safe Passage Services for Designated Neighborhoods.

Services: Safe Passage Services
User Group: School Safety and Security

Status: 7 of 10 agreements are fully executed; the remaining agreements are in negotiations.

21. 14-0528-PR28: Amend Board Report 14-0122-PR14: Authorize First Renewal of Pre-Qualification Status of and Entering into Agreements with Enterprise FM Trust and Ryder Truck Rental. Inc. to Provide Leased Vehicles.

Services: Leases Vehicles

User Group: Student Transportation

Status: In negotiations

22. 14-0528-PR30: Authorize Extending the Agreement with Teach for America.

Services: Teacher Referral Services

User Group: Talent Office Status: In negotiations

President Vitale thereupon declared Board Reports 14-0827-EX3, 14-0827-EX4, and 14-0827-AR1 accepted.

# **OMNIBUS**

At the Regular Board Meeting held on August 27, 2014 the foregoing motions, reports and other actions set forth from number 14-0827-MO1 through 14-0827-MO5 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

President Vitale abstained on Board Report 14-0827-EX2.

Vice President Ruiz abstained on Board Reports 14-0827-AR8, 14-0827-RS4, 14-0827-RS5, 14-0827-RS6, 14-0827-OP1, 14-0827-PR5, 14-0827-PR8, 14-0827-PR10, 14-0827-PR12, 14-0827-PR14, 14-0827-PR16, 14-0827-PR17, 14-0827-PR19, 14-0827-PR20, 14-0827-PR22, and 14-0827-PR23.

Board Member Dr. Bienen abstained on Board Report 14-0827-PR19.

Board Member Dr. Hines abstained on Board Report 14-0827-AR8.

Board Member Ms. Quazzo abstained on Board Reports 14-0827-AR8 and 14-0827-PR2.

Board Member Ms. Zopp abstained on Board Report 14-0827-EX2.

# **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 held on August 27, 2014 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

Estela G. Beltran Secretary

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