

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

Regular Meeting-Wednesday, May 26, 2010 10:30 A.M. (125 South Clark Street)

Published by the Authority of the Chicago Board of Education

Mary B. Richardson-Lowry President

Estela G. Beltran Secretary ATTEST:

Estile & Belter Secretary of the Board of Education

Of the City of Chicago

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

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

**ABSENT: None** 

ALSO PRESENT: Mr. Ron Huberman, Chief Executive Officer, and Mr. Patrick J. Rocks, General Counsel.

Mr. Ron Huberman, Chief Executive Officer, gave a presentation on School Safety and Security. Ms. Alice Painter, Director, School Management Support, gave a presentation on the Student Travel Policy amendment [10-0526-PO1].

Mr. Carrero presented the following Motion:

10-0526-MO1

MOTION TO CLOSE

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

Dr. Butt moved to adopt Motion 10-0526-MO1

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

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

Nays: None

President Richardson-Lowry thereupon declared Motion 10-0526-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 May 26, 2010, beginning at 2:40 p.m. at the Central Service Center, 125 South Clark Street, President's Conference Room 6<sup>th</sup> Floor, Chicago Illinois 60603.
- (2) PRESENT: Ms. Ward, Mr. Bobins, Ms. Muñana, Dr. Butt, Mr. Carrero, Ms. Davis, and President Richardson-Lowry 7
- (3) ABSENT: None
  - A. Other Reports
  - B. Warning Resolutions
  - C. Terminations
  - D. Personnel
  - E. Real Estate
  - F. Security

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

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

Members absent after Closed Session: None

# 10-0526-AR3

# AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM FRANCZEK RADELET P.C.

# THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Franczek Radelet P.C.

**DESCRIPTION:** The General Counsel has continued retention of the law firm Franczek Radelet P.C. The firm provides legal services to the Board for general litigation, labor negotiations, consultation and strategy developments. Additional authorization for the firm's services is requested in the amount of \$200,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment

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

AFFIRMATIVE ACTION STATUS: None.

# **GENERAL CONDITIONS:**

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

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

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

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

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

# President Richardson-Lowry thereupon declared Board Report 10-0526-AR3 accepted.

# 10-0526-AR4

# WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR ADRIAN CLARK - 02 WC 21274, 06 WC 54588 and 09 WC 7831

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

Authorized settlement of the Workers' Compensation claim of Adrian Clark, Case No. 02 WC 21274, 06 WC 54588 and 09 WC 7831 and subject to the approval of the Illinois Commission, in the amount of \$134,644.07.

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

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

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-AR5

# WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR JUDY DEL:MARTO -- 07 WC 03735

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

Authorized settlement of the Workers' Compensation claim of Judy Delmarto, Case No 07 WC 03735 and subject to the approval of the Illínois Commission, in the amount of \$114,152.43.

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:

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-AR6

# WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR ELIZABETH HOGEN - 03 WC 30366; 03 WC 30367; 05 WC 46011; 08 WC 28571; 08 WC 28572

# THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Elizabeth Hogen, Case Nos. 03 WC 30366; 03 WC 30367; 05 WC 46011; 08 WC 28571 and 08 WC 28572 and subject to the approval of the Illinois Commission, In the amount of \$181,446.57.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-

PERSONNEL IMPLICATIONS: None

# **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-AR7

# WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR SANDRA JOHNSON - 09 WC 15609

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

Authorized settlement of the Workers' Compensation claim of Sandra Johnson, Case No. 09 WC 15609 and subject to the approval of the Illinois Commission, in the amount of \$138,626.80.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 10-0526-AR8

# WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR THELMA KENT - 08 WC 16681

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

Authorized settlement of the Workers' Compensation claim of Thelma Kent, Case No. 08 WC 16681 and subject to the approval of the Illinois Commission, in the amount of \$54,363.78.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 10-0526-AR9

# WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR DERRICK ROBERTS - 09 WC 122

# THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of the Workers' Compensation claim of Derrick Roberts, Case No. 09 WC 122 and subject to the approval of the Illinois Commission, in the amount of \$76,942.35.

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 \$76,942.35

PERSONNEL IMPLICATIONS: None

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-AR10

# WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR KENNETH TAYLOR - 08 WC 26313 and 09 WC 12032

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

Authorized settlement of the Workers' Compensation claim of Kenneth Taylor, Case No. 08 WC 26313 and 09 WC 12032 and subject to the approval of the Illinois Commission, in the amount of \$76,421.44.

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

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

AFFIRMATIVE ACTION STATUS: Not applicable.

FINANCIAL: Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-115-

PERSONNEL IMPLICATIONS: None

# **GENERAL CONDITIONS:**

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

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

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

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

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

#### 10-0526-AR11

# PERSONAL INJURY - AUTHORIZE PAYMENT OF SETTLEMENT FOR AMELIA PARTIDA, A MINOR, BY HER PARENTS, FRANCISCO AND ARMANDINA PARTIDA CASE NO. 09 L 5130

# THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the personal injury suits of Amelia Partida, a minor, by her parents, Francisco and Armandina Partida vs. Chicago Board of Education, Case No. 09 L 5130 for \$175,000.00.

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 a

Not applicable.

FINANCIAL: Charge to Litigated Tort Claims: Account #12470-115-54530-231122-000000

\$175,000.00

PERSONNEL IMPLICATIONS: None

**GENERAL CONDITIONS:** 

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

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

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

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

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

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

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

Navs: None

President Richardson-Lowry thereupon declared Board Reports 10-0526-AR4 through 10-0526-AR11 adopted.

10-0526-AR12

# APPROVE BACK PAY AND OTHER REMUNERATION OWED TENURED TEACHER JANET JONES

# THE GENERAL COUNSEL REPORTS THE FOLLOWING:

**DESCRIPTION:** On June 9, 2009, Hearing Officer Donald G. Russell issued a decision recommending the reinstatement of tenured teacher Janet Jones and ordering the Board of Education of the City of Chicago to make her whole for all lost wages and benefits. The Board adopted, in part, the hearing

officer's recommended decision on August 26, 2009. However, the Board required that Jones serve a 30-day suspension, without pay, and be issued a warning resolution. The Board reinstated Janet Jones to a teaching position at the beginning of the 2009-2010 school year

The total back pay due Janet Jones from March 19, 2008 through September 2, 2009, is \$100,036 15 Janet Jones received \$28,006.00 in unemployment compensation during the back pay period. The Law Department recommends that the Board reduce Janet Jones' back pay amount by 30 work days (\$11,749.62), pursuant to the 30-day suspension, without pay, previously issued by the Board. The Law Department has reviewed Janet Jones' mitigation obligations during the back pay period and is satisfied that nothing additional may be deducted from the back pay amount. Janet Jones is also entitled to a credit of 12 sick days for fiscal year 2010. Janet Jones is unwilling to sign a settlement agreement in this matter.

The Law Department recommends payment as follows

- 1) A check in the amount of \$88,286.53 (\$100,036.15 \$11,749.62) shall be made payable to Janet Jones and the Illinois Department of Employment Security (\*IDES\*). In turn IDES is obligated to write a check to Janet Jones in the amount of \$60,280.53 (\$88,286.53 \$28,006.00), and to give the Board a credit of \$28,006.00 regarding unemployment compensation payments made by the Board to IDES.
- 2) A pension contribution to Janet Jones of approximately \$6,180.00, and
- 3) Credit Janet Jones' sick day bank by 12 days for fiscal year 2010

Total Amount: \$88,286.53, plus a pension contribution of approximately \$6,180.00.

LSC REVIEW: LSC approval is not applicable to this report

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

FINANCIAL: Charge \$88,286.53 plus an approximate pension contribution of \$6,180.00 to Law

Department Budget Classification Fiscal Year 2010

**AUTHORIZATION:** Authorize the General Counsel to execute the payment and all ancillary documents related thereto.

# **GENERAL CONDITIONS:**

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

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

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

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

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

President Richardson-Lowry indicated that if there were no objections, Board Report 10-0526-AR12 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Report 10-0526-AR12 adopted.

# 10-0526-EX15

# TRANSFER AND APPOINT CHIEF SPECIALIZED SERVICES OFFICER (Richard G. Smith)

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint the following named individual to the position listed below, effective June 6, 2010.

**DESCRIPTION:** 

**FROM** <u>TO</u> NAME

External Title: Chief Area Officer Chief Specialized Services Officer Richard G. Smith

**Functional Title:** Officer Executive Officer Chief Area Office 27

Office of Specialized Services Position Number: 388526 258862 \$151,131.42 (No Change)

Basic Salary: \$151,131.42 Pay Band: A09 A10

05271-367-51100-221080-433114 11610-115-51100-233004-000000 Budget classification:

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

**AFFIRMATIVE ACTION STATUS:** Not applicable.

Department:

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

FY10 department budget.

President Richardson-Lowry indicated that if there were no objections, Board Report 10-0526-EX15 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Report 10-0526-EX15 adopted.

# 10-0526-EX16

# WARNING RESOLUTION - ELENA DIADENKO-HUNTER, TEACHER, ASSIGNED TO SCHURZ 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 Elena Diadenko-Hunter, and that a copy of the Board Report and Warning Resolution be served upon Elena Diadenko-Hunter.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute

> of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Elena Diadenko-Hunter, 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 Elena Diadenko-Hunter. pursuant to the Statute, if said conduct is not corrected immediately. and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is

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

# WARNING RESOLUTION – CYNTHIA JONES, TENURED TEACHER, ASSIGNED TO WILLIAMS PREP SCHOOL OF MEDICINE

#### TO THE CHICAGO BOARD OF EDUCATION

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

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

#### 10-0526-EX18

# WARNING RESOLUTION - SHEILA MOBLEY TENURED TEACHER, MADISON ELEMENTARYSCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Sheila Mobley, Tenured teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Sheila Mobley 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.

# WARNING RESOLUTION – JEANNE PANITCH TEACHER, ASSIGNED TO DE DIEGO 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 Jeanne Panitch, and that a copy of the Board Report and Warning Resolution be served upon Jeanne Panitch.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Jeanne Panitch, 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 Jeanne Panitch, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is 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.

# 10-0526-EX20

# WARNING RESOLUTION - RENEEE RILEY TEACHER, ASSIGNED TO TURNER-DREW ACADEMY

# TO THE CHICAGO BOARD OF EDUCATION

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education adopt a Warning Resolution for Reneee Riley and that a copy of the Board Report and Warning Resolution be served upon Renee Riley.

DESCRIPTION:

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

# WARNING RESOLUTION - ELIZABETH THOMPSON TEACHER, ASSIGNED TO WALT DISNEY MAGNET 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 Elizabeth Thompson, and that a copy of the Board Report and Warning Resolution be served upon Elizabeth Thompson.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution shall be adopted and issued to Elizabeth Thompson, teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Elizabeth Thompson, pursuant to the Statute, if said conduct is not corrected immediately, and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. A directive for improvement of this conduct is contained in the Warning Resolution.

LSC review is not applicable to this report.

LSC REVIEW: **AFFIRMATIVE** 

**ACTION REVIEW:** 

None

**FINANCIAL:** 

This action is of no cost to the Board

**PERSONNEL** 

**IMPLICATIONS:** 

None

#### 10-0526-EX22

# WARNING RESOLUTION - MARCIA JEANNE ALBAN **TENURED TEACHER, CITY WIDE EDUCATION**

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Marcia Jeanne Alban, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Marcia Jeanne Alban 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.

# WARNING RESOLUTION - FELICIA K. ALLRED-WATSON **TENURED TEACHER, CITY WIDE**

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Felicia K. Allred-Watson and that a copy of this Board Report and

Warning Resolution be served upon Felicia K. Allred-Watson.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Felicia K. Allred-Watson, to inform you that you

have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Felicia K. Allred-Watson 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.

# 10-0526-EX24

# WARNING RESOLUTION - ROBERT J. ANDUJAR TENURED TEACHER, WILLIAM J. BOGAN HIGH SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Robert J. Andujar, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Robert J. Andujar 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

# WARNING RESOLUTION ~ ILHAN MEHMET AVCIOGLU TENURED TEACHER, KENWOOD ACADEMY

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Ilhan Mehmet Avcioglu, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Ilhan Mehmet Avcioglu 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.

# 10-0526-EX26

# WARNING RESOLUTION - ROBYN MICHELLE BECKER TENURED TEACHER, THOMAS KELLY HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Robyn Michelle Becker, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Robyn Michelle Becker 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.

# WARNING RESOLUTION – BRYAN J. BENKOVICH TENURED TEACHER, IRENE C. HERNANDEZ MIDDLE SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Bryan J. Benkovich, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Bryan J. Benkovich 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:

**DESCRIPTION:** 

LSC review is not applicable to this report

**AFFIRMATIVE** 

**ACTION REVIEW:** 

FINANCIAL:

This action is of no cost to the Board

**PERSONNEL** 

IMPLICATIONS:

None.

None

#### 10-0526-EX28

# WARNING RESOLUTION – KIMBERLY L. BERANEK TENURED TEACHER, DONALD L. MORRILL MATH/SCIENCE SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Kimberly L. Beranek, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Kimberly L. Beranek 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

# WARNING RESOLUTION - MOLLY CASEY BERGLIND TENURED TEACHER, FLORENCE NIGHTINGALE SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Molly Casey Berglind, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Molly Casey Berglind 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.

10-0526-EX30

**WARNING RESOLUTION - DONNA C. BODDY** TENURED TEACHER, WEST PULLMAN SCHOOL

TO THE CHICAGO BOARD OF EDUCATION:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Donna C. Boddy and that a copy of this Board Report and Warning

Resolution be served upon Donna C. Boddy.

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of **DESCRIPTION:** 

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Donna C. Boddy, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Donna C. Boddy 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.

# WARNING RESOLUTION – BRIAN S. BRANDT TENURED TEACHER, CITY WIDE EDUCATION

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Brian S. Brandt, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Brian S. Brandt 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

# 10-0526-EX32

WARNING RESOLUTION - TONY BRYANT TENURED TEACHER, LUKE O'TOOLE SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Tony Bryant, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Tony Bryant 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

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

# WARNING RESOLUTION – ANGELA JAYMEE BURZYCKI TENURED TEACHER, MARQUETTE SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Angela Jaymee Burzycki, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Angela Jaymee Burzycki 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.

the Warning Nesolution

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

# 10-0526-EX34

# WARNING RESOLUTION – VIVIEN CAJIGAS TENURED TEACHER, LAUGHLIN FALCONER SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Vivien Cajigas, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Vivien Cajigas 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

# WARNING RESOLUTION – KIMBERLY MARIE COFFEY TENURED TEACHER, ADLAI E. STEVENSON SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Kimberly Marie Coffey, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Kimberly Marie Coffey 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.

# 10-0526-EX36

# WARNING RESOLUTION – BRENDA COUNTRESS COOK TENURED TEACHER, CITY WIDE EDUCATION

# TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

That the Chicago Board of Education adopts the Warning Resolution for Brenda Countress Cook and that a copy of this Board Report and Warning Resolution be served upon Brenda Countress Cook

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Brenda Countress Cook, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Brenda Countress Cook 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.

# **WARNING RESOLUTION - DAN S. COYNE** TENURED TEACHER, CITY WIDE

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Dan S. Coyne, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Dan S. Coyne 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

10-0526-EX38

**WARNING RESOLUTION - CAROLINE L. CRAIG** TENURED TEACHER, CITY WIDE

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Caroline L. Craig, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Caroline L. Craig 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.

# WARNING RESOLUTION – JENIFER JOYCE CROWLEY TENURED TEACHER, GEORGE WASHINGTON CARVER ELEMENTARY

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Jenifer Joyce Crowley, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Jenifer Joyce Crowley 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.

# 10-0526-EX40

# WARNING RESOLUTION - DESHONDA DANIELS-WRIGHT TENURED TEACHER, MARIE S. CURIE METRO HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Deshonda Daniels-Wright and that a copy of this Board Report and Warning Resolution be served upon Deshonda Daniels-Wright.

# **DESCRIPTION:**

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Deshonda Daniels-Wright, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Deshonda Daniels-Wright 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.

# **WARNING RESOLUTION - CECILIA DIAZ** TENURED TEACHER, WILLIAM H. RAY SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Cecilia Diaz, to inform you that you have engaged in unsatisfactory conduct

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Cecilia Diaz 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

# 10-0526-EX42

# WARNING RESOLUTION - RAFFAEL DIZENZO TENURED TEACHER, THOMAS KELLY HIGH SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Raffael Dizenzo, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Raffael Dizenzo 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.

# WARNING RESOLUTION - MICHELLE P. DOMBRO TENURED TEACHER, LOUIS PASTEUR SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

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

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of **DESCRIPTION:** 

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Michelle P. Dombro, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Michelle P. Dombro 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.

# 10-0526-EX44

# **WARNING RESOLUTION - EMILY S. ELLIS** TENURED TEACHER, JACKIE R. ROBINSON SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Emily S. Ellis and that a copy of this Board Report and Warning

Resolution be served upon Emily S. Ellis.

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of DESCRIPTION:

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Emily S. Ellis, to inform you that you have engaged

in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Emily S. Ellis 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 is not applicable to this report. LSC REVIEW:

**AFFIRMATIVE** 

**ACTION REVIEW:** None.

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

**PERSONNEL** 

IMPLICATIONS: None.

# **WARNING RESOLUTION - ESTHER J. EUN** TENURED TEACHER, WILLAM G. HIBBARD

# TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Esther J. Eun, to inform you that you have

engaged in unsatisfactory conduct

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Esther J. Eun 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:

PERSONNEL

This action is of no cost to the Board

IMPLICATIONS:

None.

# 10-0526-EX46

# WARNING RESOLUTION - LOUIS GDALMAN TENURED TEACHER, SAMUEL GOMPERS FINE ARTS OPTIONS ES

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

That the Chicago Board of Education adopts the Warning Resolution for Louis Gdalman and that a copy of this Board Report and Warning

Resolution be served upon Louis Gdalman.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Louis Gdalman, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Louis Gdalman 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

# WARNING RESOLUTION – SUSAN MARIE GEUDER TENURED TEACHER, PAUL ROBESON HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Susan Marie Geuder, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Susan Marie Geuder 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

# 10-0526-EX48

# WARNING RESOLUTION ~ FREDERICK MADDEN HACKMANN TENURED TEACHER, AUDUBON SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Frederick Madden Hackmann, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Frederick Madden Hackmann 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.

the vvarning 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.

# **WARNING RESOLUTION - DIANE LOUISE HARMON** TENURED TEACHER, NEAL F. SIMEON HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Diane Louise Harmon, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Diane Louise Harmon 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

# 10-0526-EX50

# WARNING RESOLUTION - JENNIFER M. HARVEL TENURED TEACHER, HORATIO MAY COMMUNITY ACADEMY

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Jennifer M. Harvel, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Jennifer M. Harvel 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.

None

LSC REVIEW:

LSC review is not applicable to this report

**AFFIRMATIVE** 

**ACTION REVIEW:** 

FINANCIAL:

This action is of no cost to the Board

**PERSONNEL** 

IMPLICATIONS: None.

# WARNING RESOLUTION - CHRISTOPHER J. HENLE TENURED TEACHER, HARLAN COMMUNITY ACADEMY HIGH SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Christopher J. Henle and that a copy of this Board Report and Warning

Resolution be served upon Christopher J. Henle.

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of **DESCRIPTION:** 

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Christopher J. Henle, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Christopher J. Henle 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.

# 10-0526-EX52

# WARNING RESOLUTION - RAQUEL HERRERA-BYRNE TENURED TEACHER, JANE ADDAMS SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

That the Chicago Board of Education adopts the Warning Resolution for Raquel Herrera-Byrne and that a copy of this Board Report and Warning Resolution be served upon Raquel Herrera-Byrne

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Raquel Herrera-Byrne, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Raquel Herrera-Byrne 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

# WARNING RESOLUTION - STAVROULA HOUMPAVLIS TENURED TEACHER, GEORGE ARMSTRONG SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Stavroula Houmpavlis, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Stavroula Houmpavlis 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

# 10-0526-EX54

# WARNING RESOLUTION – GARY RICHARD HREBEN TENURED TEACHER, FOSTER PARK SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Gary Richard Hreben and that a copy of this Board Report and Warning Resolution be served upon Gary Richard Hreben

# **DESCRIPTION:**

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Gary Richard Hreben, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Gary Richard Hreben 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.

# WARNING RESOLUTION – FRANK JAMES JOHNSON TENURED TEACHER, CITY WIDE

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Frank James Johnson, to inform you that you have engaged in unsatisfactory conduct.

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

# 10-0526-EX56

# WARNING RESOLUTION - ANASTASIA M. JONAS TENURED TEACHER, CHARLES R. HENDERSON SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Anastasia M. Jonas, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Anastasia M. Jonas 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.

# WARNING RESOLUTION – RICHARD DAVID KABIALIS TENURED TEACHER, ENRICO TONTI SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

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

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Richard David Kabialis, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Richard David Kabialis 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.

# 10-0526-EX58

# WARNING RESOLUTION – ALMETTA KEENON TENURED TEACHER, GEORGE WASHINGTON CARVER ELEMENTARY

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Almetta Keenon, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Almetta Keenon 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:

FINANCIAL:

This action is of no cost to the Board

PERSONNEL

IMPLICATIONS:

None.

None

# **WARNING RESOLUTION - MEGAN E. KELLY** TENURED TEACHER, CHARLES S. BROWNELL SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

That the Chicago Board of Education adopts the Warning Resolution for Megan E. Kelly and that a copy of this Board Report and Warning

Resolution be served upon Megan E. Kelly.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Megan E. Kelly, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Megan E. Kelly 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.

# 10-0526-EX60

# **WARNING RESOLUTION - SUSAN KOCOT** TENURED TEACHER, CITY WIDE EDUCATION

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Susan Kocot and that a copy of this Board Report and Warning

Resolution be served upon Susan Kocot.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Susan Kocot, to inform you that you have engaged

in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Susan Kocot 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

# WARNING RESOLUTION – LIBERTY E. KRINIS TENURED TEACHER, CITY WIDE

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Liberty E. Krinis, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Liberty E. Krinis 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.

# 10-0526-EX62

# WARNING RESOLUTION – ASHLEY IRENE KRUPSKI TENURED TEACHER, CITY WIDE

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Ashley Irene Krupski, to inform you that you have engaged in unsatisfactory conduct

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Ashley Irene Krupski 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:** N

None.

FINANCIAL:

This action is of no cost to the Board

PERSONNEL

IMPLICATIONS:

None.

# **WARNING RESOLUTION -- MELISSA KUTSULIS** TENURED TEACHER, THOMAS HOYNE SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Melissa Kutsulis, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Melissa Kutsulis 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.

# 10-0526-EX64

# **WARNING RESOLUTION -- RAEANN LATKO TENURED TEACHER. CITY WIDE**

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Raeann Latko, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Raeann Latko 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.

# WARNING RESOLUTION – LENORE LOPEZ TENURED TEACHER, MORGAN PARK HIGH SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Lenore Lopez, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Lenore Lopez 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

# 10-0526-EX66

# WARNING RESOLUTION - DIONNE A. MACON TENURED TEACHER, GWENDOLYN BROOKS HIGH SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Dionne A. Macon, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Dionne A. Macon 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.

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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.

# WARNING RESOLUTION - DEREK M. MARUSARZ TENURED TEACHER, HYDE PARK CAREER ACADEMY

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Derek M. Marusarz, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Derek M. Marusarz 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.

# 10-0526-EX68

# WARNING RESOLUTION - ALDO ERNESTO MAZZOTTI TENURED TEACHER, MARK TWAIN SCHOOL

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Aldo Ernesto Mazzotti, to inform you that you have engaged in unsatisfactory conduct

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Aldo Ernesto Mazzotti 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.

### WARNING RESOLUTION – TINESSA R. MCCANN MOSS TENURED TEACHER, JESSE OWENS COMMUNITY ACADEMY

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Tinessa R. McCann Moss and that a copy of this Board Report and Warning Resolution be served upon Tinessa R. McCann Moss.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Tinessa R. McCann Moss, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Tinessa R. McCann Moss 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

#### 10-0526-EX70

#### WARNING RESOLUTION – JENNIFER LYNN MCCLOREY TENURED TEACHER, CITY WIDE

## TO THE CHICAGO BOARD OF EDUCATION:

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Waming Resolution must be adopted and issued to Jennifer Lynn McClorey, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Jennifer Lynn McClorey 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.

### WARNING RESOLUTION - CHERMAINE L. MCCRAY TENURED TEACHER, CARVER MILITARY HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

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

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Chermaine L. McCray, to inform you that you have engaged in unsatisfactory conduct

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Chermaine L. McCray 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

### 10-0526-EX72

#### WARNING RESOLUTION - JENNIFER JEAN MCDEVITT TENURED TEACHER, WENDELL SMITH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Jennifer Jean McDevitt, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Jennifer Jean McDevitt 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.

#### WARNING RESOLUTION – BEVERLY A. MORAVCIK TENURED TEACHER, CITY WIDE

#### TO THE CHICAGO BOARD OF EDUCATION:

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Beverly A. Moravcik, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Beverly A. Moravcik 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

#### 10-0526-EX74

# WARNING RESOLUTION - KATHLEEN MARY O'DONNELL TENURED TEACHER, JAMES B. FARNSWORTH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Kathleen Mary O'Donnell and that a copy of this Board Report and Warning Resolution be served upon Kathleen Mary O'Donnell.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Kathleen Mary O'Donnell, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Kathleen Mary O'Donnell 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.

#### **WARNING RESOLUTION - UNIV E. PHREYKZ** TENURED TEACHER, WORLD LANGUAGE ACADEMY

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Univ E. Phreykz and that a copy of this Board Report and Warning

Resolution be served upon Univ E. Phreykz.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Univ E. Phreykz, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Univ E. Phreykz 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

### 10-0526-EX76

### WARNING RESOLUTION - NICOLE MARIE PLESHA TENURED TEACHER, GEORGE WASHINGTON CARVER ELEMENTARY SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

## THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Nicole Marie Plesha and that a copy of this Board Report and Warning

Resolution be served upon Nicole Marie Plesha.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Nicole Marie Plesha, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Nicole Marie Plesha 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

### **WARNING RESOLUTION - DARLYN PRUITT** TENURED TEACHER, LESLIE LEWIS SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Darlyn Pruitt, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Darlyn Pruitt 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

#### 10-0526-EX78

WARNING RESOLUTION - NICOLE M. RAIMONDI TENURED TEACHER, PORTAGE PARK SCHOOL

### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Nicole M. Raimondi, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Nicole M. Raimondi 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.

### WARNING RESOLUTION – KERRY A. REA TENURED TEACHER, STEPHEN T. MATHER HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Kerry A. Rea, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Kerry A. Rea 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.

### 10-0526-EX80

# WARNING RESOLUTION – ERICKA D. REED TENURED TEACHER, WENDELL SMITH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING.

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Ericka D. Reed, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Ericka D. Reed 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.

### WARNING RESOLUTION -- MARIA RHODES TENURED TEACHER, NATHAN HALE SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Maria Rhodes, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Maria Rhodes 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

#### 10-0526-EX82

### WARNING RESOLUTION – WILLIE RICHARD III TENURED TEACHER, RALPH H. METCALFE ELMENTARY

### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Willie Richard III, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Willie Richard III 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.

#### WARNING RESOLUTION - ILONA J. ROBERTS TENURED TEACHER, RALPH H. METCALFE SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Ilona J. Roberts, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Ilona J. Roberts 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

10-0526-EX84

#### **WARNING RESOLUTION - MEREIDA RODRIGUEZ TENURED TEACHER, CITY WIDE**

#### TO THE CHICAGO BOARD OF EDUCATION:

## THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Mereida Rodriguez and that a copy of this Board Report and Warning

Resolution be served upon Mereida Rodriguez

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Mereida Rodriguez, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Mereida Rodriguez 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.

#### WARNING RESOLUTION – JOSE SAENZ TENURED TEACHER, PHOENIX MILITARY ACADEMY

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

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

be served upon Jose Saen

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Jose Saenz, to inform you that you have engaged

in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Jose Saenz 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.

#### 10-0526-EX86

#### WARNING RESOLUTION – SUSANY SATISH TENURED TEACHER, CITY WIDE

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Susany Satish and that a copy of this Board Report and Warning Resolution be asked to the Supany Satish.

Resolution be served upon Susany Satish.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Susany Satish, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Susany Satish 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.

# WARNING RESOLUTION – BARBARA C. SIMON TENURED TEACHER, ESMOND SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

Resolution be served upon barbara C. Simor

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Barbara C. Simon, to inform you that you have

engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Barbara C. Simon 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.

#### 10-0526-EX88

WARNING RESOLUTION - VANESSA L. SMITH TENURED TEACHER, CITY WIDE EDUCATION

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Vanessa L. Smith and that a copy of this Board Report and Warning

Resolution be served upon Vanessa L. Smith.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Vanessa L. Smith, to inform you that you have

engaged in unsatisfactory conduct.

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

Resolution.

LSC REVIEW: LSC review is not applicable to this report

**AFFIRMATIVE** 

ACTION REVIEW: None.

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

PERSONNEL

IMPLICATIONS: None.

# WARNING RESOLUTION – PEGGY STRONG TENURED TEACHER, CHARLES ALLEN PROSSER CAREER ACADEMY

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Peggy Strong, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Peggy Strong 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.

#### 10-0526-EX90

# WARNING RESOLUTION – KRISTEN J. SUNBY TENURED TEACHER, CITY WIDE

# TO THE CHICAGO BOARD OF EDUCATION:

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Kristen J. Sunby, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Kristen J. Sunby 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

### **WARNING RESOLUTION - GAIL TENNIAL** TENURED TEACHER, MORGAN PARK HIGH SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

That the Chicago Board of Education adopts the Warning Resolution for Gail Tennial and that a copy of this Board Report and Warning Resolution

be served upon Gail Tennial.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Gail Tennial, to inform you that you have engaged

in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Gail Tennial 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

### 10-0526-EX92

#### **WARNING RESOLUTION -- PENNY THELIN** TENURED TEACHER, CITY WIDE EDUCATION

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING

That the Chicago Board of Education adopts the Warning Resolution for Penny Thelin and that a copy of this Board Report and Warning

Resolution be served upon Penny Thelin.

**DESCRIPTION:** Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

> the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Penny Thelin, to inform you that you have

engaged in unsatisfactory conduct

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Penny Thelin 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.

#### **WARNING RESOLUTION - STEPHEN TOW** TENURED TEACHER, DEWITT CLINTON SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Stephen Tow and that a copy of this Board Report and Warning Resolution be served upon Stephen Tow

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Stephen Tow, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Stephen Tow 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.

#### 10-0526-EX94

### WARNING RESOLUTION - MELODIE ANN VAN DYKE TENURED TEACHER, CITY WIDE

#### TO THE CHICAGO BOARD OF EDUCATION:

## THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts the Warning Resolution for Melodie Ann Van Dyke and that a copy of this Board Report and Warning Resolution be served upon Melodie Ann Van Dyke.

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Melodie Ann Van Dyke, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Melodie Ann Van Dyke 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.

# WARNING RESOLUTION – JULIE ANN VOYNOVICH TENURED TEACHER, CASTELLANOS SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Julie Ann Voynovich, to inform you that you have engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Julie Ann Voynovich 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.

### 10-0526-EX96

### WARNING RESOLUTION – MICHAEL SEAN WILLIAMS TENURED TEACHER, JACOB BEIDLER SCHOOL

#### TO THE CHICAGO BOARD OF EDUCATION:

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING.

That the Chicago Board of Education adopts the Warning Resolution for Michael Sean Williams and that a copy of this Board Report and Warning Resolution be served upon Michael Sean Williams

**DESCRIPTION:** 

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, the Rules of the Board of Education of the City of Chicago, and Board Report 04-0728-P01, a Warning Resolution must be adopted and issued to Michael Sean Williams, to inform you that you have engaged in unsatisfactory conduct.

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

LSC REVIEW:

LSC review is not applicable to this report

**AFFIRMATIVE** 

**ACTION REVIEW:** 

None.

FINANCIAL:

This action is of no cost to the Board.

PERSONNEL

**IMPLICATIONS:** 

None.

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0526-EX16 through 10-0526-EX96 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0526-EX16 through 10-0526-EX96 adopted.

#### 10-0526-RS17

#### RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF CAROLYN GAMMON, TENURED TEACHER, ASSIGNED TO GREGORY ELEMENTARY SCHOOL

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

WHEREAS, after the conclusion of the dismissal hearing afforded Carolyn Gammon, the hearing officer made written findings of fact and conclusions of law, and recommended the dismissal of Carolyn Gammon; 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 Clauss regarding the dismissal charges preferred against Carolyn Gammon; and

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

WHEREAS, the Board of Education of the City of Chicago finds that the facts constitute cause and grounds for Carolyn Gammon's dismissal; and

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that Carolyn Gammon be dismissed;

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

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

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

This Resolution shall take full force and effect upon its adoption

, ,

**THEREFORE**, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on May 26, 2010.

### 10-0526-RS18

Section 3:

#### RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF SHARON KIMBLE, TENURED TEACHER, FORMERLY ASSIGNED TO PARKSIDE COMMUNITY 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, Vicki Peterson Cohen, appointed by the Illinois State Board of Education; and

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

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

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that Sharon Kimble be dismissed:

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

Section 1: After considering (a) the hearing officer's findings of fact, conclusions of law, and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memorandum of law submitted by the parties, the Board of Education of the

City of Chicago adopts the recommendation of the hearing officer

Section 2: Sharon Kimble is hereby dismissed from employment with the Board of

Education of the City of Chicago.

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

**THEREFORE**, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on May 26, 2010.

#### 10-0526-RS19

# RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF MICHELLE NIXON, TENURED TEACHER, CITYWIDE POSITION

WHEREAS, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85 ("Section 34-85"), Michelle Nixon and her representative were sent dismissal charges on or about February 23, 2010. These dismissal charges alleged, among other things, that Michelle Nixon was absent without leave; and

WHEREAS, a pre-suspension hearing was held on March 12, 2010, at which time Michelle Nixon's representative was informed as to the nature of the charges and specifications against her. Ms Nixon did not appear for this pre-suspension hearing; and

WHEREAS, pursuant to Section 34-85 Michelle Nixon had ten (10) days from the receipt of the dismissal charges to formally request a State Board hearing. Neither Michelle Nixon, nor anyone on her behalf, requested a hearing as required by Section 34-85; and

WHEREAS, the Board of Education of the City of Chicago has reviewed this matter and finds that sufficient cause exists for Michelle Nixon's dismissal; and

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

Section 1: Dismissal charges were sent to the last known address of Michelle Nixon on or about February 23, 2010. Michelle Nixon's representative was present, via telephone conference, at a pre-suspension hearing on March 12, 2010, at which time the representative was apprised as to the

nature of the dismissal charges and specifications

Section 2: Neither Michelle Nixon, nor anyone on her behalf, requested a State

Board hearing as required by Section 34-85.

Section 3: The dismissal charges and specifications contained therein are deemed

true and correct, and are adopted by the Board as its factual findings.

Section 4: The Board finds that Michelle Nixon was absent without leave, and that

her unexcused absences constitute irremediable conduct warranting her

dismissal.

Section 5: Michelle Nixon is hereby dismissed from her employment with the Board

of Education of the City of Chicago.

Section 6: This Resolution shall take full force and effect upon its adoption

THEREFORE, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on May 26, 2010.

#### 10-0526-RS20

#### RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF PHYLLIS SMITH, TENURED TEACHER, FORMERLY ASSIGNED TO NIA MIDDLE SCHOOL

WHEREAS, pursuant to Section 34-85of the Illinois School Code, 105 ILCS 5/34-85(c), a hearing was conducted before an impartial hearing officer, Michael I. Ponticelli, appointed by the Illinois State Board of Education; and

WHEREAS, after the conclusion of the dismissal hearing afforded Phyllis Smith, the hearing officer made written findings of fact and conclusions of law, and recommended the reinstatement of Phyllis Smith; 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 Ponticelli regarding the dismissal charges preferred against Phyllis Smith; and

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

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that the hearing officer's recommendation be rejected and that Phyllis Smith be dismissed;

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

Section 1: After considering (a) the hearing officer's findings of fact, conclusions of law, and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memorandum of law submitted by the parties, the Board of Education of the City of Chicago rejects the recommendation of the hearing officer as detailed in

the Board's Opinion and Order adopted under separate cover

Section 2: Phyllis Smith is hereby dismissed from employment with the Board of Education

of the City of Chicago.

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

THEREFORE, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on May 26, 2010, and in connection with an Opinion and Order that is adopted under separate cover.

#### 10-0526-RS21

#### RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING THE DISMISSAL OF SHEILA SWILLEY-JACKSON, TENURED TEACHER, ASSIGNED TO LAVIZZO ELEMENTARY SCHOOL

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

WHEREAS, after the conclusion of the dismissal hearing afforded Sheila Swilley-Jackson, the hearing officer made written findings of fact and conclusions of law, and recommended the dismissal of Sheila Swilley-Jackson; and

WHEREAS, the Board of Education of the City of Chicago has reviewed hearing transcript and exhibits ("record"), along with the findings of fact, conclusions of law, and recommendation of Hearing Officer Kenis regarding the dismissal charges preferred against Sheila Swilley-Jackson; and

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

WHEREAS, the Board of Education of the City of Chicago finds that the facts constitute cause and grounds for Sheila Swilley-Jackson's dismissal; and

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that Sheila Swilley-Jackson be dismissed:

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

Section 1: After considering (a) the hearing officer's findings of fact, conclusions of law, and recommendation, (b) the record of the dismissal hearing, and (c) any exceptions and memorandum of law submitted by the parties, the Board of Education of the

City of Chicago adopts the recommendation of the hearing officer.

Section 2: Sheila Swilley-Jackson is hereby dismissed from her employment with the Board

of Education of the City of Chicago.

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

**THEREFORE**, this Resolution is hereby adopted/rejected by the members of the Board of Education of the City of Chicago on May 26, 2010.

#### 10-0526-RS22

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

WHEREAS, on May 14, 2010 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel's pursuant to Board Policy 04-0728-PO1:

<u>Name</u>	School	Effective Date
Juana Contreras	Chicago Academy Elementary School	May 26, 2010
Vaire Gresham	Hirsch Metropolitan High School	May 26, 2010
Garylee Magnant	Rachel Carson School	May 26, 2010
Andre Meekins	Ludwig Von Beethoven School	May 26, 2010
Minerva Perez-Barbasa	Albert G Lane Tech High School	May 26, 2010
Terence Pippin	Richards Career Academy	May 26, 2010
Terrance Ross	Fort Dearborn Elementary School	May 26, 2010
Tammie Steward	Schmid Elementary School	May 26, 2010
Darryl Thompson	Amos A Stagg School	May 26, 2010
Gregory Tillman	Yates Elementary School	May 26, 2010

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

- 1. That pursuant to Board Policy 04-0728-PO1, the above-referenced educational support personnel's are dismissed from Board employment effective on the date set opposite their names.
- 2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named educational support personnel's.
- 3. The Chief Executive Officer or designee shall notify the above-named educational support personnel's of their dismissal.

#### 10-0526-RS23

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

WHEREAS, on May 14, 2010, 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
Katrina Cross	Fenger Achievement Academy	May 26, 2010
Judith Howell	Thomas Chalmers Specialty School	May 26, 2010
John Kastanes	William B Ogden School	May 26, 2010
Rana Khraizat	City Wide	May 26, 2010
Jennifer Mayfield	South Loop Branch	May 26, 2010
Jamaal Nutall	Harper High School	May 26, 2010
Lorenzo Rodriguez	Enrico Tonti School	May 26, 2010
Eric Williams	William W Carter School	May 26, 2010

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

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

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

NOW, THEREFORE, BE IT RESOLVED

- 1. That pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84, the above-referenced probationary appointed teachers are dismissed from Board employment effective on the date set opposite their names
- 2. The Board hereby approves all actions taken by the Chief Executive Officer or his designee to effectuate the dismissal of the above-named probationary appointed teachers.
- 3. The Chief Executive Officer or designee shall notify the above-named probationary appointed teachers of their dismissal.

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

I would like to note for the record that on May 14, 2010 the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. His recommendation included the names of the Teachers affected and the reasons. He also noted that the Teachers affected will be notified of their dismissal after adoption of this resolution.

#### 10-0526-RS24

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

WHEREAS, the Chicago Board of Education ("Board") has the power under Sections 34-8 1, 34-16 and 34-84 of the Illinois School Code (105 ILCS 5/34-1, et. seq.) to lay off employees; and

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

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

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

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

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

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

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

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

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

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

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

# ATTACHMENT A

# REASSIGNED TEACHERS SCHEDULED FOR HONORABLE TERMINATION

First Name	Last Name	Termination Date
Val	Alba	June 19, 2010
Marcia	Alban	June 19, 2010
Sabrina	Alexander	June 19, 2010
Lori	Allen	June 19, 2010
Paul	Allen	June 19, 2010
Fellcia	Allred-Watson	June 19, 2010
Mayra	Almaraz	June 19, 2010
Myrna	Anderson	June 19, 2010
Gerald	Arena	June 19, 2010
Sharon	Armstrong	June 19, 2010
Jaime	Armstrong-Esquivel	June 19, 2010
Susany	Babu-Satish	June 19, 2010
Shelly	Bailey	June 19, 2010
Christopher	Banasiak	June 19, 2010
Frances	Barnett-Evins	June 19, 2010
Corey	Berdell	June 19, 2010
Dale	Berger-Daar	June 19, 2010
Timothy	Bewley	June 19, 2010
Irene	Bizios	June 19, 2010
Martin	Black	June 19, 2010
Vikki	Blake	June 19, 2010
Audrey	Brady	June 19, 2010 June 19, 2010
Brian	Brandt Bring	
Jacqueline Lillian	Brooks Paige	June 19, 2010 June 19, 2010
Felisa	Brown Brown	June 19, 2010
Meredith	Brown	June 19, 2010
Gloria	Browning	June 19, 2010
Bethsheba	Bruce	June 19, 2010
Michael	Brunson	June 19, 2010
Lillian	Bryant	June 19, 2010
Nancy	Burke	June 19, 2010
Carrie	Carpenter	June 19, 2010
Gregory	Carter	June 19, 2010
Lissa	Chaloff	June 04, 2010
Robin	Cloman	June 19, 2010
Pamela	Colwell	June 19, 2010
Joi	Conley	June 19, 2010
Brenda	Cook	June 19, 2010
Lydia	Couch	June 19, 2010
Deloise	Cross	June 19, 2010
Gwendolyn	Crowe	June 19, 2010
Albert	Cruse	June 19, 2010
Cleveland	Crusoe	June 19, 2010
James	Dasher	June 19, 2010
Kimberly	Davis	June 19, 2010
Kathy	Davis	June 19, 2010
Adrian	Dean	June 19, 2010
Tanaka	Douglas	June 19, 2010
Myrna	Dreier	June 19, 2010
Brenda	Dukes	June 19, 2010
Tommy	Dunbar	June 19, 2010
Adam	Duvel	June 19, 2010
Kelechi	Egwuekwe Maxey	June 19, 2010
Jean	Essig	June 19, 2010
Eugene	Farmer	June 19, 2010
Ann	Feeney	June 19, 2010
Johnnie	Finley	June 19, 2010
Laura	Finn	June 19, 2010

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Starr	Foster	June 19, 2010
Briana	Fricke	June 19, 2010
Krystal	Garrett	June 19, 2010
Christine	Gasch-Garcia	June 19, 2010
Mark	Gatz	June 19, 2010
Kim	Gay	June 19, 2010
Sherri	Gaylor	June 19, 2010
Crystal	Giles	June 19, 2010
Keith	Givens	June 19, 2010
Lusonya	Goodson	June 19, 2010
Pamela	Guy	June 19, 2010
Maureen	Hanley	June 19, 2010
Donna	Harris	June 19, 2010
Julia	Hawkins	June 19, 2010
Kimberly	Haynes	June 19, 2010
Deborah	Hill	June 19, 2010
Joyce	Hopkins	June 19, 2010
Margaret	Hopkins	June 19, 2010
Dearia	Hunt	June 19, 2010
Latasha	Jackson	June 19, 2010
Dione	Jenkins	June 19, 2010
Kelly	Jirous	June 19, 2010
Kelly	Johns	June 19, 2010
Frank	Johnson	June 19, 2010
M	Johnson	June 19, 2010
Bonnie	Kayser-Hicks	June 19, 2010
Patricia	Kirk-Wade	June 19, 2010
Susan	Kocot	June 19, 2010
Roslyn	Lane-Sims	June 19, 2010
Angela	Lewis	June 19, 2010
John	Lillig	June 19, 2010
John	Lindsey	June 19, 2010
Malisa	Listowski	June 19, 2010
Mark	Mahanes	June 19, 2010
Ted	Majors	June 19, 2010
David	Maller	June 19, 2010
Alysia	Marro	June 19, 2010
Linda	Marshall	June 19, 2010
Judith	Marshall	June 19, 2010
Patricia	Martinez	June 19, 2010
Dennis	Martini	June 19, 2010
Teresa	Massie-Peterson	June 19, 2010
Precious	Mays	June 19, 2010
Charles	Meekins	June 19, 2010
Beverly	Mendoza	June 19, 2010
Randy	Metzler	June 19, 2010
Myron	Mills	June 19, 2010
Augustina Jennifer	Manahan	June 19, 2010
Charles	Monahan	June 19, 2010
Betty J.	Moreland	June 19, 2010
Michelle	Moss	June 19, 2010
Jakub	Moyes	June 19, 2010
Blair	Mrugala	June 19, 2010
Keisha	Nayder	June 19, 2010
Glenn	Neal Nelson	June 19, 2010
Latonya	Nelson-Jarrett	June 19, 2010
Candace	Newell	June 19, 2010
Michelle	Nixon	June 19, 2010 June 19, 2010
Laura	Nowak	June 19, 2010 June 19, 2010
Angela	Ocallaghan	June 19, 2010 June 19, 2010
Julius	Ocrey	June 19, 2010
Ethel	Okocha	June 19, 2010
Linda	Ortega	June 19, 2010 June 19, 2010
Debra	Owens	June 19, 2010
	OHG113	Julie 13, 2010

Theone	Pappas	June 19, 2010
Darryl	Parque	June 19, 2010
Taqiyy	Pasha	June 19, 2010
Herbert	Polk	June 19, 2010
Eleanor	Pool	June 19, 2010
Ana	Postelnicu	June 19, 2010
Michael	Price	June 19, 2010
Carl	Prince	June 19, 2010
Тоууа	Proctor	June 19, 2010
Sharon	Purnell	June 19, 2010
Irene	Ramirez	June 19, 2010
Janet	Redmon	June 19, 2010
Monica	Reed	June 19, 2010
Nicole	Rees	June 19, 2010
Marsha	Render	June 19, 2010
Kelly Marvin	Roberson-Doudy	June 19, 2010
Guillermina	Robinson	June 19, 2010
Eric	Rodriguez-Badillo	June 19, 2010
Robert	Ross	June 19, 2010
Anna	Rudecki	June 19, 2010
Jacqueline	Salmon	June 19, 2010
Renee	Sanders	June 19, 2010
Mary	Saunders Seifert	June 19, 2010
Deborah	Shell	June 19, 2010
Bonnie	Shepard	June 19, 2010
Sabrina	Slater	June 19, 2010
Vanessa	Smith	June 19, 2010
Loisteine	Smith	June 19, 2010
Mary	Snyder	June 19, 2010
Dowanna	Spaulding	June 19, 2010
Lawrence	Spaulding Jr	June 19, 2010
Jenelle	Spearmon	June 19, 2010 June 19, 2010
John	Stewart	June 19, 2010
Thomas	Stonis	June 19, 2010
James	Strawinski	June 19, 2010
Jeanne	Sullivan	June 19, 2010
Robert	Sykes	June 19, 2010
Brenda	Taylor	June 19, 2010
Ronald	Tessier	June 19, 2010
Penny	Thelin	June 19, 2010
Donese	Thompson	June 19, 2010
Mark	Thornton	June 19, 2010
Pamela	Threet	June 19, 2010
Timothy	Toner	June 19, 2010
Rita	Torres	June 19, 2010
Rhonda	Turner Owens	June 19, 2010
Melodie	Van Dyke	June 19, 2010
Karen Antoinette	Vargo	June 19, 2010
	Veniace	June 19, 2010
Linda	Vines	June 19, 2010
	Wailace Ward	June 19, 2010
		June 19, 2010
	Wargin	June 19, 2010
0	Warren	June 19, 2010
	Washington Watts	June 19, 2010
	walls Weaver	June 19, 2010
A	vveaver Wilczak	June 19, 2010
	vviiczak Wiley	June 19, 2010
A	wilkins	June 19, 2010
	Williams	June 19, 2010
<b>5</b> ·	Williams	June 19, 2010
	Wilson	June 19, 2010
14	Woods	June 19, 2010
	Wriddle	June 19, 2010 June 19, 2010
• =	Yancy	
-	,	June 19, 2010

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0526-RS17 through 10-0526-RS24 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0526-RS17 through 10-0526-RS24 adopted.

10-0526-OP6

# AMEND BOARD REPORT 10-0127-OP2 APPROVE ENTERING INTO AN AMENDMENT TO THE GROUND LEASE WITH THE OUNCE OF PREVENTION FUND FOR PROPERTY LOCATED AT 5044 SOUTH WABASH AVEUNE

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

Approve entering into an amendment to the ground lease (Ground Lease) with the Ounce of Prevention Fund for property located at 5044 South Wabash Avenue, Chicago, Illinois (a portion of Attucks School) A written amendment to the Ground Lease is currently being negotiated. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of this Board Report. Information pertinent to this amendment is stated below.

This May 2010 amendment is necessary to correct the amount of the one-time rental fee payable by the Board for use of the 53 parking spaces in the expanded parking lot from \$300,000 to \$375,000, include the Board's general terms and conditions including, but not limited to the Board's Project Lator Agreement, and to identify the updated drawings for the 1-story addition. A written amendment to the Ground Lease is required. No payment shall be make to the Ounce of Prevention Fund prior to execution of the written amendment. The authority granted herein shall automatically rescind in the event the written amendment is not signed within 90 days of the date of this amended Board Report

TENANT: Ounce of Prevention Fund

33 W. Monroe Street, Suite 2400

Chicago, IL 60603

Contact Person: Sarah Bradley, Chief Operating Office

Phone: 312-922-3863

LANDLORD: Board of Education of the City of Chicago

125 South Clark-17th Floor

Chicago, IL 60603

Attn: Patricia L. Taylor, Chief Operating Officer

Phone: 773-553-2900

**ORIGINAL LEASE:** The original Ground Lease (authorized by Board Report 98-0325-OP4) is for a portion of land located at 5044 South Wabash Avenue (adjacent to the Farren School, now occupied by Attucks School) and is for a term commencing April 1, 1998 and ending March 31, 2097. Pursuant to the terms of the Ground Lease, Tenant constructed and is currently operating an early childhood center on the Premises.

**REASONS FOR AMENDING THE GROUND LEASE:** To allow Tenant the right to construct an addition to its existing building, the Ground Lease shall be amended as follows:

- Re-define the Premises as (required to maintain Attucks School existing playlot and to provide parking for the school); and
- Grant approval to Tenant to construct a 1-story addition to its existing building and expand
  the existing parking lot; in accordance with Landlord's general terms and conditions including
  but not limited to the Project Labor Agreement and
- Provide for Tenant to lease back to Landlord a portion of the expanded parking lot for Attucks School use.

**PREMISES:** Exhibit A (Description of Real Property) of the Ground Lease shall be deleted in its entirety and replaced with Exhibit A attached to this Board Report.

**IMPROVEMENTS:** Tenant shall be granted the right to construct a 1-story addition to its existing building and expand the existing parking lot substantially in accordance with drawings submitted by Van Weise Associates dated November 23, 2009 December 21, 2009 and January 12, 2010, which drawings a shall be attached to and incorporated into the amendment. All improvements shall be subject to prior written Board approval.

**LEASEBACK OF PARKING LOT:** Tenant shall leaseback to Landlord a portion of the parking lot located on the Premises consisting of approximately 51 parking spaces and 2 accessible parking spaces. The term of this lease back shall be co-terminus with the Ground Lease. Landlord shall pay Tenant a one-time rental fee of \$300,000 \$375,000 for the use of these spaces for the entire term of the leaseback, such rental fee being due and owing at such time as the expanded parking lot is available for use. The maintenance of the parking lot shall be shared proportionately by the parties.

**FUNDING:** Tenant shall provide all funding and construction management for the improvements contemplated herein.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease amendment. Authorize the President and Secretary to execute the lease amendment Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this lease amendment. Authorize the Chief Operating Officer to approve Tenant improvements to the Premises

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Charge to Real Estate: \$375,000- FY2010

Budget Classification: 11880-230-57705-254903-000000-2010

#### **GENERAL CONDITIONS:**

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

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office. Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

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

# EXHIBIT A (Description of Real Estate)

THAT PART OF LOTS 1 TO 48, BOTH INCLUSIVE, IN BLOCK 3 AND LOTS 5 TO 48. BOTH INCLUSIVE, IN BLOCK 4 IN WILLIAM M DERBY'S SUBDIVISION OF THE SOUTHWEST ½ OF THE NORTHWEST ½ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAN AND SUB-LOTS 1, 2 AND 3 IN HARRIS AND MC GIMSIE'S RESUBDIVISION OF LOTS 1, 2,3 AND 4 IN BLOCK 4 IN WILLIAM M DERBY'S SUBDIVISION OF THE SOUTHWEST ½ OF THE NORTHWEST ½ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF THE VACATED NORTH AND SOUTH 20 FOOT ALLEYS LYING BETWEEN THE LOTS IN SAID BLOCKS 3 AND 4 IN WILLIAM M DERBY'S SUBDIVISION AFORESAID, AND TOGETHER WITH THE VACATED PART OF 50<sup>TM</sup> STREET LYING BETWEEN SAID BLOCKS 3 AND 4 IN WILLIAM M DERBY'S SUBDIVISION AND THE VACATED ALLEYS IN SAID BLOCKS, TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTH LINE OF VACATED 50TH STREET AND THE EAST LINE OF SOUTH STATE STREET; THENCE SOUTH ALONG SAID EAST LINE OF SOUTH STATE STREET, 16 00 FEET TO THE POINT OF BEGINNING, THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 238.04 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SOUTH WABASH AVENUE, 294.97 FEET; THENCE EAST AND PERPENDICULAR TO THE WEST LINE OF SOUTH WABASH AVENUE, 103,36 FEET TO THE WEST LINE OF SOUTH WASBASH AVENUE; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH WABASH AVENUE, 238.32 FEET, THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 167.67 FEET; THENCE NORTHWESTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE HAVING A RADIUS OF 8.00 FEET. DELTA 76 DEGREES 48 MINUTES 52 SECONDS AND AN ARC OF 10.73; THENCE NORTHERLY ALONG A LINE TAGENT TO THE LAST DESCRIBED CURVE, 7.80 FEET; THENCE NORTHWESTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE HAVING A RADIUS OF 12.00 FEET, DELTA 63 DEGREES 40 MINUTES 24 SECONDS AND AN ARC LENGTH OF 13.34 FEET; THENCE NORTHERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE 11.90 FEET; THENCE NORTHWESTERLY ALONG A CURVE TANGENT OT THE LAST DESCRIBED COURSE HAVING A RADIUS OF 16.00 FEET, DELTA 64 DEGREES 08 MINUTES 15 SECONDS AND AN ARC LENGTH TO THE LAST 17.91 FEET; THENCE NORTHERLY ALONG A LINE TANGENT OT THE LAST DESCRIBED CURVE, 11.99 FEET; THENCE NORTHWESTERLY ALONG A CURVE TANGENT TO THE LAST DESCRIBED LINE HAVING A RADIUS OF 12:00 FEEET, DELTA 64 DEGREES 07 MINUTES 04 SECONDS, AND AN ARC LENGTH OF 13.43; THENCE

NORTHWESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, 11.28 FEET. THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THE SOUTH STATE STREET. 148.66 FEET; THENCE WEST AND PERPENDICULAR TO THE EAST LINE OF SOUTH STATE STREET 108.50 FEET TO THE EAST LINE OF SOUTH STATE STREET; THENCE NORTH ALONG THE EAST LINE OF SOUTH STATE STREET; 323.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

SAID PARCEL CONTAINING 2,905 ACRES (126,559 SQ.FT.), MORE OR LESS.

#### 10-0526-OP7

# AUTHORIZE THE PUBLIC BUILDING COMMISSION OF CHICAGO TO PURCHASE THE PROPERTY AT 4800 S. HOYNE FOR THE CONSTRUCTION OF A NEW BACK OF THE YARDS HIGH SCHOOL

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

On November 14, 2007, the Board adopted Resolution Number 07-1114-RS6 requesting the Public Building Commission ("PBC") to acquire for the Chicago Board of Education approximately 3.85 acres of property at the southwest corner of 48<sup>th</sup> Street and Hoyne Street ("Property") for the construction of a new high school for the Back of the Yards Community. On April 22, 2009, the Board adopted Resolution Number 09-0422-RS13 requesting the PBC to undertake the design and construction of a new Back of the Yards High School on the Property. The PBC filed condemnation on behalf of the Board to acquire the Property described below and has negotiated a condemnation settlement with the owners of the Property for \$3,295,000 plus \$1,205,000 for moving and relocating the owners' equipment and inventory. The purpose of this Board Report is to authorize the PBC to acquire the Property for \$3,295,000 plus \$1,205,000 for the owners' relocation and moving expenses in accordance with the Federal Uniform Relocation Act. The authorization granted herein will automatically rescind in the event the settlement agreement and final judgment order are not executed and entered within 120 days of this Board Report Information pertinent to the acquisition is as follows:

OWNERS: Marina and Antonio Alvarez

d/b/a 4800 S. Hoyne Corporation and Roll & Roll Steel Fabrication, Inc.

4800 S. Hoyne Street Chicago, Illinois 60609-4028

PROPERTY: 167,792 square feet or 3.5 acres of land zoned M2-2 and B3-1 in the New City Back of The

Yards Community. The Property is currently improved with an 85,000 square foot industrial building. The owners of the Property operate as Roll & Roll Metal Fabricators, which custom builds and repairs stainless steel products for meat and food industries, restaurants

and grocery stores in Chicago.

PIN: 207-07-107-029, -034, and -036

USE: For the construction of a new Back of the Yards High School

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

PURCHASE PRICE

(Final Award): \$3,295,000 (\$38.76/SF) for the Property, plus \$1,205,000 for relocation and moving

expenses as determined under the Uniform Relocation Act

APPRAISALS: Gibbons & Gibbons, \$2,987,500 or \$35.14 per square foot.

Real Estate Analysis, \$3,060,000 or \$36.00 per square foot. KMD Valuation, \$3,100,000 or \$36.50 per square foot. MaRous & Company, \$3,950,000 or \$46.47 per square foot.

SETTLEMENT: \$3,295,000 for Property and \$1,205,000 for relocation and moving expenses

DUE DILIGENCE: PBC and the Board have performed Phase I and Phase II environmental testing on the site.

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

Stipulation and Agreed Final Judgment Order as may be necessary

AUTHORIZATION: 1. Authorize the PBC to proceed with the acquisition of the Property by condemnation proceedings on behalf of the Board of Education.

 Authorize the General Counsel or his designee to negotiate and include other relevant terms and conditions in the Stipulation and Final Judgment Order as he deems necessary.

 Authorize the General Counsel to execute all ancillary documents required to complete the land acquisition.

 Authorize the Comptroller to issue a check to the PBC for a total of \$4,500,000 for the acquisition of the Property and the payment of the owners' relocation and moving expenses as required under the Uniform Relocation Act. **AFFIRMATIVE** 

LSC REVIEW:

ACTION: Exempt.

FINANCIAL: Charge to Operations Department: \$4,500,000

Budget Classification No.:46551-476-54105-253533-000000-2010

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

Fiscal Year: 2009/2010

Source of Funds: MSAC Phase 2 Bond Proceeds

#### **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13 1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations

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

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

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

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

#### **EXHIBIT A**

#### PARCEL 1

LOT 1, (EXCEPT THAT PART THERE OF DESCRIBED AS FOLLOWS. BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 500 02 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 00 DEGREES 14 MINUTES EAST A DISTANCE OF 29.87 FEET; THENCE SOUTH 29 DEGREES 49 MINUTES EAST A DISTANCE OF 41 31 FEET. THENCE SOUTH 37 DEGREES 33 MINUTES EAST A DISTANCE OF 49.44 FEET, THENCE SOUTH 50 DEGREES 23 MINUTES EAST A DISTANCE OF 431.50 FEET THENCE SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 431.50 FEET TO THE EAST LINE OF SAID LOT 1, THENCE NORTH 00 DEGREES 14 MINUTES WEST ALONG THE EAST LINE OF SAID LOT 1 TO THE PLACE OF BEGINNING), IN THE CONSOLIDATION OF PART OF BLOCKS 14 AND 19 IN STONE AND WHITNEY'S SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 12, 1920 AS DOCUMENT NUMBER 6 559 690 IN COOK COUNTY, ILLINOIS.

### PARCEL 2

LOT 2 (EXCEPT THE SOUTH 155.65 FEET THEREOF) IN CONSOLIDATION OF PART OF BLOCKS 14 AND 19 IN STONE AND WHITNEY'S SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAY RECORDED MARCH 12, 1920 AS DOCUMENT NUMBER 6 559 690 IN COOK COUNTY, ILLINOIS.

STREET ADDRESS: 4800 S. HOYNE AVENUE, CHICAGO, ILLINOIS

PINS: 20-07-

20-07-107-029 20-07-107-034 20-07-107-036

#### 10-0526-RS25

# RESOLUTION AUTHORIZING THE GENERAL COUNSEL AND CHIEF OPERATING OFFICER TO NEGOTIATE AND ACQUIRE AN ACCESS EASEMENT FOR THE NEW WEST RIDGE ELEMENTARY SCHOOL IN WEST RODGERS PARK

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 (the "Code"); and

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

WHEREAS, on January 24, 2001, the Board adopted Resolution No. 01-0124-RS14 designating property at Whipple and North Shore Avenue for acquisition and for the construction of a new school to relieve overcrowding at the Boone and Clinton Schools in West Rogers Park; and

WHEREAS, on September 30, 2004, the Board acquired 2.78 acres of land from the Peoples Gas, Light and Coke Company ("Peoples Gas") for a new school to relieve overcrowding at the Boone and Clinton Schools in West Rogers Park; and

WHEREAS, on March 24, 2010, the Board adopted Resolution No. 10-0324-EX8 establishing the attendance boundaries for the new school to be located at 6700 N. Whipple; and

WHEREAS, on April 28, 2010 the Board adopted Resolution No. 10-0428-MS4 naming the new school at 6700 N. Whipple as the West Ridge Elementary School; and

WHEREAS, Kedzie Avenue is the western boundary for the new West Ridge Elementary School, and

WHEREAS, the Board has determined that additional access to the new West Ridge Elementary School from Kedzie Avenue over Peoples Gas property is necessary, desirable, useful and advantageous; and

WHEREAS, it is necessary, desirable, useful, advantageous, and in the best interest of the citizens of the City of Chicago, to acquire an access easement from Kedzie Avenue to the new West Ridge Elementary School over Peoples Gas Property; and

WHEREAS, Section 5/34-20 of the Code authorizes the acquisition of title or such other interest in real estate by purchase, condemnation or otherwise for school purposes, such title or other interest to be held for the use and benefit for the Board in the name of the City of Chicago in Trust for the Use of Schools; and

**NOW THEREFORE IT HEREBY RESOLVED** by the Board of Trustees of the Board of Education of the City of Chicago as follows:

- It is necessary, desirable, useful and advantageous, and in the public interest to acquire
  an access easement to the new West Ridge Elementary School from Kedzie Avenue
  over Peoples Gas property.
- The Board hereby designates and authorizes the Chief Operating Officer and General Counsel to establish the exact location, width and conditions of the access easement over Peoples Gas property and to obtain a survey and legal description for the access easement on the Board's behalf.
- The Board authorizes and directs the General Counsel and the Chief Operating Officer or their designee, for and on behalf of the Board to negotiate with Peoples Gas for the acquisition of an access easement from Kedzie Avenue to the new West Ridge Elementary School.
- The negotiated purchase price for the access easement shall be subject to Board approval.
- In the event that the negotiations for the purchase of the access easement fail, then General Counsel is authorized, empowered and directed to institute legal proceedings to acquire an access easement pursuant to the Eminent Domain laws and statutes of the State of Illinois upon receipt of the survey and legal description defining the exact location of the access easement.
- 6 This resolution is effective immediately upon its adoption

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0526-OP6, 10-0526-OP7, and 10-0526-RS25 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0526-OP6, 10-0526-OP7, and 10-0526-RS25 adopted.

<u>Unfinished Business from April 28, 2010.</u>

10-0428-PO1

**WITHDRAWN** 

# AMEND BOARD REPORT 04-0623-PO4 AMEND BOARD REPORT 99-0728-PO1 CODE OF ETHICS FOR THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board adopt an amended Code of Ethics for the Chicago Board of Education.

#### **PURPOSE:**

This Board Report amends the Code of Ethics for the Chicago Board of Education to include provisions required or recommended in recently enacted State ethics legislation. These provisions are concerned with prohibited political activities, gift bans, ethics advisors and enhanced penalties for ethics violations. Further, the Code amended to remove waiver provisions that allowed the Chief Executive Officer to grant waivers for (1) nepotism violations, (2) economic interest in Board contracts by Board members and employees, and (3) post-membership and post-employment restrictions for Board members and employees. The Code also now incorporates provisions from the Illinois School Code that restrict the letting of contract to former Board Members during the one year period following the expiration or termination of their term of office.

#### CODE OF ETHICS OF THE CHICAGO BOARD OF EDUCATION

#### POLICY TEXT:

#### Introduction

The Chicago Board of Education ("the Board") believes that it is imperative that public officials and employees act in the highest ethical manner and preserve the public trust. Members of the Board have been entrusted with a task of utmost importance: improving the quality of public education in the City of Chicago. To carry out the important duties and responsibility of the Board, it is important that clear, comprehensive ethical requirements be established so that members of the public will have confidence in the operations of the Board and the Local School Councils. It is particularly important that the members of the Board, Local School Council members and Board employees set a good example for the children and taxpayers of the City of Chicago and the State of Illinois. Therefore, the following ethical standards for Board members, Local School Council members and Board employees has been established in the best interest of the children in the Chicago Public Schools.

#### 1. Authority and Purpose

This Board Policy is issued pursuant to authority granted in the Illinois School Code and the 1995 Amendments to the School Code contained in Public Act 89-15. The purpose of this Board Policy is to promote public confidence in the integrity of the Board by establishing consistent standards for the conduct of Board business by the Board's Members, Local School Council members and Board employees.

#### 2. Definitions

Whenever used in this statement this Board Policy:

- (a) "Board" means the Board of Education of the City of Chicago and includes all schools operated by the Board of Education.
- (b) "Board Contractor" means any person (including his agents or employees acting within the scope of their employment) doing business with the Board.
- (c) "Board vendor" means any person who has provided goods or services to the Board pursuant to a contract and has been paid more than \$10,000 for those goods or services within any consecutive 12-month period in the last four years.
- (d) "Business relationship" means any contractual or other private business dealing of an employee with a person or entity which entitles the employee to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, business relationship shall not include (a) any interest of the spouse or domestic partner of an official or employee which interest is related to the spouse's or domestic partner's independent occupation, profession or employment; (b) any ownership through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (c) the authorized compensation paid to an official or employee for his office or employment; (d) any economic benefit provided equally to all residents of the City; (e) a time or demand deposit in a financial institution; (f) an endowment or insurance policy or annuity contract purchased from an insurance company.
- (e) "Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal. State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action (as those terms are defined in Section 2 of the Lobbyist Registration Act), (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the persons official duties.

- (f) "Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected State office, or who has been nominated to fill a vacancy in nomination, and who remains eligible for placement on the ballot at either a general primary election or a general election.
- (g) "Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of employment with the Board.
- (h) "Contract Management Authority" means personal involvement in or direct supervisory responsibility for the formulation or execution of a contract. This includes, without limitation, the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms, and supervision of contract performance.
- (i) "Direct Economic Interest." A person is considered to have a direct economic interest if he, his spouse or a member of his household:
  - is the proprietor of a sole proprietorship;
  - owns a five percent or greater interest of any class of stock of a corporation by vote or value:
  - 3. owns a five percent or greater interest in the profits or capital of a partnership.
  - owns a five percent or greater beneficial interest in a trust; or is an officer or director of a corporation, the general or managing partner of a partnership, or the trustee of a trust.
- (j) "Indirect Economic Interest." A person is considered to have an indirect economic interest if the person's relative who is not a member of the person's household:
  - 1. is the proprietor of a sole proprietorship;
  - owns a five percent or greater interest of any class of stock of a corporation by vote or value:
  - owns a five percent or greater interest in the profits or capital of a partnership, or
  - owns a five percent or greater beneficial interest in a trust; or is an officer or director of a corporation, general or managing partner of a partnership, or the trustee of a trust.
- (k.) Exclusions. Direct or Indirect Economic Interest shall not include
  - any interest of the spouse or domestic partner of an employee who does not exercise Contract Management Authority and which interest is related to the spouse's or domestic partner's independent occupation, profession or employment;
  - 2. any ownership of less than five percent of any class of stock of a corporation;
  - the authorized compensation paid to an official or employee for his office or employment;
  - 4. any economic benefit provided by the Board equally to all residents of the city.
  - time or demand deposit in a financial institution;
  - an endowment or insurance policy or annuity contract purchased from an insurance company;
  - compensation for property taken for use by the Board pursuant to the eminent domain power; and
  - economic interests or other rights obtained by Board employees through a collective bargaining agreement.
  - 9. a Board member's participation as an officer or director of a not for profit entity
- (I) "Doing business" means any one or any combination of sales, purchases, leases or contracts to, from or with the Board in an amount in excess of \$10,000.00 in any 12 consecutive months.
- (m) "Domestic partner" means anyone who is registered with the CPS Department of Employee Benefits as the Domestic Partner of any official or employee, or any person who qualifies to be registered as Domestic Partner based on following criteria: is at least 18 years of age, unmarried (single, divorced, widowed), and residing in the same residence with an unmarried official or employee of the same sex, these two not being related by blood closer than would bar marriage in the State of Illinois, and two of the following circumstances apply: (1) they have been residing together for at least 12 months; (2) they have common or joint ownership of a residence; (3) they jointly own a motor vehicle, credit account, checking account, or residential lease; or (4) one or both have declared the other as the primary beneficiary on his or her will.
- (n) "Employee" includes principals and all other employees of the Board, regardless of classification and regardless of whether employed on a full time or part time basis.
- (o) "Expenditure" means a payment, distribution, loan, advance, deposit, or gift of money or anything of value.

- "Financial interest" means (i) any interest as a result of which the owner currently (p) receives or is entitled to receive in the future more than \$2,500.00 per year: (ii) any interest with a cost of present value of \$5,000.00 or more; or (iii) any interest representing more than 10 percent of a corporation, partnership, sole proprietorship, form, enterprise. franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit. Financial interest shall not include (a) any interest of the spouse or domestic partner of an official or employee which interest is related to the spouse's or domestic partner's independent occupation, profession or employment; (b) any ownership through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (c) the authorized compensation paid to an official or employee for his office or employment (d) any economic benefit provided equally to all residents of the city. (e) a time or demand deposit in a financial institution; or (f) an endowment or insurance policy or annuity contract purchased from an insurance company
- (q) "Gift" means anything of value given without consideration or expectation of return
- (r) "Official" includes members of the Board and members of Local School Councils
- (s) "Person" means any individual or legal entity, whether or not operated for profit, and regardless of its form.
- (t) "Prohibited political activity" means:
  - Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
  - Soliciting contributions, including, but not limited to, the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
  - Soliciting, planning the solicitation of, or preparing any document or report regarding any thing of value intended as a campaign contribution.
  - Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
  - Surveying or gathering information from potential or actual voters in an election to determine possible vote outcome in connection with campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
  - Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question
  - Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
  - Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
  - Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
  - Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes.
  - 11. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
  - 12. Campaigning for any elective office or for or against any referendum question.
  - Managing or working on a campaign for elective office or for or against any referendum question.
  - 14. Serving as a delegate, alternate, or proxy to a political party convention.
  - 15. Participating in any recount or challenge to the outcome of any election, except to the extent that under subsection (d) of Section 6 of Article IV of the Illinois Constitution each house of the General Assembly shall judge the elections, returns, and qualifications of its members.
- (u) "Relative" means a person related to an official or employee, whether by blood, marriage or adoption and shall include the following: spouse, parent, son, daughter, step-son, stepdaughter, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, father-inlaw, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-brother, step-sister, half-brother, half-sister, first cousin, great aunt or uncle, or the spouse's sister-in-law, brother-in-law, or grandparents.
- (v) Use of the masculine includes the feminine.
- (w) Use of the singular includes the plural and use of the plural includes the singular.
- (x) "Secondary employment" means any non-Board employment or activity for which an employee receives any type of remuneration for services rendered.

#### 3. Fiduciary Duty

At all times in the performance of their public duties, officials and employees of the Board owe a fiduciary duty to the Board and to the taxpayers of the City of Chicago and the State of Illinois.

#### 4. Use of Board Property and Funds

Board property and funds shall be used only for Board purposes and in the manner specified or directed by the Board. No official or employee shall engage in or permit the misuse of Board property or funds

#### 5. Nepotism Prohibited

- (a) No official or employee of the Board, including principals, assistant principals and members of Local School Councils, shall hire or advocate for hiring, or appoint or advocate for appointment, in any Board facility, including any school, in which the official or employee serves or over which he exercises authority, supervision, or control any person (i) who is a relative or domestic partner of that official or employee, or (ii) in exchange for or in consideration of the hiring or appointment of any of that official's or employee's relative or domestic partner by any other official or employee.
- (b) No person may be hired for, or transferred to, a position in which he would exercise supervision and evaluation authority over a relative or domestic partner who is employed at that school or Board facility.
- (c) No person may become a contract principal at a school in which a relative or domestic partner of that person is employed or is a member of the Local School Council. No person, otherwise eligible, shall be a candidate for, or be appointed to, a Local School Council for a school where the person's relative or domestic partner is the principal.
- (d) The prohibitions contained in subsections (a), (b) and (c) will not apply when supervisory changes and/or teaching vacancies occur during the school term. In these instances, employees will be permitted to supervise relatives and domestic partners for the duration of the school year. However, no situation prohibited by subsection (a), (b), and (c) shall be permitted or accepted for the subsequent school year or thereafter.
- (e) No official or employee shall exercise Contract Management Authority where any relative or domestic partner of the official or employee is employed by or has contracts with any person doing work over which the official or employee has or exercises contract management authority.
- (f) No Local School Council Member may recommend or advocate any personnel action which affects any of his or her relatives or any domestic partner employed at the school affiliated with that Local School Council Member. No relative or domestic partner of a Local School Council Member shall be hired as a consultant, employee or in any other capacity at the school affiliated with that Local School Council Member. If a relative or domestic partner of a Local School Council Member is employed at the school at which the Local School Council Member serves, the Local School Council Member shall abstain from voting on approval of the expenditure plan and approval of the school improvement plan.
- (g) No official or employee shall use or permit the use of his position to assist any relative or domestic partner in securing employment or contracts with any person over whom the employee or official exercises Contract Management Authority. Employment of a relative or domestic partner of such an official or employee within six months after expiration of the official's term of office or the employee's employment shall be evidence that the relative's employment was obtained in violation of this Policy. Contracting with a relative or domestic partner of such an official or employee by such a person within six months before, during the term of, or within six months after the official's term of office or employment shall be evidence that the relative's or domestic partner's contract was obtained in violation of this Board Policy.

#### Economic Interest in Contracts and Board Work Prohibited for all Board Officials and Employees

- (a) No official of the Board or employee shall have a direct economic interest in his own name or in the name of any other person in any contract, work or business of the Board, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is either (i) paid with funds belonging to or administered by the Board or (ii) authorized by action of the Board.
- (b) A Board member who has an indirect economic interest in the name of any person, trustee, or corporation in any contract, work, business or sale on which the Board shall be called upon to vote shall: (i) disclose such economic interest publicly at a Board Meeting prior to any vote being taken on the matter and (ii) abstain from voting on the matter.

- (c) Unless sold pursuant to a process of competitive bidding following public notice, no official or employee shall have direct economic interest in the purchase of any property that: (i) belongs to the Board, or (ii) is sold by virtue of legal process in a suit involving the Board.
- (d) Board members shall use judgment to avoid conflicts of interest by recusing themselves or otherwise refrain from participating in the business matters of not for profit entities that also involve Board business or interests.
- (e) This Section 6 shall not apply to Local School Council members.

# 7. Economic Interest in Contracts and School Work Prohibited for all Local School Council Members

- (a) No Local School Council member shall have a direct or indirect economic interest, in his own name or in the name of any other person, proprietorship, partnership, trust or corporation in any contract, work or business of the school in which he serves. In addition, no Local School Council member shall have a direct or indirect economic interest in the sale, purchase or lease of any article, for which the expense, price or consideration is paid by his Local School Council or by the school in which he serves, if the member may be called upon to vote on entering into such sale, purchase or lease.
- (b) No Parent or Community Local School Council member shall receive any form or remuneration or parent stipend from his school, except that the Board of Education may provide for reimbursement of members of Local School Councils for reasonable and necessary expenses (excluding lodging or meal expenses) incurred in the performance of their duties.
- (c) A teacher representative on a Local School Council who intends to apply for the principalship of the school in which he or she serves as a council member shall abstain from voting on the question of whether the current principal's contract shall be renewed. If a teacher representative on a Local School Council votes on the question of whether the present principal's contract shall be renewed and if the Local School Council votes not to renew the contract of the present principal, the voting teacher representative shall be ineligible to apply for that vacancy. The teacher representative must resign from his Local School Council prior to the start of the selection process for the principalship. Any teacher representative who does not resign from his Local School Council prior to the start of the principal selection process shall be ineligible to apply for the position of principal at that school.

#### 8. Employee Exercising Contract Management Authority

An employee who exercises contract management authority regarding any Board business or transaction shall not exercise such authority in connection with:

- (a) Board business with an entity in which the employee has financial interest; or
- (b) Board business with a person with whom the employee has an employment relationship; or
- Board business with a person with whom the employee has a business relationship; or and
- (d) Any contract in which the employee's spouse or domestic partner has a financial interest, or
- (e) Board business with any entity (including not for profits) where the employee is a member of the entity's governing body.

#### 9. Conflict of Interest - Improper Influence

- (a) No official or employee shall make, participate in making, or in any way attempt to use his position to influence any Board decision or action in which he knows or has reason to know that he has any direct or indirect economic interest distinguishable from that of the general public.
- (b) No Board employee shall recommend or retain or hire as a Board employee or Board vendor any person with whom the employee has a business relationship.
- (c) No official or employee shall participate in any Board business that involves an entity (including not for profits) where the employee is a member of either the entity's governing body or the entity's management team.

#### 10. Offering, Receiving and Sollciting Gifts, Loans or Favors

(a) No person shall give to any official or employee, or to his spouse or domestic partner or other member of his household, and none of them shall solicit or accept, any anonymous gift.

- (b) No person shall give or offer to any official, employee or Board contractor, or to his spouse or domestic partner or other member of his household, and none of them shall accept, anything of value, including, but not limited to, a gift, favor, loan or promise of future employment, based upon any mutual understanding, either explicit or implicit, that the votes, official actions, decisions or judgments of any official, employee or Board contractor concerning the business of the Board would be influenced thereby. It shall be presumed that a non-monetary gift having a value of less than \$50.00 does not involve such an understanding.
- (c) No person who has a direct or indirect economic interest in a specific Board business, service or regulatory transaction shall give, directly or indirectly, to any official or employee whose decision or action may be substantially affect such transaction, or to his spouse or domestic partner or other member of his household, and none of them shall accept, any gift or loan of (i) cash or its equivalent regardless of value or (ii) an item or service other than an occasional one or nominal value (less than \$50.00), provided, however, that the items or services from any one source do not exceed a cumulative value of \$100.00 during any calendar year. Nothing herein shall be construed to prohibit such official or employee, or his/her spouse, domestic partner or other member of his household, from accepting gifts from relatives.
- (d) Except as prohibited in subsections (a) and (b), nothing in this Section X shall prohibit any person from giving or receiving: (i) an award publicly presented in recognition of public service; (ii) commercially reasonable loans made in the ordinary course of the lender's business; (iii) political contributions, provided they are reported to the extent required by law; (iv) reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances, or ceremonies related to official Board business, if furnished by the sponsor of such public event.
- (e) Any gift given in violation of the provisions of this Section shall be turned over to the Chief Financial Officer, who shall add the gift to the inventory of Board property.
- (f) Nothing in this Section 10 shall prohibit any official or employee, or his spouse or domestic partner or other member of his household, from accepting a gift on the Board's behalf; provided, however, that the person accepting the gift shall promptly report receipt of the gift to the Board and to the Chief Financial Officer, who shall add it to the inventory of Board property.
- (g) Any official or employee who receives any gift or money for participating in the course of his public employment in speaking engagements, lectures, debates or organized discussion forums shall report the payment to the Board within five business days

#### 11. Solicitation or Receipt of Money for Advice or Assistance

No official or employee, or his spouse, domestic partner or other member of his household, shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation of business of the Board; provided, however, that nothing in this Section 11 shall prevent an official or employee or the spouse or domestic partner of an official or employee from accepting compensation for services wholly unrelated to the official's or employee's official duties and responsibilities and rendered as part of his non-Board employment, occupation or profession.

#### 12. Secondary Employment

- (a) No employee may engage in any secondary employment that is in conflict with the duties or demands of his Board employment. Before obtaining or accepting any secondary employment that is not prohibited by the first sentence of this Section 12 (a), employee must notify the Ethics Officer of the following: the name and address of the secondary employer; the location of the proposed secondary employment, if different from the secondary employer's address; the nature and duties of the secondary employment, and the anticipated hours of the secondary employment. If the employee derives income from his own business or provides personal or professional services to third parties; such information, including the nature of the business or services and the approximate number of hours per month or year, as appropriate, spent on such business or service must be reported to the Ethics Officer.
  - (1) Before obtaining or accepting any secondary employment that is not prohibited by the first sentence of this Section 12 (a), the employee must complete the Board's Secondary Employment Approval Form and obtain written approval as indicated in the following section.
    - The Chief Executive Officer, the Chief Financial Officer, the General Counset, the Inspector General and all employees of the administrative office of the Board must obtain written approval from the President of the Board.
    - ii. Other executive officers and officers must obtain written approval from the Chief Executive Officer.
  - iii. Area office employees must obtain written approval from their Chief Area Officer
  - iv. School based employees must obtain written approval from their Principal
  - All other employees must obtain written approval from their department head or designee.

- (2) The Secondary Employment Approval Form must include at least the following information: the name and address of the secondary employer; the location of the proposed secondary employment, if different from the secondary employer's address, the nature and duties of the secondary employment, and the anticipated hours of the secondary employment. If the employee derives income from his own business or provides personal or professional services to third parties, such information shall also include the nature of the business or services and the approximate number of hours per month or year, as appropriate, spent on such business.
- (3) The completed Secondary Employment Approval Form, including appropriate supervisory approval, must be sent to the Ethics Officer. The Ethics Officer shall review all Secondary Employment Approval forms to ensure that the terms of employees' secondary employment complies with the Code. The Ethics Officer is authorized to reverse any secondary employment approvals that do not comply with this Policy or other applicable Board Policies or Rules.
- (b) No non-clerical employee of the office of the Chicago Board of Education or the office of the Board's Chief Executive Officer shall have any employment relationship with any entity other than the Board. Additionally, the following employees are precluded from all secondary employment except with the written approval of the Chief Executive Officer: all chiefs, department directors, and deputy directors; employees of the Department of Procurement and Contracts; and employees of the Office of the Inspector General and all other investigative employees. Attorneys in the Law Department except with the written approval of the General Counsel. Attorneys in the Law Department expressly are prohibited from performing legal work for or undertaking legal representation of any entity other than the Board of Education.
- (c) Employees are permitted to serve with compensation on the boards of directors of corporate entities that are not doing business with the Board or seeking to do business with the Board. Employees must obtain prior written approval from the appropriate supervisor as outlined in Section 12(a) above.

Nothing contained in this Policy shall prohibit employees from serving without compensation on the boards of not for profit corporations, provided that an employee shall recuse himself from any vote or discussion related to the not for profit doing business or seeking to do business with the Board. Further, employees who serve on not for profit boards, shall not participate in any way in the not for profit's business with the Board. This prohibition includes but is not limited to the discussion, planning or creation, supervision, development or implementation of any aspect of business that involves the not for profit corporation's business dealings with the Board. Board employees who are serving on not for profit boards shall either resign their Board employment or discontinue their service on the not for profit Board when there exists conflicts between their Board duties and the business of the not for profit.

#### 13. Use or Disclosure of Confidential Information

No current or former official or employee shall use or disclose, other than in the performance of his official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his position or employment. For purposes of this Section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended. Nothing in this Section shall limit the rights afforded to "whistle blowers" pursuant to 105 ILCS 5/34-2.4c.

#### 14. Representation of Other Persons

- (a) No official or employee may represent, or have a direct or indirect economic interest in the representation of any person other than the Board in any formal or informal proceeding or transaction before the Board or any of its committees. Nothing in this Section shall preclude any employee from performing the duties of his employment, or preclude any official from appearing without compensation before the Board or any Board committee in the course of his duties as an official.
- (b) No official or employee may have a direct or indirect economic interest in the representation of any person in any judicial or quasi-judicial proceeding before any administrative agency or court in which the Board or a Local school Council is a part and that person's interest is adverse to that of the Board or the Local School Council.

### 15. Contract Inducements

No payment, gratuity or offer of employment shall be made in connection with any Board or Local School Council contract by or on behalf of a subcontractor to the prime contractor or higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. This prohibition shall be set forth in every Board contract and solicitation therefore.

# 16. Post-employment and Post-membership Restrictions

(a) No former official or employee shall assist or represent any person other than the Board in any judicial or administrative proceeding involving the Board, if the official or employee was counsel of record or participated personally and substantially in the proceeding during his term of office or employment.

- (b) No former official or employee shall, for a period of one year after the termination of the official's or employee's term of office or employment, assist or represent any person in any business transaction involving the Board, if the official or employee participated personally and substantially in the subject matter of the transaction during his term of office or employment; provided, that if the official or employee exercised Contract Management Authority with respect to a contract, this prohibition shall be permanent as to that contract.
- (c) No former Board Member shall be eligible for employment by the Board in any capacity for a period of one year after the termination of his membership on the Board. During the same year, the Board shall not enter into any contracts or agreements for goods and/or services with the former member or any entity, other than a publicly traded corporation, employing the former member, unless the former member receives less than \$1,500 per year from the aforesaid entity.
- (d) No Local School Council member shall be eligible for any type of employment at the school at which he served as a member of the school's Local School Council, for a period of one year after the termination of his membership on said Local School Council. This paragraph (d) shall not apply to principal or teacher Local School Council members.
- (e) No former Board Member shall have any direct or indirect economic interest in any Board contract for a period of one year after the termination of his membership on the Board.
- (f) No Local School Council member shall have any direct or indirect economic interest in a contract involving the school at which he served as a Local School Council member for a period of one year after the termination of his membership on said Local School Council.

#### 17. Disclosures

- (a) An employee must file with the Board's Chief Purchasing Office, on a form to be provided by the Office of the Chief Purchasing Officer, any ownership interest that his or her spouse or domestic partner has in an entity that does business with the Board.
- (b) All contracts and leases to which the Board is a party shall be accompanied by a disclosure of the name and address of:
  - each attorney who was retained by the Board vendor in connection with the contract or lease;
  - each lobbyist who was retained by the Board vendor in connection with the contract or lease;
  - each consultant who was retained by the Board vendor in connection with the contract or lease; and
  - any other person who will be paid any fee for communicating with Board employees or officials when such communications are intended to influence the issuance of the contract or lease.
- (c) The above-listed disclosures, as well as any other disclosures that must be submitted to the Board by persons entering into contracts or leases with the Board, are to be kept in a form which allows their inspection by the public or any other entity.
- (d) In order to assist candidates for public office in monitoring compliance with Chicago's ordinance which sets an upper limit of \$1,500.00 on campaign contributions by an entity that does business with the Board or has done business with the Board during the past four years, the office of the Board's Chief Purchasing Officer shall submit to the City of Chicago a list of all entities that have done business with the Board during the past four years. A revised list including this information shall be submitted to the City each month.

#### 18. Filing of Statements of Economic Interests

All employees and Board officials must file annual Statements of Economic Interests as required by Board Rule and Policies.

#### 19. Prohibited Political Activities

- (a) Employees shall not intentionally perform any prohibited political activity during any compensated time (other than vacation, personal, or compensatory time off). Employees shall not intentionally misappropriate any Board property or resources by engaging in any prohibited political activity for the benefit of any campaign for elective office or any political organization.
- (b) At no time shall any Board member, supervisor, or employee intentionally misappropriate the services of any employee by requiring that employee to perform any prohibited activity (i) as part of that employee's duties, (ii) as a condition of employment, or (iii) during any time off that is compensated by the Board (such as vacation, personal, or compensatory time off).

- (c) An employee shall not be required at any time to participate in any prohibited political activity in consideration for that employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise.
- (d) An employee shall not be awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the employee's participation in any prohibited political activity.
- (e) Nothing in this Section prohibits activities that are otherwise appropriate for an employee to engage in as a part of his or her official employment duties or activities that are undertaken by an employee on a voluntary basis as permitted by law.
- (f) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, or a political party, or of a political organization or club.

#### 20. Ethics Advisor

- (a) The Chief Executive Officer, with the advice and consent of the Board of Education, shall designate an Ethics Advisor for the Board of Education. The duties of the Ethics Advisor may be delegated to an officer or employee of the Board of Education unless the position has been created as an office by the Board of Education.
- (b) The Ethics Advisor shall provide guidance to the officers and employees of the Board of Education concerning the interpretation of and compliance with the provisions of this policy and State ethics laws. The Ethics Advisor shall perform such other duties as may be delegated by the Board of Education.

#### 21. Penalties for Violations

- (a) Any employee who violates this Board Policy may be subject to discipline, including suspension or dismissal.
- (b) Any official who violates this Board Policy may be subject to disqualification from office
- (c) Any person found to have violated those provisions of this Policy covered by the State Officials and Employees Ethics Act, where no other penalty is specifically provided, may be referred to the appropriate prosecutorial authority and may be subject to a fine of not less than \$500.00 and not more than \$2,000.00.
- (d) Any Board contractor found to have violated any provision of this Policy may be prohibited from entering into any contract with the Board of Education for up to three years.

#### 22. Statutory Compliance

Those covered by this policy shall abide by any and all applicable state and federal statutes that pertain to the matters addressed in this Code of Ethics.

#### 23. Effective Date

This Board Policy shall be in effect beginning June 23, 2004, except where the above enumerated conduct was previously prohibited by law or current or previous Board policy. Amendments to this policy take effect upon Board approval.

This Code of Ethics of the Chicago Board of Education supercedes Resolution 90-0117-RS2 to Prohibit Conflicts of Interests, enacted on January 17, 1990.

Board Report 10-0428-PO1 was withdrawn.

10-0428-PR33

**DEFERRED** 

# APPROVE ENTERING INTO AN AGREEMENT WITH THE UNIVERSITY OF CHICAGO

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

Approve entering into an agreement with the University of Chicago (U of C or University), acting through its School of Social Service Administration - Network for College Success (the Network) to provide

consulting services to the Office of Human Capital at a cost not to exceed \$2,325,000. The University was selected on a non-competitive basis because of the Network's unique program design and its history of providing high quality professional development to CPS high school principals and their teams. During the 2009-2010 school year, the Board entered into a contract with the U of C/the Network to research the effectiveness of CPS high school leadership and to develop a program to specifically address the University's findings. As a result of that research, the U of C proposed a brand new model of high school leadership, not used in any other district in the country, and developed a program and curriculum to implement the model. At the same time, the Network, in a new pilot program, provided intensive training, coaching, and data support to principals of schools in Area 21 in order to improve student achievement in the areas of high school graduation, college enrollment and PSAE scores.

The requested agreement launches the proposed training program in order to implement the new leadership model in a pilot of three to five high-need CPS high schools. Under this agreement, the Network shall: (1) administer a professional development program to train leadership teams for placement in CPS high schools, including hiring, training, and supervising all faculty; recruiting and selecting students; implementing a newly-developed curriculum tailored to the needs of CPS high schools; awarding certification to program graduates; supervising residencies and fieldwork; and helping to place graduating teams in permanent positions in CPS high schools; (2) provide two years of professional training to new principals and leadership teams graduating from the leadership program; (3) administer an intensive support network for Area 21 principals; and (4) conduct a rigorous program evaluation of the impact of the pilot leadership model on student achievement and its feasibility for large-scale adoption in CPS high schools.

A written agreement for the University's services is currently being negotiated. No services shall be provided by and no payment shall be made to the University 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.

CONSULTANT: University of Chicago

School of Social Service Administration

Network for College Success

5801 S. Ellis Chicago, IL 60637 Vendor #: 33123

Contact: Mary Ann Pitcher, Project Director

Phone: (773) 702-1732

USER: Chief Human Capital Officer

Chicago Public Schools 125 S. Clark – 2<sup>nd</sup> Floor Chicago, IL 60603

Contact Person: Alicia Winckler, Chief Officer

Phone: 773-553-1070

**TERM:** The term of this agreement shall commence on the date the agreement is signed and shall end on August 31, 2011. This agreement shall have two options to renew for periods of one year each. The cost of each renewal shall not exceed \$2,500,000.

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

### SCOPE OF SERVICES:

> The School Leadership Preparation Program: The Network shall implement a high school leadership preparation program that will train teams of administrators in the skills necessary to run CPS' large, high-need high schools. The training program is built on a new model of high school leadership that includes a Principal and four Directors with responsibility for a discrete area of the schools' functions: a Director of Operations (who will oversee technology, budget, facilities, safety and security, human resources, food services, and procurement); a Director of Students (who will be responsible for the schools' counselors, social workers, psychologists, post-secondary work, discipline and attendance, and freshmen and student academic support); a Director of Instruction (who will oversee the schools' instructional leadership teams, curriculum and assessment, academic programs, and recruitment and professional development of teachers); and a Director of Student Development and Family and Community Partnerships (who will be responsible for extracurricular activities, student learning, family engagement, athletics, and community partnerships).

The one-year intensive training program shall have three core elements: (1) a 12-month residency in a CPS high school; (2) a concurrent year of course work, seminars and field work led by U of C faculty; and (3) leadership development and coaching for principals and high school leader who have completed the training program.

Network for College Success: The Network also shall provide professional development services and support to Chicago Public School principals under the Network's existing leadership development program. The Network will continue to work with Area 21 principals, providing one-on-one coaching to principals, lead teachers and other high school administrators in the areas of instructional leadership. use of data, change management, and organizational leadership. The Network will continue to expand its support related specifically to Freshmen through its Freshman Success Project, and will work with participating schools' college counselors through the Network's College Counselors Collaborative.

#### **DELIVERABLES:**

- > For the School Leadership Preparation Program, the Network shall accomplish all of the following during the term of the contract:
  - Recruit and select up to 25 students;
  - · Hire, train and supervise clinical and academic faculty;
  - Administer four quarters of coursework on topics that include (1) instructional and organizational leadership; (2) teaching and adult development; (3) creating effective schools; and (4) change management strategies;
  - Supervise year-long residency in a CPS high school;
  - Provide access to national experts in high school administration, best practices, and current research from the U of C;
  - Supervise field work and run an intensive skills seminar;
  - Evaluate program participants for completion of program and placement in permanent position in CPS high schools upon graduation;
  - After one-year of permanent placement of leadership teams in CPS high schools, define and conduct research into effect of new leadership model on student achievement.
- > For the Network for College Success Program, the Network shall:
  - Hire, train and supervise coaches to work with Area 21 principals and graduates of the Leadership program;
  - Provide research and data support to Network principals;
  - Provide training and coaching in the areas of assessment, data use, leadership, and change management;
  - Provide data and training around transition from elementary to high school;
  - Provide professional development to college counselors to enhance college enrollment and acceptance;
  - · Provide access to up-to-date research and best practices related to high schools

**COMPENSATION:** The U of C shall be paid as specified in the agreement, with total payments not to exceed the sum of \$2,325,000.

# 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 Human Capital Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2 of the Remedial Program for Minority and Women Business Enterprise Participation in Goods & Service Contacts this transaction is exempt from review because the consultant is a University.

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

FINANCIAL: Charge to the Office of Human Capital: \$2,325,000 Fiscal Year: 2011

Charge to the Office of Human Capital: \$2,500,000 Fiscal Year: 2012 & 2013

Budget Classification: 11095-353-54125-221311-494033

Source of Funds: Title IIA

# **GENERAL CONDITIONS:**

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

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

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

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

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

# Board Report 10-0428-PR33 was deferred.

#### 10-0428-PR34

#### WITHDRAWN

# APPROVE ENTERING INTO AN AGREEMENT WITH PROACT SEARCH FOR CONSULTING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Proact Search to provide consulting services to the Office of Principal Preparation and Development at a cost not to exceed \$250,000.00. Consultant was selected on a non-competitive basis because the district has been unable to identify another firm specializing in national recruitment for large urban public school system principals. Proact Search is uniquely qualified to meet the needs of the district at this time. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

# **VENDOR:**

1) Vendor # 99884
PROACT SEARCH, LLC
1215 WASHINGTON AVE., STE 100
WILMETTE, IL 60091
Gary Solomon
800-944-6129

# USER:

Principal Preparation and Development 125 S Clark Street - 19th Floor Chicago, IL 60603

Contact: Monica Santana Rosen, Oppd

Phone: 773-553-1515

### TERM.

The term of this agreement shall commence on May 1, 2010 and shall end June 30, 2011. This agreement shall have three (3) options to renew for periods of twelve (12) months each at a cost not to exceed \$250,000.00 per year.

# **EARLY TERMINATION RIGHT:**

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

# SCOPE OF SERVICES:

Consultant will provide services to assist the district in effectively recruiting high caliber candidates for CPS principal positions. During the original term of the agreement, the consultant will provide the following:

### Development of a Fit Index

This includes full development of a tool to measure how well the candidate seems to fit the needs of a school. The tool will measure candidate fit for a school based on several indicators such as relevant background and experience, and alignment with CAO and LSC needs for the schools.

### **Full Placement Support**

This includes being available to support Chief Area Officers as they work to identify and select candidates for potential principal selection. Activities will include consulting CAO's on school leadership needs, pre-screening candidates, presenting candidate credentials and evaluation rubric.

### **DELIVERABLES**

Consultant will deliver a candidate fit index and provide support for school leadership screening and selection.

#### OUTCOMES:

Consultant's services will result in an effective measure of candidate fit for every new principal placement. Consultant's services will also result in at least 90% of CAOs reporting successful selection and placement of principal candidates because of the support they received from the Office of Principal Preparation and Development and Proact.

#### COMPENSATION:

Consultant shall be paid as follows: up to \$40,000.00 for the development of the Fit Index tool, and up to \$210,000.00 for placement services (see graph below) to be paid on a sliding scale for any placements made; total payment not to exceed the sum of \$250,000.00.

# of Searches	Service Fee (per search)	Recruitment Fee (per search)
0-25	\$4,500	\$1,250
26-50	\$4,000	\$1,150
51-75	\$3,500	\$1,000
76-100	\$2,000	\$850
101-125	\$1,800	\$700
126-160	\$1,560	\$550
		=

#### REIMBURSABLE EXPENSES:

None.

#### **AUTHORIZATION:**

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

#### **AFFIRMATIVE ACTION:**

This 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 requirements for this agreement include: 25% total MBE and 5% total WBE participation.

The vendor has identified and scheduled the following independent consultants:

### Total MBE - 25%

Ernie Harper (AA) Shahran Spears (AA) Eduardo Mancera (H)

# Total WBE - 5%

Rebecca McCabe Rebecca Wall

Angela Isley

# LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Charge to the Office of Principal Preparation and Development: \$250,000.00

13810-353-54125-221307-528408-2010

\$250,000.00

# CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

# Board Report 10-0428-PR34 was withdrawn.

# 10-0428-PR41

#### WITHDRAWN

# APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS CONSULTANTS TO PROVIDE SCHOOL DIAGNOSTIC SERVICES FOR PROBATIONARY HIGH SCHOOLS AND ELEMENTARY SCHOOLS

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Class Measures Ltd., SPC Consulting, LLC and School Works LLC to provide consulting services to deliver school diagnostic services for probationary high schools and elementary schools at a cost not to exceed \$4,223.625.00. Consultants were selected on a competitive basis pursuant to Board Rule 7-2 through a duly advertised Request For Proposals (Specification No.: 09-250073). No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number:

09-250073

Contract Administrator :

Pamela Seanior / 773-553-2254

VENDOR:

- 1) Vendor # 95169 CLASS MEASURES LTD. 100 TOWER PARK DRIVE., STE A WOBURN, MA 01810 Peter Davies 781-939-5699
- Vendor # 68385 SPC CONSULTING, LLC 737 NORTH MICHIGAN AVE., STE 1925 CHICAGO, IL 60611 Nely Bergsma 312-306-9996
- 3) Vendor # 80634 SCHOOL WORKS, LLC 100 CUMMINGS CTR. STE 236C BEVERLY, MA 01915 Ledyard McFadden 978-921-1674

# USER:

Turn - Around Schools 125 S Clark Street Chicago, IL 60603

Contact:

Donald Fraynd, Turnaround Officer

Phone:

773-553-2336

### TERM

The term of these agreements shall commence upon the date of execution and end June 30, 2012. The agreements shall have two (2) options to renew each for a period of twelve (12) months.

# **EARLY TERMINATION RIGHT:**

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

# SCOPE OF SERVICES:

I. School Site Visits: Consultants will be expected to visit the identified school at the request of the Chief Area Officer for a minimum of three (3) days, spending at least (5) hours per day engaged in interviews and observations at the school. School visits shall be conducted by teams that include a minimum of three members, at least one (1) of whom shall have past successful experience as a school-based leader (e.g. department chair, mid-level leader or administrator). All team members shall have expertise in diagnosing the leadership and organizational capacity of an organization. Activities to take place shall include but are not limited to the following:

a.) Interviews with school leadership, including principals, administrators and teachers;

- b.) Classroom observations;
- c.) Conversations with students:
- d.) Meetings with the school's key working groups;
- e.) Collection and subsequent analysis of school budget and School Improvement Plan for Advancing Academic Achievement (SIPAAA) information to support questions regarding the relationship towards school improvement efforts and the allocation of resources;
- f.) Collection and subsequent analysis of current school attendance, misconduct and academic achievement data to support questions regarding trends and the outcome of explicit efforts to address noted trends; and
- g.) Other information gathering activities deemed necessary and relevant.

Reports shall address the presence and effectiveness of performance management strategies and activities (regular discussions regarding student data, using data to make decisions to improve student learning, etc.) Reports shall also contain an appendix with summarized interview notes, classroom observation reports, notes on observed school working groups and any other evidence necessary to support report findings.

II. The school visits shall be completed over the course of a three (3) day period, and the diagnostic report shall be completed over a two (2) day period, with final reports and recommendations due five (5) days after the first day on which a school visit is conducted and no later than fourteen (14) days after the school visit.

Services from the Consultants shall only be initiated by the Chief Education Officer or the Chief Area Officers.

#### **DELIVERABLES:**

Following the school visitation, consultant shall be expected to provide a detailed, evidence-based report that focuses on the capacity of the school's principal and school-based leadership team to drive positive change with respect to academics, culture and community within four dimensions:

- a.) Structures: The way in which the organization is structured with respect to roles, responsibilities and accountability relationships;
- b.) Human Resources: The established practices for training, mobilizing and supporting all school-based personnel.
- c.) Project Management: The way in which work is distributed and shared with multiple factions in order to accomplish positive school and student outcomes; and
- d.) Performance Activities: The activities that manage effective performance and that communicate the vision, mission and goals of the school.

#### OUTCOMES:

Consultants' services shall result in preliminary recommendations and the school diagnostic report. Based on the school diagnostic report. Consultants shall submit specific recommendations, rated with respect to order of importance and urgency, to provide schools the data to make informed decisions for student development and growth. These recommendations shall include detailed descriptions of suggested services and supports that address each of the following school characteristics:

- a.) Leadership and organizational capacity: 1) Structures (including organizational chart and resource allocation modification); 2) Human Resources (including recommendations for improvement-focused professional development and support for high performers); 3) Project Management and 4) Performance Activities; and
- b.) Performance Management

### COMPENSATION:

Consultants shall be paid upon invoicing after services have been performed. Total compensation to all Consultants shall not to exceed the sum of \$4,223,625.00.

# REIMBURSABLE EXPENSES:

None

### **AUTHORIZATION:**

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

# **AFFIRMATIVE ACTION:**

The goals for this agreement are 20% total MBE and 20% total WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subject to aggregated compliance reviews and monitored on a monthly basis.

### LSC REVIEW

Local School Council approval is not applicable to this report.

# FINANCIAL:

Various

CFDA#: Not Applicable

# GENERAL CONDITIONS:

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

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

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

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

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

# Board Report 10-0428-PR41 was withdrawn.

#### 10-0526-RS1

# RESOLUTION HONORING BARBARA EASON-WATKINS, ED. D CHIEF EDUCATION OFFICER TO THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

WHEREAS, Dr. Barbara Eason-Watkins will retire from the Chicago Public Schools on June 30, 2010 after 35 years of faithful and dedicated service; and

WHEREAS, Dr. Eason-Watkins received a Bachelor's Degree with honors in Elementary Education from the University of Michigan, a Master's Degree in Educational Administration and Supervision from Chicago State University, and a Doctorate in Education, with a specialty in Curriculum and Instruction, from Loyola University Chicago; and

WHEREAS, Dr. Eason-Watkins' career at Chicago Public Schools began as the Principal of Mollison Elementary School where she served from 1985 until 1988, and

WHEREAS, Dr. Eason-Watkins also served as the Principal at McCosh Elementary School (known today as Emmett Till Math & Science Elementary) from 1988 until 2001, and during her leadership at that school students meeting national norms increased 33% in math and 51% in reading. And in 2001, while Dr. Eason-Watkins was principal, McCosh had one of the highest ISAT scores among schools with more than 95% of the students eligible for free or reduced price lunch.

WHEREAS, Dr. Eason-Watkins was appointed Chief Education Officer of the Chicago Public Schools in 2001 by the Chief Executive Officer, Arne Duncan and has continued in that role for the past nine years; and

WHEREAS, as the lead curriculum and instruction strategist for the third largest school district in the nation, Dr. Eason-Watkins has led efforts to reform policies and institute key initiatives to diminish the lingering achievement gap including more focused attention on early childhood and comprehensive supports for turnaround schools; and

WHEREAS, under Dr. Eason-Watkins' leadership the district has garnered a catalogue of accomplishments, which include: largest award recipient in the nation for a \$24.5 million literacy grant sponsored by the U.S. Department of Education; increasing the number of National Board Certified Teachers at CPS from 73 in 2001 to 1494 in 2009; increasing the number of students with access to and taking Advanced Placement courses; sustaining expanded learning opportunities for pre-school through 12th grade students despite budget constraints; and

WHEREAS, Dr. Eason-Watkins has received numerous awards for her continued commitment to education including: the Whitman Award for Excellence in Educational Leadership in 1989; CPS Principal of Excellence Award in 1990 & 1995; Phi Delta Kappa Educator of the Year in 1995, CPS Principal Leadership Award in 1997; the Telly Award for the Virtual Pre-K Project in 2002; the Pastor's Network Keeper of the Dream Award in 2002; Chicago Teachers College/Chicago State University Alumni Association Award Winner: Excellence in Education in 2004; Loyola University Chicago Founders' Dinner Award Recipient Damen Award in 2004; Tsunami Foundation Storm Award in 2004; Recognition as the Most Powerful Woman in Education by the Chicago Sun-Times in 2004; Co-Author of the Highly Successful Publication. "On Common Ground: The Power of Professional Learning Communities"; Kathy Osterman Award Winner: Outstanding Executive Employee in 2007; and, the Niagara Peace & Dialogue Award Winner: Education Award in 2008; and

WHEREAS, Dr. Eason-Watkins has spent her entire 35-year professional career working with schools, students, teachers, parents, community organizations and members to improve the quality of public education;

NOW, THEREFORE, BE IT RESOLVED, that we, the President and Members of the Chicago Board of Education, gathered here this 26<sup>th</sup> day of May, 2010, do hereby extend to Dr. Barbara Eason-Watkins our thanks for her faithful services and offer our most sincere gratitude for her contributions to the Chicago Public Schools and the children of the City of Chicago; and

**BE IT FURTHER RESOLVED,** that a suitable copy of this resolution be made available to Dr. Barbara Eason-Watkins.

# RESOLUTION RE: GWENDOLYN BROOKS HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2010 GIRLS BOWLING CHAMPIONSHIP

WHEREAS, Gwendolyn Brooks High School culminated the 2010 girls bowling season by winning the Chicago Public Schools Girls Bowling Championship on February 10, 2010, at Habetler Bowl; and.

WHEREAS, the members of the girls bowling team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Dushon Brown; Head Coach, Nicole Weaver, Athletic Director. Clark P. Morgan; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of May, 2010, do hereby commend the Gwendolyn Brooks Lady Eagles for the memorable achievement of winning the Public League's 2010 Championship.

# 10-0526-RS3

# RESOLUTION RE: CLEMENTE HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2010 BOYS BOWLING CHAMPIONSHIP

WHEREAS, Clemente High School culminated the 2010 boys bowling season by winning the Chicago Public Schools Boys Bowling Championship on January 27, 2010, at Habetler Bowl, and,

WHEREAS, the members of the boys bowling team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Leonard Kenebrew; Head Coach, Eddie Irizarry, Athletic Director, Harold Triche; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of May, 2010, do hereby commend the Clemente Wildcats for the memorable achievement of winning the Public League's 2010 Championship.

### 10-0526-RS4

# RESOLUTION RE: LANE TECH HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2010 BOYS WRESTLING CHAMPIONSHIP

WHEREAS, Lane Tech High School culminated the 2010 wrestling season by winning the Chicago Public Schools Boys Wrestling Championship on January 23, 2010, at Chicago State University; and,

WHEREAS, the members of the boys wrestling team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Antoinette LoBosco; Head Coach, Mark Miedona; Athletic Director, Richard Rio; and.

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of May, 2010, do hereby commend the Lane Tech Indians for the memorable achievement of winning the Public League's 2010 Championship.

# RESOLUTION RE: MORGAN PARK HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2010 BOYS BASKETBALL CHAMPIONSHIP

WHEREAS, Morgan Park High School culminated the 2010 wrestling season by winning the Chicago Public Schools Boys Basketball Championship on February 19, 2010, at University of Illinois Chicago; and,

WHEREAS, the members of the boys basketball team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Beryl Shingles; Head Coach, Nick Irvin; Assistant Coaches, Delbert Howell and Derrick Smith; Athletic Director, Thomas Johnson; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of May, 2010, do hereby commend the Morgan Park Mustangs for the memorable achievement of winning the Public League's 2010 Championship.

# 10-0526-RS6

# RESOLUTION RE: MORGAN PARK HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2010 LARGE POM PON CHAMPIONSHIP

WHEREAS, Morgan Park High School culminated the 2010 large pomipon season by winning the Chicago Public Schools Large Pom Pon Championship on April 24, 2010, at at Emil and Patricia Jones Convocation Center; and,

WHEREAS, the members of the large poin poin team worked together as a conesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Beryl Shingles; Head Coach, Darlene Pollard, Athletic Director, Thomas Johnson; and.

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of May, 2010, do hereby commend the Morgan Park Lady Mustangs for the memorable achievement of winning the Public League's 2010 Championship.

# 10-0526-RS7

# RESOLUTION RE: NORTHSIDE COLLEGE PREP HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2010 SMALL POM PON CHAMPIONSHIP

WHEREAS, Northside College Prep High School culminated the 2010 small pom pon season by winning the Chicago Public Schools Small Pom Pon Championship on April 24, 2010, at Emil and Patricia Jones Convocation Center; and,

WHEREAS, the members of the small pom pon team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Barry Rodgers; Head Coach, Dennis Aguliar, Athletic Director, Andrew Mayer; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of May, 2010, do hereby commend the Northside College Prep Lady Mustangs for the memorable achievement of winning the Public League's 2010 Championship.

# RESOLUTION RE: UNIVERSITY OF CHICAGO WOODLAWN HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2010 SMALL CHEERLEADING CHAMPIONSHIP

WHEREAS, University of Chicago Woodlawn High School culminated the 2010 small cheerleading season by winning the Chicago Public Schools Small Cheerleading Championship on April 24, 2010, at Emil and Patricia Jones Convocation Center; and,

WHEREAS, the members of the small cheerleading team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess, and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Shayne Evans; Head Coach, Catherine Calloway, Athletic Director Billy Bundy; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

**NOW, THEREFORE, BE IT RESOLVED,** that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of May, 2010, do hereby commend the University of Chicago Lady Torches for the memorable achievement of winning the Public League's 2010 Championship.

#### 10-0526-RS9

# RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2010 GIRLS BASKETBALL CHAMPIONSHIP

WHEREAS, Whitney Young High School culminated the 2010 girls basketball season by winning the Chicago Public Schools Girls Basketball Championship on February 4, 2010, at DePaul McGrath Hall; and.

WHEREAS, the members of the girls basketball team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Corry Irvin, Assistant Coach, Dery-Carter; Athletic Director, Christopher Cassidy, and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of May, 2010, do hereby commend the Whitney Young Lady Dolphins for the memorable achievement of winning the Public League's 2010 Championship.

# 10-0526-RS10

# RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2010 LARGE CHEERLEADING CHAMPIONSHIP

WHEREAS, Whitney Young High School culminated the 2010 large cheerleading season by winning the Chicago Public Schools Large Cheerleading Championship on April 24, 2010, at Emil and Patricia Jones Convocation Center; and,

WHEREAS, the members of the large cheerleading team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Artice Kelly: Athletic Director, Christopher Cassidy; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

**NOW, THEREFORE, BE IT RESOLVED**, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of May, 2010, do hereby commend the Whitney Young Lady Dolphins for the memorable achievement of winning the Public League's 2010 Championship.

# RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2010 HIP HOP CHAMPIONSHIP

WHEREAS, Whitney Young High School culminated the 2010 hip hop season by winning the Chicago Public Schools Hip Hop Championship on April 24, 2010, at Emil and Patricia Jones Convocation Center; and,

WHEREAS, the members of the hip hop team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Tonay Tucker; Athletic Director. Christopher Cassidy; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Pub ic Schools.

**NOW, THEREFORE, BE IT RESOLVED,** that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of May, 2010, do hereby commend the Whitney Young Lady Dolphins for the memorable achievement of winning the Public League's 2010 Championship

# 10-0526-RS12

# RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2010 BOYS SWIMMING CHAMPIONSHIP

WHEREAS, Whitney Young High School culminated the 2010 boys swimming season by winning the Chicago Public Schools Boys Swimming Championship on February 11, 2010, at University of Illinois at Chicago; and

WHEREAS, the members of the boys swimming team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Andrew Parro, Athletic Director, Christopher Cassidy; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

**NOW, THEREFORE, BE IT RESOLVED,** that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of May, 2010, do hereby commend the Whitney Young Dolphins for the memorable achievement of winning the Public League's 2010 Championship.

# 10-0526-RS13

# RESOLUTION RE: WHITNEY YOUNG HIGH SCHOOL WINNERS OF THE PUBLIC LEAGUE'S 2010 BOYS AND GIRLS CHESS CHAMPIONSHIP

WHEREAS, Whitney Young High School culminated the 2010 boys and girls chess season by winning the Chicago Public Schools Boys and Girls Chess Championship on January 23, 2010, at the Office of Sports Administration and Facilities Management; and,

WHEREAS, the members of the boys and girls chess team worked together as a cohesive unit and demonstrated excellence, tenacity, dedication and superior prowess; and,

WHEREAS, the superb performance of the team members reflects the excellent training and support received from the Principal, Dr. Joyce Kenner; Head Coach, Paul Kash; Athletic Director, Christopher Cassidy; and,

WHEREAS, the poise and good sportsmanship of the members of the team throughout the season earned the admiration of all and reflect positively upon the school, community and Chicago Public Schools.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board President and Members of the Board of Education of the City of Chicago, gathered here this 26<sup>th</sup> day of May, 2010, do hereby commend the Whitney Young Dolphins for the memorable achievement of winning the Public League's 2010 Championship.

# President Richardson-Lowry thereupon declared Board Reports 10-0526-RS1 through 10-0526-RS13 accepted.

# 10-0526-RS14

#### RESOLUTION REGARDING SECONDARY EMPLOYMENT BY EXECUTIVE OFFICERS

Notwithstanding any contrary provisions of the Code of Ethics governing secondary employment, executive officers may engage in secondary employment subject to the following conditions:

- The Ethics Advisor determines that the request complies with all applicable provisions of the Code of Ethics.
- The Chief Financial Officer or designee determines that the proposal does not involve a conflict of interest.
- The General Counsel or designee determines that the proposal does not violate any applicable laws.
- Under no circumstances shall secondary employment be permitted during Board compensated time, including vacation, sick and personal business days.

This resolution shall be in full force and effect upon adoption.

#### 10-0526-RS15

RESOLUTION AUTHORIZING PARTICIPATION WITH THE CITY OF CHICAGO AND THE ISSUANCE BY THE CITY OF ITS GENERAL OBLIGATION BONDS – MODERN SCHOOLS ACROSS CHICAGO PROGRAM, PHASE II INCLUDING NEGOTIATING, EXECUTING AND DELIVERING INTERGOVERNMENTAL AGREEMENTS WITH THE CITY OF CHICAGO AND THE PUBLIC BUILDING COMMISSION OF CHICAGO

WHEREAS, the Board of Education of the City of Chicago (the "Board") has the responsibility for maintaining the system of public education within the City of Chicago (the "City"), including, as needed, the development and construction of new schools in conjunction with the Public Building Commission of Chicago, an Illinois municipal corporation (the "Commission"), and the rehabilitation and renovation of existing schools, and

WHEREAS, in order to ensure that all students receive the highest quality education and that all communities have high quality education facilities, the Board is in the process of and will continue to construct new schools and renovate and rehabilitate existing schools to serve the needs of the community and the student populations; and

WHEREAS, the Board has heretofore identified certain elementary and high schools within the City as projects to be acquired, constructed, renovated and equipped as part of the Modern Schools Across Chicago Program, Phase II (the "Program"), a portion of which schools are identified in the hereinafter defined City – Board Intergovernmental Agreement; and

WHEREAS, by an Ordinance approved by the City Council of the City (the "City Council") at a meeting on December 13, 2006, appearing in the Journal of Proceedings of the City Council for such date, as amended by an Amended Substitute Ordinance approved by the City Council on May 12, 2010, appearing in the Journal of Proceedings of the City Council for such date (collectively, the "Bond Ordinance"), a copy of which is on file with the Secretary of the Board, the City Council has determined that it is necessary and in the best interests of the City that the City issue its General Obligation Bonds in multiple series at one or more times in an aggregate amount not to exceed \$800,000,000 (the "Bonds") for, but not limited to, among other matters, one or more of the following purposes:

- (a) paying the cost of acquiring, designing, constructing or renovating the elementary and high school facilities and related improvements described in the Bond Ordinance and in the hereinafter defined City Board Intergovernmental Agreement (the "Projects") for the use of the Board;
- (b) paying and retiring certain outstanding Tax Increment Allocation Revenue Notes of the City (the "Prior Notes") previously issued by the City in favor of the Board to support the repayment of principal of, interest and, where appropriate, premium on certain general obligation bonds of the Board (the "Prior Board Obligations"), all as further described in the Bond Ordinance;
  - (c) paying the cost of any bond insurance policy or other credit enhancement facility, if any,
  - (d) paying a portion of interest to accrue on the Bonds; and
- (e) paying expenses incurred in connection with the issuance of the Bonds, the refunding of the Prior Notes and the defeasance of the Prior Board Obligations; and

WHEREAS, the Projects are expected to be acquired, designed, constructed and renovated in distinct phases as agreed to between the City and the Board; and

WHEREAS, by the Bond Ordinance, the City Council has determined that the costs of acquiring, designing, construction and renovating the Projects to be paid from proceeds of the Bonds constitute "capital costs of a taxing district" within the meaning and for the purposes of the Illinois Tax Increment Allocation Redevelopment Act, as amended (the "Act") and that such costs are consistent with the City's program for accomplishing the objectives of certain applicable redevelopment plans for certain Redevelopment Project Areas (as defined in the Bond Ordinance); and

WHEREAS, on January 30, 2007, the City issued and delivered \$356,005,000 of its General Obligation Bonds, Series 2007A-K (Modern Schools Across Chicago Program) (the "Series 2007 Bonds"), under the Bond Ordinance for the purpose of financing a portion of the Projects identified as Phase I in Exhibit B to the Bond Ordinance and paying and retiring the Prior Obligations; and

WHEREAS, the cost of refunding the Prior Notes and defeasing the Prior Board Obligations, paying the cost of the Projects and related expenses is estimated to be not less than \$800,000,000, and the City expects to pay a portion of such costs by borrowing money and issuing an additional series of bonds in the aggregate principal amount of not to exceed \$200,000,000 as may be approved by the City Council (the "Series 2010 Bonds"); and

WHEREAS, the City intends to make the proceeds of the Series 2010 Bonds available to the Board to finance the Projects, to refinance the Prior Board Obligations and pay certain related costs, and

WHEREAS, a portion of the acquisition of land for such Projects and the construction, rehabilitation and equipping of the Projects will be undertaken by the Board and a portion of the acquisition of and for such Projects and the construction, rehabilitation and equipping of the Projects will be undertaken by the Commission, all as directed in writing by the Board;

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

- 1. The President of the Board, the Chief Financial Officer of the Board and the Treasurer of the Board (each, an "Authorized Officer"), or a designee of any Authorized Officer, are each hereby directed and authorized to negotiate (through the office of the General Counsel of the Board) with the City and with the Commission, on behalf of the Board, one or more agreements, including, but not limited to, a Memorandum of Understanding by and between the Board and the Commission, and to take such other action as may be necessary to allow the Board (or the Commission on behalf of the Board) to receive the proceeds of the Series 2010 Bonds from the City and to apply such proceeds to acquire, construct, renovate and equip, as appropriate, the Projects and, to the extent available, to refinance or defease the Prior Board Obligations in connection with one of more of the Projects under the Program. Each agreement may provice for indemnification of the parties; and any agreement with the Commission will include reference to any contracts, agreements and provisions applicable to the Board in its construction contracts, including, but not limited to the Project Labor Agreement.
- The President and each other Authorized Officer are authorized to execute and deliver to the City, an Intergovernmental Agreement between the City and the Board (the "City - Board Intergovernmental Agreement") in substantially the form filed with the Secretary of the Board in connection with the issuance of the Series 2007 Bonds and made a part hereof (together with such changes therein as shall be approved by the Authorized Officer (or a designee thereof) executing the same), with such execution to constitute conclusive evidence of such officer's approval and this Board's approval of any changes or revisions therein from the form of City - Board Intergovernmental Agreement on file with the Secretary of the Board Each Authorized Officer (or a designee thereof) is further authorized to execute and deliver subsequent intergovernmental agreements on behalf of the Board, with respect to later bond issuances by the City in later phases under the Bond Ordinance, each such intergovernmental agreement to be in similar form to the agreement approved hereby, together with such changes therein as shall be deemed appropriate and as approved by the Authorized Officer (or a designee thereof) executing the same, with such execution to constitute conclusive evidence of such officer's approval and this Board's approval of any changes or revisions therein from the form of City - Board Intergovernmental Agreement so approved. The agreement referred to in this section may take the form of a separate agreement or an amendment to the existing City-Board Intergovernmental Agreement executed and delivered in connection with the Series 2007 Bonds.
- The President and each other Authorized Officer are authorized to execute and deliver to the Commission, an Intergovernmental Agreement between the Board and the Commission (the "Board -Commission Intergovernmental Agreement") in substantially the form filed with the Secretary of the Board in connection with the issuance of the Series 2007 Bonds and made a part hereof (together with such changes therein as shall be approved by the Authorized Officer (or a designee thereof) executing the same), with such execution to constitute conclusive evidence of such officer's approval and this Board's approval of any changes or revisions therein from the form of Board - Commission Intergovernmental Agreement on file with the Secretary of the Board. Each Authorized Officer (or a designee thereof) is further authorized to execute and deliver subsequent intergovernmental agreements on behalf of the Board, with respect to later bond issuances by the City in later phases under the Bond Ordinance, each such intergovernmental agreement to be in similar form to the agreement approved hereby, together with such changes therein as shall be deemed appropriate and as approved by the Authorized Officer (or a designee thereof) executing the same, with such execution to constitute conclusive evidence of such officer's approval and this Board's approval of any changes or revisions therein from the form of Board - Commission Intergovernmental Agreement so approved. The agreement referred to in this section may take the form of a separate agreement or an amendment to the existing Board - Commission Intergovernmental Agreement executed and delivered in connection with the Series 2007 Bonds. In addition, each Authorized Officer is authorized to negotiate. execute and deliver other documents, including, but not limited to, a Memorandum of Understanding as to the

acquisition, construction and/or rehabilitation of the Commission Projects, by and between the Board and the Commission. Any Memorandum of Understanding negotiated and agreed to between the Board and the Commission will be filed with the Secretary of the Board upon execution and such agreement will constitute the Memorandum of Agreement referenced as an Exhibit to the Board – Commission Intergovernmental Agreement.

- 4. The Secretary of the Board and each Assistant Secretary of the Board are hereby authorized to attest, on behalf of the Board, any signatures on any intergovernmental agreement or other document executed and delivered pursuant to this Resolution.
- 5. The Chief Financial Officer and the Treasurer of the Board, as appropriate, are each hereby authorized to accept, on behalf of the Board, any funds that the Board is entitled to receive pursuant to any intergovernmental agreement entered into pursuant to this Resolution, and the Director of the Office of Management and Budget is hereby directed to establish an appropriate budget classification for any funds so received. Upon receipt of any funds received pursuant to this Resolution, the Chief Financial Officer shall communicate to the Board the amount of funds received and the date the funds were received.
- 6. The President and each other Authorized Officer are hereby authorized to take such further action as may be necessary to implement the Program, to receive and apply the proceeds of the Bonds for the purposes specified in the Bond Ordinance, the City Board Intergovernmental Agreement and the Board Commission Intergovernmental Agreement, including, but not limited to, such action as may be necessary to preserve the tax-exempt status of the Bonds or the Prior Board Obligations.
- 7. The President and each other Authorized Officer are hereby authorized to take such further action as may be necessary to implement the Program or to achieve the purposes contemplated in the Bond Ordinance and this Resolution, including, but not limited to, (i) amending or renegotiating any outstanding intergovernmental agreements between or among the Board, the City and the Commission and (ii) entering into any other agreements (including escrow agreements) as may be necessary in connection with the defeasance or the redemption of the Prior Board Obligations
  - 8. This resolution is effective immediately upon its adoption.

#### 10-0526-RS16

# RESOLUTION RE: APPOINTMENT OF TEACHER REPRESENTATIVES TO LOCAL SCHOOL COUNCILS TO FILL TEACHER REPRESENTATIVE VACANCIES FOR THE TERM OF OFFICE ENDING JUNE 30, 2010

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

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

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

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

- The individuals identified below are hereby appointed to serve as a teacher representative on her school's Local School Council for the remainder of the term of office ending June 30, 2010
- 2. The Resolution is effective immediately upon adoption.

APPOINTED TEACHER

Katherine Kampf

Brenda Tate

TEACHER BEING REPLACED

Anne McIlvain

Elsita Rinaldi-Jovet

SCHOOL

Clissold Elementary
Von Humboldt Elementary

### 10-0526-PO1

# AMEND BOARD REPORT 07-0725-PO1 STUDENT TRAVEL POLICY

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board amend the Student Travel Policy.

**PURPOSE:** The objectives of this policy are to: (1) establish requirements for student travel and trips to ensure the safety and well-being of students and chaperones; and (2) establish a uniform set of procedures that govern the travel approval process.

# **POLICY TEXT:**

#### I. DEFINITIONS

Chaperone: Chaperones are assigned to a trip by the principal to assist with the supervision of student behavior and group activities. Chaperones may include certified teachers, educational support personnel, or parents or other volunteers. Chaperones must be at least 18 years old. In order to be eligible to serve on an overnight student travel trip, all chaperones must meet the requirements in the Board's Volunteer Policy (Board Report 06-0927-PO2), as may be amended, which includes a criminal background investigation and a tuberculosis check.

Educational trips: Educational trips are designed (1) to provide students with knowledge and experiences to supplement their curriculum or (2) to provide enrichment experiences. Educational trips that supplement the curriculum include, but are not limited to, visiting museums and zoos and going to theater productions, business/industry tours, cultural exhibits, and nature centers. Educational trips that provide enrichment experiences include, but are not limited to, trips outside the borders of the U.S or trips that are part of an extracurricular activity. Educational trips fall into one of the following four categories which determine the applicable trip requirements:

- Category 1 Trips outside the borders of the U.S or its territories
- Category 2 Trips within the U.S. that may include an overnight stay or have a total value of \$10,000 or more
- Category 3 One-day field trips with a total value of less than \$10,000
- Category 4 Interscholastic competitions and other similar events with a total value of less than \$10,000

Manager: The Manager means the Area Instruction Officer Chief Area Officer or designee or the department head or designee who oversees the school's activities as determined by the Officer.

Non-educational trips: Non-educational trips are trips that have little or no educational value. They include, but are not limited to, trips to amusement parks and/or recreational facilities.

Officer: The Officer means the P-12 Management Officer or designee Elementary Areas and Schools Chief Officer or designee or the High School Chief Officer or designee.

School Tour Supervisor: A School Tour Supervisor is a certified teacher designated by the principal to be the lead chaperone on a Category 1 or 2 trip and the point of contact for the principal while on the trip.

# II. GENERAL REQUIREMENTS

- A. Educational Travel Only educational travel is permitted. The Officer acts as final arbiter of whether a trip is educational or non-educational.
- B. Applications for Student Travel The principal must file a Student Travel e-Application for each travel event.
- C. Permission slips and release forms The principal must verify that there is a signed parent/guardian permission slip for each participating student and when applicable, a signed release form for each participating student and for each participating adult chaperone. The school must retain originals of each of the permission slips and/or release forms. Each form must have original signatures (i.e., no stamps and no initials).
- D. Funds disbursement No funds, including deposits, shall be disbursed by a school before the Manager approves the Student Travel e-Application.
- E. Contract Review Principals are required to follow the applicable Board Rules when entering into contracts.
- F. Scheduling Restrictions Schools may not schedule Category 1 or 2 trips during the first three weeks or the last two weeks of the school year, unless an Officer authorizes an exception prior to scheduling the trip. Further, no student is permitted to participate in a trip when that student is scheduled to take a standardized test. Trips may be scheduled during the summer.
- G. Supervision All trips must conform to the chaperone requirements for their Category.
- H. Planning In general, student trips are planned by a certified teacher or administrator for one school. However, if a trip involves students from multiple schools, it must be approved by all of the respective principals, Manager(s) and Officer(s) involved. If a trip is planned by a central office department (which may or may not be in conjunction with an outside entity) the central office department is responsible for insuring compliance with all applicable requirements in this policy and guidelines.
- Right to Rescind The Manager or Officer retains the right to rescind approval of trips when, in the judgment of the Manager or Officer, circumstances may jeopardize the safety of students and chaperones.

- J. Student participants Only enrolled students are eligible to participate in a student trip. Students are subject to the Student Code of Conduct while participating in a student trip. The principal may refuse to allow a student from participating in any trip, consistent with the travel guidelines, so long as the student is not denied participation solely due to a disability. A student/parent may appeal the decision to deny a student's participation to the Manager, who shall make the final determination
- K. Additional Adult Trip participants An adult who wishes to travel on a student trip, but who is not serving as a chaperone, must be approved by the principal and meet the requirements of the Board's Volunteer policy.
- L. Approval Approval requirements and timelines are determined by the trip category and all trips must be approved prior to the date of travel and/or the disbursement of funds.
- M. Guidelines The CEO or his/her designee shall develop guidelines to establish procedures and forms necessary to implement the requirements of this policy.
- N. Violations Violations of this policy may lead to action under the Employee Discipline and Due Process Policy (Board Report 04-0728-PO1), as may be amended.

#### III. SPECIFIC REQUIREMENTS

# A. Requirements for Category 1 Trips - Trips outside the borders of the U.S. or its territories

#### 1. Approval Procedures

- a. The principal should complete and submit the Student Travel e-Application to the Manager for initial approval no less than sixty (60) calendar days prior to the date of travel.
- b. The Manager will review and, upon finding it compliant with this policy, route the Student Travel e-Application to the Officer for final approval.
- c. The Officer is responsible for granting the final approval of the Student Travel e-Application and reporting it to the Board in a monthly student travel report.

#### Appeal

If the Manager does not approve the trip, the Manager shall cite the reasons in writing, and the principal may appeal the decision to the Officer.

#### 3. Travel times and duration

- The duration of travel for elementary school students is limited to no more than seven (7) school days.
- The duration of travel for high school students is limited to no more than ten (10) school days.
- No student is permitted to participate in a trip three (3) weeks leading up to and including system-wide testing.

### 4. Location

- a. No travel is permitted to any place where the U.S. Department of State has issued a Travel Warning or where the region is deemed unsuitable for student travel by the Officer.
- b. No travel is permitted to any place where the Board's liability insurance is restricted.

# 5. Principal Responsibilities

- a. During the planning period of the trip, the principal is responsible for:
  - 1. Designating a School Tour Supervisor;
  - Completing and reviewing the Student Travel e-Application to verify that all requirements are met;
  - Verifying that the tour has educational value and reviewing the School Tour Supervisor's plan for students to complete classroom assignments;
  - 4. Informing the Officer if the trip will include students in grades 6 or lower for approval,
  - Requesting approval from the Officer for any home-stay arrangements to house students with host families in private homes. Home-stays may only be requested for students in grades 7 through 12 in accordance with the travel guidelines;
  - 6. Verifying that all student and chaperone trip participants have valid passports:
  - Regularly reviewing information about the destination country on the U.S. Department of State website (<u>www.state.gov</u>) to ensure that the students will not travel to any place where there is a Travel Warning. At a minimum, the review should occur: (1) at time of planning, (2) thirty (30) days prior to the trip and (3) the day prior to travel;
  - 8. Notifying the Manager if there is a Travel Warning and canceling or rerouting the trip,
  - Upon Officer approval of the trip, registering the trip with U.S. Department of State (http://travel.state.gov/travel/tips/registration/registration\_1186.html) and recording the confirmation number in the Student Travel e-Application;
  - Verifying that the School Tour Supervisor has the U.S. Consulate contact information for the destination countries; and
  - 11. Identifying and specifying emergency procedures for School Tour Supervisor.
- While the trip is in progress, the principal or designee must:
  - Maintain contact with the School Tour Supervisor on a daily basis and as needed during the trip;

- Have readily available emergency information and copies of travel documents for all students and chaperones (e.g. copies of passports, copies of visas, medical information including allergies and medications, and contact persons and numbers);
- 3. Have available the name and telephone number of the tour operator or travel agency,
- Have available the address and telephone number of the nearest U.S. consulate and/or embassy in the destination countries;
- For home-stay arrangements, have available the name, address, telephone numbers and language capabilities of all host families; and
- In case of an emergency, notify parents/guardians of the students involved, the Manager and Officer as soon as possible.

#### 6. Supervision

- a. School Tour Supervisor Responsibilities
  - Securing international cell phone;
  - 2. Maintaining contact with the principal on a daily basis and as needed during the trip;
  - Holding all emergency information for all trip participants (passports, visas, medical information including allergies and medications, and contact persons and numbers in case of an emergency);
  - Having available the address and telephone number of the nearest U.S. consulate and/or embassy;
  - 5. Having available the name and telephone number of the tour operator or travel agency.
  - When applicable for home-stay arrangements, having available the name, address and telephone numbers of host families; and
  - Developing and implementing a plan to ensure that student-participants' classroom assignments are met.

#### b. Chaperone Responsibilities

- Chaperones must accompany students during the trip and while in transit to and from the travel destination:
- One (1) chaperone is required for every six (6) students. A minimum of two (2) certified leacher employees is required regardless of the number of students traveling, and
- 3. In case of an emergency, the chaperones must contact one of the following as soon as possible in the order given and subject to availability: principal, Manager and Officer

#### 7 Insurance

The principal must require that each student and chaperone participant secure travel insurance to cover trip cancellation and medical coverage consistent with the travel guidelines. The Board is not responsible for any expense incurred due to the cancellation or rerouting of any trip for any reason.

# B. Requirements for Category 2 Trips - Trips within the U.S. that may include an overnight stay or trips having a total value of \$10,000 or more

# 1. Approval Procedures

- a. The principal should complete and submit the Student Travel e-Application to the Manager thirty (30) calendar days prior to the trip.
- b. The Manager will review and, upon finding it compliant with this policy, route the Student Travel e-Application to the Officer for approval.
- c. The Officer is responsible for granting the final approval of the Student Travel e-Application and reporting it to the Board in a monthly student travel report.

# 2. Appeal

If the Manager does not approve the trip, the Manager must cite the reasons in writing, and the principal may appeal the decision to the Officer.

### 3. Supervision

- a. The principal must appoint a School Tour Supervisor and identify trip chaperones in a ratio of
  one (1) adult to every six (6) students with a minimum of two (2) chaperones on every trip,
  one of whom must be a certified teacher employee.
- b. For ROTC trips, an Officer may approve a Manager's request for an exception to the chaperone ratio requirement noted above and allow a ratio of one (1) adult to every ten (10) students with a minimum of two (2) chaperones on every trip, one of whom must be a certified teacher employee.

# C. Requirements for Category 3 Trips - One-day field trips (with a total value of less than \$10,000)

# 1. Approval procedures

- a. The principal must submit the Student Travel e-Application to the Manager for review at least five (5) workdays prior to the trip.
- b. The Manager is responsible for reviewing the Student Travel e-Application for compliance with this policy and giving final approval. The Manager's determination is final
- c. Notwithstanding the foregoing, a principal may grant approval of walking tours of areas in and around the school neighborhood (i.e. visits to nearby parks) if (1) parents/guardians have provided consent on file for walking tours for the school year, and (2) the principal records his/her approval and completes a Student Travel e-Application for the walking tours.

### 2. Supervision

- a. The principal must identify trip chaperones to accompany students in a ratio of one (1) adult to every ten (10) students, with a minimum of two (2) chaperones on every trip, one of whom must be a certified teacher employee.
- b. If a trip involves one or two students, then one certified teacher or coach may chaperone with express permission from the principal and parent/guardian. If a trip involves a citywide event or activity, the principal must comply with the chaperone requirements specified for such event or activity in the travel guidelines.
- c. The principal is responsible to verify and comply with the chaperone requirements of the facility or event being visited. If the facility or event requires a smaller chaperone ratio than this policy requires, the principal must appoint additional chaperones.

# D. Requirements for Category 4 Trips - Interscholastic competitions and other similar events with a total value of less than \$10,000

### 1. Approval Procedures

- Season athletic schedules and ROTC semester or annual schedules must be recorded and approved via the Student Travel e-Application.
- b. Non-scheduled interscholastic competitions, interscholastic athletic or ROTC events and other similar events, require the principal to complete and submit the Student Travel e-Application to the Manager for approval prior to the date of the trip.
- c. Any request for participation in a sporting event outside of the Chicago city limits must also be approved by the Director of Sports Administration or his/her designee.
- d. Any request for participation in an event that involves an overnight stay and/or has a total value of \$10,000 or more is a Category 2 trip and shall require the principal to follow all requirements for Category 2 trips.

#### 2. Supervision

- a. Chaperones must accompany students in a ratio of one (1) adult to every ten (10) students with a minimum of two (2) chaperones on every trip, one of whom must be a certified, schoolassigned teacher or coach.
- b. If a trip involves one or two students, then one certified teacher or coach may chaperone with express permission from the principal and parent/guardian.

### IV. COSTS AND FEES

- A. Parental Notice A written description of all costs of the trip must be provided in advance to students and parents.
- B. Fee waiver Schools shall adhere to the Policy Regarding Waiver of School Fees (Board Report 94-1026-PO2), as may be amended, and provide a waiver of trip fees for Category 3 trips, if applicable.
- C. Compliance with School Internal Accounts Manual Schools must comply with the "School Internal Accounts Manual" for collecting, maintaining, and disbursing funds related to student trips.
- D. Discretionary funds Discretionary funds such as State Chapter 1 funds may be used for student trips when permitted under the State Chapter 1 Expenditure Guidelines (Board Report 96-0124-PO3), as may be amended.

# V. STUDENTS WITH DISABILITIES

Students with disabilities shall not be denied participation in a student trip solely based on their disability. These students may require additional staff and/or accommodations which shall be provided in accordance with the student's Individualized Education Program or Section 504 Plan at no additional cost to the student or parent/guardian. The principal must make special note of additional chaperones necessary for students with disabilities on the Student Travel e-Application.

### VI. TRANSPORTATION

The following transportation requirements apply to student trips authorized under this policy

- A. Licensed Carrier When the total number of students is ten (10) or more, schools must use a school bus or licensed carrier appearing on the Department of Risk Management's Approved Field Trip Vendor list, or CTA or RTA vehicles, or other public common carrier (Greyhound, Amtrak, etc.), or U.S. Military.
- B. Private Vehicles Use Use of private vehicles for student trips is strongly discouraged. However, when use of a private vehicle is the only feasible method of travel, such vehicles may be used only if the total number of passengers per vehicle (including the driver) is ten (10) or fewer and the following requirements are met:
  - 1. The private vehicle must be a motor vehicle designed to carry no more than ten (10) passengers (including the driver), with functioning seatbelts for each person;
  - No more passengers (including the driver) may be transported in the private vehicle than the vehicle was designed to carry; and

- Any person requesting to transport students in a private vehicle must receive prior written approval from the principal and the parents or legal guardians of the students being transported. No employee may transport any student without written consent from the orincipal and parent/legal guardian of the student.
- 4. The principal shall ensure that the driver holds a valid driver's license and liability insurance of \$300,000 for a vehicle manufactured to transport up to six (6) passengers or \$500,000 for a vehicle manufactured to transport more than six (6) passengers.
- 5. The principal must retain a photocopy of the driver's license and insurance documentation.
- C. Passenger Vans No fifteen (15) passenger vans shall be used to transport students or staff

#### VII. WATER ACTIVITIES

- A. The trip must comply with the Board's policy on Aquatic Activity Safety (Board Report 04-0324-PO2), as may be amended.
- B. Non-applicability This restriction does not apply to interscholastic swimming and diving competitions nor to trips specifically arranged for swimming instruction taught by Red Cross-certified or comparably-certified personnel as part of the physical education curriculum
- C. Under no circumstances are students allowed to use sailboats, rowboats, canoes or other recreational boats; this prohibition does not apply to student transport on U.S. Coast Guard approved commercial boat charters.

LEGAL REFERENCES: 105 ILCS 5/29-3.1; 105 ILCS 5/34-18; 105 ILCS 5/10-20.13

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0526-RS14 through 10-0526-RS16, and 10-0526-PO1 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0526-RS14 through 10-0526-RS16 and 10-0526-PO1 adopted.

10-0526-CO1

COMMUNICATION RE: LOCATION OF BOARD MEETING OF JUNE 23, 2010

Mary B. Richardson-Lowry, President, and Members of the Board of Education Norman R. Bobins Dr. Tariq H. Butt Alberto A. Carrero, Jr. Peggy A. Davis Clare M. Muñana Roxanne Ward

This is to advise that the regular meeting of the Board of Education scheduled for Wednesday, June 23, 2010 will be held at:

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

Registration for Public Participation will be held between the hours of 8:00 a.m. and 9:00 a.m. on the 1<sup>st</sup> Floor of the Clark Street Lobby. The Public Participation segment of the meeting will begin at approximately 10:30 a.m. and end at 12:30 p.m., and will be followed immediately by the Business portion of the meeting.

# 10-0526-CO2

# COMMUNICATION RE: 2010-2011 SCHEDULE OF REGULAR BOARD MEETINGS – BOARD OF EDUCATION, CITY OF CHICAGO

# TO THE MEMBERS OF THE BOARD OF EDUCATION:

I am hereby submitting the 2010-2011 Schedule of Regular Board Meetings. The Board Meetings will be held on the fourth Wednesday of each month, unless otherwise indicated.

# REGULAR BOARD MEETING SCHEDULE

 2010 Schedule
 2011 Schedule

 July 28, 2010
 January 26, 2011

 August 25, 2010
 February 23, 2011

 September 22, 2010
 March 23, 2011

 October 27, 2010
 April 27, 2011

 November 17, 2010 (3<sup>rd</sup> Wednesday)
 May 25, 2011

 December 15, 2010 (3<sup>rd</sup> Wednesday)
 June 22, 2011

 July 27, 2011
 July 27, 2011

 August 24, 2011

The Board Meetings will be held in the Board Chamber, 5th Floor, at 125 South Clark Street, Chicago, Illinois. Registration for Public Participation will be held from 8:00 a.m. – 9:00 a.m. on the 1<sup>st</sup> Floor of the Clark Street Lobby. Public Participation for these meetings will begin at approximately 10:30 a.m. and end at 12:30 p.m., and will be followed immediately by the Business Meeting.

Further, let the official record reflect that the 2010-2011 Planning Calendar has been prepared in accordance with the *Illinois Open Meetings Act* and will be available for public distribution upon adoption of this calendar.

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8 15 22 29 12 19 26 Labor Day Columbus Day Thanksgiving Holiday M.L. King's Birthday Veterans Day Observance Presidents Day C Pulaska's Birthday Memorial Day \* HOLIDAYS 2010-2011 Summer School Session AUGUST 2011 JUNE 2011 JULY 2011 Chicago Board of Education — Monthly Board Meetings 22e ≥ ₹ 2010-2011 PLANNING CALENDAR 21**e** November 25-26 November 11 September 6 Pebruary 21 January 17 October 11 M 20e 27 May 30 11 18 25 8 115 22 29 Σ F 3 10 17Q No classes for students, staff development day for School Improvement Plannarg 8 ti <u>22</u> 8 F 6 13 20 27 27 Board Meeting - 10 30 a.m. Public Participation, 12 30 p.m. Business Meeting. APRIL 2011 **TUNE 2011** MAY 2011 Emergency Day - school in session it student days tall below 170 Salary is paid except as provided for by Budgetary Action Full day Parent Teacher Conference - Flementary Schools (summer school would begin and end later as necessary) 5 12 /19/ kull day Brent Teacher Conference Higa Schools ₹23 30 30 118/25 Σ 6 13 Day of non-aftendance for students Schools closed no salary is paid Professional Development Day F 7 7 21 21 21 11 18 25 Teacher Institute Day FEBRUARY 2011 JANUARY 2011 **MARCH 2011** Ind of Quarter 111 118 25 8 15 22 29 **LEGEND** 5 12#Q 19 10 10 17 **27** F 23 30 30 30 E 7 2 (E) F 20 27 SEPTEMBER 2010 NOVEMBER 2010 DECEMBER 2010 OCTOBER 2010 AUGUST 2010 12 19 28 **JULY 2010** 8 18 ≥ 6\* 20 27 27 4 11 8 23 5 12 19 26 ₹ 20 0 2 E 8 M Σ 233 Σ

# 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 April All transfers are budget neutral. A brief explanation of each transfer is provided below:

# 1. Transfer from Department of College and Career Preparation - Citywide to Bowen Environmental Studies High School

Rationale:	BEST FASFA Incentive - L. Williams DCCP.			
Transfer From:	Unit	Department of College and Career Preparation - Citywide	13727	
	Fund	General Education Fund	115	
	Account	Pupil Transportation	54210	
	Program	Dccp Specialist - Arca 23	212103	
	Grant	Default Value	000000	
Transfer to:	Unit	Bowen Environmental Studies High School	55031	
	Fund	General Education Fund	115	
	Account	Commodities - Supplies	53405	
Amount:	Program Grant \$1,000.00	Other Instr Purposes Misc Default Value	119035 000000	

# 2. Transfer from Department of College and Career Preparation - Citywide to William J. Bogan Computer Technical High

Rationale:	Bogan FASFA Incentive - L. Williams DCCP.				
Transfer From:	Unit	Department of College and Career Preparation - Citywide	13727		
	Fund	General Education Fund	115		
	Account	Pupil Transportation	54210		
	Program	Dccp Specialist - Area 23	212103		
	Grant	Default Value	000000		
Transfer to:	Unit	William J Bogan Computer Technical High School	46041		
	Fund	General Education Fund	115		
	Account	Commodities - Supplies	53405		
	Program	Other Instr Purposes Misc	119035		
	Grant	Default Value	000000		
Amount:	\$1,000.00				

# 3. Transfer from Department of College and Career Preparation - Citywide to George Henry Corliss High School

Rationale:	Corliss FASFA Incentive - L. Williams DCCP.			
Transfer From:	Unit	Department of College and Career Preparation - Citywide	13727	
	Fund	General Education Fund	115	
	Account	Pupil Transportation	54210	
	Program	Deep Specialist - Area 23	212103	
	Grant	Default Value	000000	
Transfer to:	Unit	George Henry Corliss High School	46391	
	Fund	General Education Fund	115	
	Account	Commodities - Supplies	53405	
	Program	Other Instr Purposes Misc	119035	
	Grant	Default Value	000000	
Amount:	\$1,000.00			

# 4. Transfer from Department of College and Career Preparation - Citywide to Harlan Community Academy High School

Harlan FASFA Incentive - L. Williams DCCP. Rationale: Transfer From: Unit Department of College and Career Preparation - Citywide 13727 Fund General Education Fund 115 54210 Account **Pupil Transportation** Program Dccp Specialist - Area 23 212103 000000 Grant Default Value Transfer to: Unit Harlan Community Academy High School 51021 Fund General Education Fund 115 53405 Commodities - Supplies Account Other Instr Purposes Misc Program 119035 Grant Default Value 000000 \$1,000.00 Amount:

# 5. Transfer from Department of College and Career Preparation - Citywide to Emil G Hirsch Metropolitan High School

Rationale: Hirsch FASFA Incentive - L. Williams DCCP. Transfer From: Unit Department of College and Career Preparation - Citywide 13727 Fund General Education Fund 115 54210 Account **Pupil Transportation** Program Dccp Specialist - Area 23 212103 000000 Grant Default Value Transfer to: Unit Emil G Hirsch Metropolitan High School 47031 General Education Fund Fund 115 Commodities - Supplies 53405 Account Program Other Instr Purposes Misc 119035 Grant Default Value 000000 Amount: \$1,000.00

# 1372. Transfer from Citywide Capital/Operations to William E Dever School

Rationale: Rec. of Contract Award - Roof Repairs. 12150 Transfer From: Unit Citywide Capital/Operations Fund SuperFund 499 54105 Services - Contractual Account 253506 Program Capital Bond Fund Grant Default Value 000000 William E Dever School Transfer to: Unit 22941 499 Fund SuperFund Property - Permanent Improvement 56215 Account Program Roofs 009553 000000 Grant Default Value

Amount: \$2,137,000.00

# 1373. Transfer from Citywide Capital/Operations to King Selective Enrollment HS

Rationale: Rec. of Contract Award - Roof Project. 12150 Transfer From: Unit Citywide Capital/Operations Fund SuperFund 499 54105 Account Services - Contractual Capital Bond Fund 253506 Program Grant Default Value 000000 Transfer to: Unit King Selective Enrollment HS 46371 Fund SuperFund 499 Property - Permanent Improvement 56215 Account Program Roofs 009553 Grant Default Value 000000

Amount: \$2,864,000.00

# 1374. Transfer from Cltywide - Office of Teaching & Learning to Citywide Education General

Rationale:	Transfer needed to move available funding from Teaching & Learning IDS to ARRA contingency line(OMB#86716).			
Transfer From:	Unit	Citywide - Office of Teaching & Learning	10830	
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331	
	Account	Commodities - Textbooks	53305	
	Program	Instructional Design Systems (Ids)	221034	
	Grant	Public Instr And Support Services Arra	430094	
Transfer to:	Unit	Citywide Education General	12670	
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331	
	Account	Miscellaneous Charges	57940	
	Program	Special Educ-Contingency Expan	600001	
	Grant	Public Instr And Support Services Arra	430094	
Amount:	\$5.612.91	R 72		

\$5,612,918.72

# 1375. Transfer for Citywide Education General

Rationale:	For charter 87424.	r startup/expansion funding. CH approval attached.	Per Bradley Dovalina -Itg
Transfer From:	Unit	Citywide Education General	12670
	Fund	General Education Fund	115
	Account	Student Tuition - Charter Schools	54320
	Program	Charter Schools Support Svcs	250003
	Grant	Default Value	000000
Transfer to:	Unit	Citywide Education General	12670
	Fund	General Education Fund	115
	Account	Services - Contractual	54105
	Program	New School Openings	009541
	Grant	New And Expansion School Funding	005058
Amount:	\$8,457,52	1.73	

# 1376. Transfer for Citywide Education General

Rationale:		the Title I ARRA grant with the approved budget rant combination.	Balancing of each
Transfer From:	Unit	Citywide Education General	12670
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Commodities - Textbooks	53305
	Program	Instructional Design Systems (Ids)	221034
	Grant	Public Instr And Support Services Arra	430094
Transfer to:	Unit	Citywide Education General	12670
	Fund	Federal Title I - 2009 Stimulus (ARRA)	331
	Account	Miscellaneous Charges	57940
	Program	Contingency For Project Expan	600002
	Grant	Contingency For Project Expan	410023

Amount: \$11,329,633.28

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

# 10-0526-EX2

AMEND BOARD REPORT - 09-0624-EX8
APPROVE ENTERING INTO AN AGREEMENT WITH THE ACADEMY FOR URBAN SCHOOL LEADERSHIP TO PROVIDE MANAGEMENT CONSULTING SERVICES AND PROFESSIONAL DEVELOPMENT CONSULTING SERVICES

(DODGE RENAISSANCE ACADEMY, THE CHICAGO ACADEMY, TARKINGTON SCHOOL OF EXCELLENCE, NATIONAL TEACHERS ACADEMY, CHICAGO ACADEMY HIGH SCHOOL, COLLINS ACADEMY HIGH SCHOOL, ORR ACADEMY HIGH SCHOOL)

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Approve entering into an agreement with the Academy for Urban School Leadership ("Consultant" or "AUSL") to provide management consulting services and professional development school consulting services to the Office of New Schools ("ONS") at the following schools: Dodge Renaissance Academy ("Dodge"), The Chicago Academy ("TCA"), National Teachers Academy ("NTA"), Tarkington School of Excellence ("Tarkington"), Chicago Academy High School ("CAHS"), Collins Academy High School ("Collins"), and Orr Academy High School ("Orr"), which are professional development teacher training facilities, at a total cost not to exceed \$100,000.00 Consultant was selected on a noncompetitive basis due to the unique design of their year-long master's degree residency program for teacher training and certification. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report.

This May 2010 amendment is necessary to increase the compensation for AUSL from \$100,000.00 to \$346,000.00 in order to reflect the actual remaining balance of funding from the total professional development schools budget less the funds expended by CPS related to the costs of hiring 1.0 and 0.2 positions and extended day salary budgets at the schools. The authority granted herein shall automatically rescind in the event a written agreement is not executed by the Board and AUSL within 120 days of the date of this amended Board Report. Information pertinent to this agreement is stated below.

CONSULTANT: Academy for Urban School Leadership, a non-profit corporation

3400 N. Austin Avenue Chicago, IL 60634 Phone (773) 534-3885

Contact Person: Tim Cawley and Dr. Donald Feinstein

Vendor Number: 39861

USER: Office of New Schools Autonomous Management and Performance Schools

(AMPS)

125 S. Clark, 519<sup>th</sup> Floor Chicago, IL 60603

Phone: (773) 553-15303620

Contact Person: Josh Edelman, Executive Officer Melissa Megliola-Zaikos,

Chief Area Officer

**TERM:** The term of this agreement shall commence July 1, 2009 and shall end June 30, 2010, with five options to renew for a period of one (1) year each.

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

SCOPE OF SERVICES: AUSL, in partnership with the leadership teams of Dodge, TCA, NTA, Tarkington CAHS, Collins, and Orr, will establish dual mission teacher training schools to train and develop teacher residents working towards a Master of Arts in Teaching degree. Teacher residents will complete a year-long residency at each of the following schools: Dodge, TCA, NTA, Tarkington, CAHS, Collins, and Orr, working in close partnership with mentor teachers to develop and refine their teaching expertise. The resident teacher candidates will be recruited and selected by AUSL, and will provide approximately 500 hours each of assistance to the classrooms of the participating schools 4 days per week in exchange for a stipend paid by AUSL. AUSL will also provide school management consulting services, which includes support in personnel selection, curriculum decisions, budget allocations and other aspects of high quality school management to the principals of Dodge, TCA, NTA, Tarkington, CAHS, Collins, and Orr.

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

- Rigorous instructional training for pre-service resident teacher candidates and other in-service teachers at Dodge, TCA, NTA, Tarkington, CAHS, Collins, and Orr.
- Innovative approaches to instructional practice that serve as a resource to the staff members and administration of Dodge, TCA, NTA, Tarkington, CAHS, Collins, and Orr as well as for the District as a whole.
- Creative strategies, incentives, and supports to attract and retain certified, highly qualified, experienced, and award-winning educators at Dodge, TCA, NTA, Tarkington, CAHS, Collins, and Orr.
- An evaluation of the effectiveness of integration of professional development into curricula and instruction, ultimately increasing instructional capacity at Dodge, TCA, NTA, Tarkington, CAHS. Collins, and Orr.
- A mechanism and infrastructure to facilitate sharing of best practices and innovations

AUSL will also serve as a system-wide resource for the Chicago Public Schools around National Board Certification and as a model for professional learning communities. AUSL will seek to achieve retention of at least 90% of graduating participants of the program and at least 80% of the graduating participants will seek teaching positions in CPS schools for no less than a period of four years. There is no obligation on the part of the Board to hire any of the graduating participants. The decision to hire any of the graduating participants is solely within the discretion of the Board.

### **OUTCOMES:**

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

In 2009-2010, Dodge, TCA, NTA, Tarkington, CAHS, Collins, and Orr classrooms will benefit from teaching support and the assistance of the AUSL teacher residents.

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

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

BOARD'S RESPONSIBILITIES: The Board will allocate funding to cover the program costs of hiring 1.0 and 0.2 positions, and extended day salary buckets to support implementation of this program. AUSL will make recommendations to the Board as to the various positions to be filled in each school. The Professional Development Schools program is allocated funds at a rate of \$20,000 per teacher resident for residents seeking certification in high need subject areas, and \$15,000 per teacher resident for residents seeking certification in all other subject areas. An additional program allocation of \$300,000 is made for each participating school that hosts 10 or more teacher residents during a single school year.

COMPENSATION: AUSL shall be paid the balance remaining from the total Professional Development Schools budget that is not allocated to cover the costs of hiring 1.0 and 0.2 positions, and extended day salary buckets at CPS schools. The total compensation payable to AUSL for the term shall not exceed \$100,000.00 \$346,000.00. AUSL will receive an initial payment of \$35,000.00 \$100,000.00 by September 1, 2009, and will receive the remaining balance of up to, but not to exceed, \$65,000.00 \$246,000.00 by June 30, 2010.

# **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 <u>written</u> agreement. Authorize the <u>Chief Area Officer for AMPS Executive Officer of the Office of New Schools</u> to execute all ancillary documents required to administer or effectuate this <u>written</u> agreement

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Contract Participation in Goods and Services (Contracts, M/WBE provisions do not apply to universities.

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

FINANCIAL: Charge to: Office of New Schools: \$100,000.00 AMPS: \$346,000.00 Fiscal Year: 2010

Budget Classification: 43615-353-54125-221307-494025

10445-115-54125-221307-000000

Source of Funds Title II

# **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-EX3

# AMEND BOARD REPORT 09-1123-EX17 APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL AGREEMENT WITH UNION PARK HIGH SCHOOLS, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING DECISION:

Approve the granting of a charter and entering into a Charter School Agreement with Union Park High Schools, Inc., an Illinois not-for-profit corporation for a five-year period. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

This May 2010 amendment is necessary to authorize Union Park High Schools, Inc. to relocate the Chicago Talent Development Charter High School to the independent facility at 4319 W. Washington beginning in the fall of 2010. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

SCHOOL OPERATOR: Union Park High Schools, Inc.

223 N. Keeler Avenue Chicago, IL 60624 Phone: 773-534-0845

Contact Person: Kirby Callam, Chief Executive Officer

CHARTER SCHOOL: Chicago Talent Development Charter High School

223 N. Keeler Avenue 4319 W. Washington

Chicago, Illinois 60624 Phone: 773-534-0845

Contact Person: Jacquelyn Lemon, Principal

OVERSIGHT: Office of New Schools

125 S. Clark, 5<sup>th</sup> Floor Chicago, IL 60603 773-553-1530

Contact Person: Jaime Guzman, Acting Executive 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. This school operated as an existing public school during the 2009-2010 school year (Board Report 08-1022-EX16). This proposal to convert a public school to charter school status is consistent with Section 27A-8(b) of the Illinois Charter Schools Law.

CHARTER APPLICATION PROPOSAL: The Chicago Talent Development Charter High School (Talent Development) proposal was submitted by Union Park High Schools, Inc. and received by the Board on August 10, 2009. The mission of Talent Development is to graduate all students prepared for success in college, career, and civic life. They will realize the vision of a respectful, caring, and motivating learning community that challenges all students and adults to develop their unique gifts and talents and realize their highest academic and human potential. The school will serve 300 students in grades 9-10 in the fall of 2010. In successive years, the school will grow one grade at a time, until reaching a capacity of 600 students in grades 9 – 12. The school will be located at 223 N. Keeler. This site will require that Talent Development share its facility with Tilton Elementary School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1. Public hearings on Renaissance 2010 charter school submissions submitted in 2009, as required by statute, were held on September 10, 2009, and November 9, 2009.

In April 2010, Union Park High Schools, Inc. submitted a material modification to relocate the Chicago Talent Development Charter High School to 4319 W. Washington beginning in the fall of 2010. A public hearing on the proposed change was held on Friday, May 14, 2010. The hearing was recorded and a summary report is available for review.

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

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

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

AFFIRMATIVE ACTION: Not applicable.

**FINANCIAL:** The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY10 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of 300 students in 2010-2011 will be approximately \$2,294,100.00. These budget figures are based on the revised per pupil funding amounts for FY10.

# **GENERAL CONDITIONS:**

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

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

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

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

# 10-0526-EX4

AMEND BOARD REPORT 10-0127-EX3
AMEND BOARD REPORT 09-0527-EX3
AMEND BOARD REPORT 08-0827-EX6
AMEND BOARD REPORT 07-0822-EX9
AMEND BOARD REPORT 07-0328-EX2
APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH ACADEMY OF COMMUNICATIONS AND TECHNOLOGY CHARTER SCHOOL

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

Approve the renewal of the Charter School Agreement with the Academy of Communications and Technology Charter School for an additional 5-year period for grades 7 through 12. A new Charter School Agreement applicable to this renewal term will be negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education Information pertinent to this renewal is stated below.

This August 2007 amendment is necessary to change the address of the school from 4319 W Washington to 2908 W. Washington. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below

This August 2008 amendment is necessary to change the address of the school from 2908 W Washington to 4319 W. Washington The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This May 2009 amendment is necessary to add a sixth grade to the Academy of Communications and Technology Charter School beginning with the fall of 2010. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this renewal is stated below.

This January 2010 amendment is necessary to change the start date of the sixth grade at the Academy of Communications and Technology Charter School. In December 2009, ACT Charter School notified the Office of New Schools that ACT will not add a sixth grade to their current grade structure in the fall of 2010. After a new date has been identified, an amendment to this Board Report approving the new start date and a written amendment to the Charter School Agreement will be required in addition to certification of the amendment by the Illinois State Board of Education.

This May 2010 amendment is necessary to authorize the Academy of Communications and Technology Charter School to voluntarily suspend its educational services after the 2009-2010 school year. In March 2010, ACT Charter School notified the Office of New Schools that the charter school will voluntarily suspend its educational services for a period of no more than 2 years. Students currently attending ACT Charter School will have the opportunity to enroll in other charter, contract or CPS schools. A written amendment to the Charter School Agreement shall be executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

CHARTER SCHOOL: Academy of Communications and Technology (ACT)

4319 W. Washington Chicago, Illinois 60624 (773) 626-4200

Contact Person: Sarah Howard, Co-Executive Director

OVERSIGHT: Office of New Schools

125 S. Clark Street, 5th Floor

Chicago, IL 60603 773-553-1530

Contact Person: Jaime Guzman, Acting Executive Officer

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 97-0122-EX4) with the ACT Charter School was for a term commencing July 1, 1997, and ending June 30, 2002. In 2002, ACT was renewed (authorized by Board Report 02-0123-EX3) for a two-year term commencing July 1, 2002, and ending June 30, 2004. In 2004, ACT was renewed (authorized by Board Report 04-0428-EX3) for a three-year term commencing July 1, 2004 and ending June 30, 2007. The Charter School Agreement authorizes the operation of a single facility Charter School focusing on communications and technology for students in grades 7-12 with current enrollment not to exceed 375 students. The Agreement incorporates an accountability plan whereby the school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

In July of 2007 ACT Charter School submitted a material modification to change the address of the school. ACT Charter School will now be located at 2908 W. Washington, Chicago, IL 60612 ACT Charter School operated at this location for the 2007 – 2008 school year only

In August 2008 ACT Charter School submitted a material modification to return to its original location at 4319 W. Washington, Chicago, IL 60624. A public hearing was held on August 25, 2008

In March 2009 ACT Charter School submitted a material modification to add a sixth grade to its charter school at the beginning of the 2010-2011 school year. A public hearing was held on May 12, 2009. The hearing was recorded and a summary report is available for review.

In December 2009, ACT Charter School notified the Office of New Schools that ACT will not add a sixth grade to their current grade structure in the fall of 2010. ACT intends to add the sixth grade to their current grade structure at a later time.

CHARTER RENEWAL PROPOSAL: The ACT Charter School submitted a renewal proposal on December 1, 2006, to continue the operation of the school under the same mission and educational programs at its current location. The proposal requests an increase in the maximum student enrollment from 375 to 450 students. A public hearing on the renewal application was held on March 13, 200? A report of this hearing is available.

CHARTER EVALUATION: For 2008-2009, the percentage of students meeting/exceeding state standards on the ISAT Composite was 61.5% The percentage of students meeting/exceeding state standards on the PSAE Composite for 2008-2009 was 8.8% For the 2008-2009 Performance Remediation and Probation (PRPP) ratings, ACT Charter School received a total of 26.2% of possible points in the middle school division and 16.7% of possible points in the high school division. The school's 2009-2010 performance policy level is 3.

In March 2010, ACT Charter School submitted a material modification to voluntarily suspend its educational services after the 2009-2010 school year. Students currently attending ACT Charter School will have the opportunity to enroll in other charter, contract or CPS schools. A public hearing on the proposed suspension was held on Thursday, May 13, 2010. The hearing was recorded and a summary report is available for review. ACT Charter School will be required to notify the Office of New Schools of its intention to reinstate its educational services by submitting a proposal that outlines the educational innancial and operational practices of the charter school. This proposal shall be submitted in accordance with the timelines established by the Office of New Schools through the new schools selection process or within six months of the anticipated date of reinstatement of educational services by the Charter school. This proposal will require Board approval prior to the reinstatement of educational services at ACT Charter School.

**RENEWAL TERM:** The term of ACT's charter status is being extended for five (5) years commencing July 1, 2007, and ending June 30, 2012. ACT shall be closely monitored in all areas of academic and operational accountability. The ACT's charter status is being suspended after the 2009-2010 school year for a period of no more than two (2) years.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement <u>and amendment</u>, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, funding, educational program, financial controls and practices, academic accountability and evaluations Authorize the President and Secretary to execute the Charter School Agreement <u>and amendment</u>

Authorize the <u>Acting Executive Officer Director</u> of the <u>Department Office</u> of New Schools <u>Support</u> to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification. <u>Authorize the General Counsel to further negotiate and execute any amendments to the Agreement required by the State Board.</u>

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

FINANCIAL: The financial implications will be addressed during the development of the 2007-2008 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY07 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. ACT plans to gradually increase its maximum enrollment from 375 to 450 students over the course of the renewal term. The total annual cost of the maximum enrollment will be approximately \$3,048,750 annually <u>During the suspension of educational services, the Board will have no financial obligation to ACT Charter School</u>

# **GENERAL CONDITIONS:**

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

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21 3 which restricts the employment of or the letting of contracts to former Board members during the one-year period following expiration or other termination of their terms of office.

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

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

# 10-0526-EX5

AMEND BOARD REPORT 10-0428-EX2
AMEND BOARD REPORT 09-1123-EX7
AMEND BOARD REPORT 09-0826-EX8
AMEND BOARD REPORT 08-0924-EX8
AMEND BOARD REPORT 08-0602-EX7
APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH
UNO CHARTER SCHOOL

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

This September 2008 amendment is necessary to authorize the UNO Charter School Network to (a) establish a two new campuses, an elementary campus in 2009 and a high school campus in 2010, to be located in a new facility at the intersection of south Homan Avenue and 51<sup>st</sup> Street (b) increase their at capacity enrollment by 1200 to 5830 and (c) clarify the relationship of any pre-kindergarten program to the 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 Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This August 2009 amendment is necessary to (a) change the names of the UNO Charter School – Archer Heights Campuses, (b) identify a temporary location for the UNO Charter School – Octavio Paz Primary and Intermediate Campuses for the 2009-2010 school year only, (c) temporarily adjust the at capacity enrollment for each of the Octavio Paz Campuses for the 2009-2010 school year, (d) change the grade structure for each of the Octavio Paz Campuses, and (e) change the start date for the UNO Charter School – Gage Park Campus The CEO asks that the Board grant a waiver from the Charter School Capital and Facility Budget Policy, 08-0326-PO1, as the notice to use this location was late due to exigent circumstances related to the structural repairs needed at the current facility of the Octavio Paz Primary Campus. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This November 2009 amendment is necessary to authorize the UNO Charter School Network to (a) establish a new elementary school campus in the fall of 2011 to be located at a facility to be determined and (b) increase the overall at capacity enrollment at the charter school by 600 to 6430 students for the 2011-2012 school year

The obligation to secure and prepare the independent facility to open in the fall of 2011 is the responsibility of the charter school. This amendment is also necessary to clarify the authority period for subpart (e) in the preceding paragraph - change in the start date for the UNO Charter School – Gage Park Campus. Both require amendments to the Charter School Agreement. The authority granted herein shall automatically rescind in the event written amendments to the Charter School Agreement are not executed by the Board and the charter school's governing board within the timeframe specified in the amended Board Report identifying and approving the site location. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This April 2010 amendment is necessary to authorize the UNO Charter School Network to (a) identify the independent facility at 2744 W. Pershing as the location for the UNO Charter School – Gage Park Campus. (b) identify the independent facility at 2651 W. 23<sup>rd</sup> Street as the permanent location for the UNO Charter School – Octavio Paz Campus, and (c) consolidate the UNO Charter School – Octavio Paz Primary Campus and the UNO Charter School – Octavio Paz Intermediate Campus into one attendance center identified by one unit number serving grades K-8. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education

This May 2010 amendment is necessary to authorize the UNO Charter School Network to (a) change the start date of the UNO Charter School – Academy High School Campus from fall 2010 to fall 2011 and (b) modify the at capacity enrollments of certain UNO Charter School Campuses. The authority granted here in shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

CHARTER SCHOOL: UNO Charter School Network

954 West Washington Boulevard

Chicago, IL 60607 Phone: (312) 432-6301

Contact Person: Juan Rangel, President

OVERSIGHT: Office of New Schools

125 S. Clark, 5<sup>th</sup> Floor Chicago, IL 60603 (773) 553-1530

Contact Person: Jaime Guzman, Acting Executive Officer

ORIGINAL AGREEMENT: The original Charter School Agreement (authorized by Board Report 97-1217-EX2) was for a term commencing July 1, 1998 and ending June 30, 2003 and authorized the operation of a charter school serving no more than 800 students in grades K – 8 on two campuses. The campus serving grades K – 3 was located at 2651 W. 23<sup>rd</sup> Street. The campus serving grades 4 – 8 was located at 2401 W. Congress. The charter and Charter School Agreement were subsequently renewed for a term commencing July 1, 2003 and ending June 30, 2008 (authorized by Board Report 03-0225-EX7) and authorized an increase in the maximum student enrollment to permit 1060 students in grades Pre-K – 8. The charter and Charter School Agreement were subsequently amended as follows.

- Board Report 05-0622-EX2: Approved the establishment of a new campus (Rufino Tamayo Campus) located at 5157 S. California and an increase of the enrollment cap to 1310. Also approved the change in charter school name from Octavio Paz Charter School to UNO Charter School.
- Board Report 05-1026-EX2. Approved the address correction for the Rufino Tamayo Campus to 5135 S. California.
- Board Report 06-0222-EX15: Approved the establishment of 2 new elementary campuses and to increase the at capacity enrollment of the Rufino Tamayo Campus to 297. The Bartolome de Las Casas Campus is located at 1641 W. 16<sup>th</sup> Street and was approved to open serving a maximum student enrollment of 261 students in grades K 8. The Carlos Fuentes Campus is located at 2845 W. Barry and was approved to open a maximum student enrollment of 504 students in grades K 8. The UNO Charter School enrollment cap increased to 2122 students.
- Board Report 06-1115-EX4: Approved the establishment of 4 additional campuses. The first campus (Brighton Park) is located at 2916 W. 47<sup>th</sup> Street, serves an at capacity of 522 students in grades K = 8. All remaining campuses are located at 4248 W. 47<sup>th</sup> Street. Two campuses (Archer Heights = North and Archer Heights = South) will serve a total of 522 students each in grades K = 8. The 3<sup>rd</sup> Archer Heights Campus will serve a total of 522 students in grades 9 = 12. The UNO Charter School enrollment cap increased to 4210 students.
- Board Report 07-0124-EX2: Approved the correction of the start date of the Brighton Park Campus to 2007.
- Board Report 07-0822-EX7: Approved the name change of the UNO Charter School Brighton Park Campus to UNO Charter School - Officer Donald J Marquez Campus

Board Report 07-0926-EX3: Approved the correction of the at capacity enrollment of the Bartolome
de las Casas Campus to 297, the correction of the at capacity enrollment of the Carlos Fuentes
campus to 576, and the correction of the entire enrollment capacity for all campuses to 4318

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

CHARTER RENEWAL PROPOSAL: UNO Charter School Network (UNO) submitted a renewal proposal on October 5, 2007, to continue the operation of the UNO Charter School under a unified mission. UNO has since modified its renewal proposal to include commitments to operate the eight (8) campuses unified through the use of uniform assessment plans and performance standards, curriculum and school calendar alignment, as well as standard governance, operational, employment, educational and admissions policies. The Charter School shall serve grades K - 12 with a maximum student enrollment of 4318 students.

In addition, the UNO Charter School Network was awarded pre-qualified status for a term commencing January 1, 2008 through December 31, 2011 to provide designated services in the form of opening a maximum of four (4) schools or campuses during the awarded pre-qualification period, with a maximum number of two (2) schools or campuses per year (authorized by Board Report 07-1114-EX4). Award of a subsequent agreement to UNO for the opening of these additional campuses during this pre-qualification period is contingent upon the school operator submitting timely responses to requests for additional information (RFI), in addition to the school operator meeting specific requirements as outlined in Board Report 07-1114-EX4.

UNO Charter School Network also submitted a material modification in February of 2008 to (a) formally recognize the existing Octavio Paz Primary Campus located at 2651 W. 23<sup>rd</sup> Street and the existing Octavio Paz Intermediate Campus located at 2401 W. Congress each as its own campus with an at capacity enrollment not to exceed 530 at each campus, (b) increase the at capacity enrollment of the Officer Donald J. Marquez, Archer Heights — North, Archer Heights — South and Archer Heights High School Campuses each to 600 and (c) increase the at capacity enrollment of the entire UNO Charter School Network from 4318 to 4630.

On June 28, 2008, UNO Charter School Network submitted a proposal in response to the Renaissance 2010 Request for Proposals to open two new campuses as a part of their pre-qualified status (authorized by Board Report 07-1114-EX4). It is anticipated that the new campuses will be located at the intersection of south Homan Avenue and 51<sup>st</sup> Street where UNO Charter School Network will begin construction of a new facility to house both campuses. UNO Charter School Network proposes to establish the UNO Charter School – Gage Park Campus, an elementary school expected to open at full capacity in the fall of 2009. serving 600 students in grades K-8. UNO Charter School Network proposes to establish the UNO Charter School. Academy High School Campus, expected to open in the fall of 2010, serving 150 students in grades 9. That campus will grow to serve an at capacity enrollment of 600 students in grades 9 through 12. The at capacity enrollment of the entire UNO Charter School Network will increase by 1200 students to 5830. A public hearing, as required by statute, was held on September 3, 2008 and an additional community form was held on September 16.

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

In July 2009, the UNO Charter School Network submitted a material modification to (a) change the names of the UNO Charter School – Archer Heights North Campus to the SPC Daniel Zizumbo Campus. UNO Charter School – Archer Heights South Campus to the PFC Omar E. Torres Campus, and the UNO Charter School – Archer Heights High School Campus to the Major Hector P. Garcia MD Campus. (b) identify the former De La Cruz facility at 2317 W. 23<sup>rd</sup> Place as a temporary location for the UNO Charter School – Octavio Paz Primary and Intermediate Campuses for the 2009-2010 school year only: (c) temporarily adjust the at capacity enrollment for the Octavio Paz Campuses for the 2009 – 2010 school year to 305 for the Primary Campus and 175 for the Intermediate Campus; (d) change the grade structure for the Octavio Paz Primary Campus to serve grades K through 5 and for the Octavio Paz Intermediate Campus to serve grades 6 through 8, and (e) change the start date for the UNO Charter School – Gage Park Campus from 2009 to 2010. A public hearing on the proposed changes was held on Friday, August 21, 2009. The hearing was recorded and a summary of the hearing is available for review.

On July 15, 2009, UNO Charter School Network submitted a proposal in response to the Renaissance 2010 Request for Proposals to open one new campus as a part of its pre-qualified status (authorized by Board Report 07-1114-EX4). The new campus is expected to open at full capacity in the fall of 2011 serving 600 students in grades K-8 at a site to be determined. The overall at capacity enrollment of the UNO Charter School Network will increase by 600 students to 6430 for the 2011-2012 school year. Public hearings, as required by statute, were held on June 23, 2009, September 10, 2009 and November 9, 2009. The public hearings were recorded and summary reports for all hearings are available for review.

In March 2010 UNO Charter School Network submitted a material modification to (a) identify the independent facility at 2744 W. Pershing as the location for the UNO Charter School – Gage Park Campus, (b) identify the independent facility at 2651 W. 23<sup>rd</sup> Street as the permanent location for the UNO Charter School – Octavio Paz Campus, and (c) consolidate the UNO Charter School – Octavio Paz Primary Campus and the UNO Charter School – Octavio Paz Intermediate Campus into one attendance center identified by one unit number serving grades K-8. A public hearing on the proposed changes was held on Tuesday, April 20, 2010 The hearing was recorded and a summary report is available for review.

In April 2010 UNO Charter School Network submitted a material modification to change the start date of the UNO Charter School – Academy High School Campus from fall 2010 to fall 2011 UNO Charter School Network also submitted a material modification to modify the at capacity enrollments at various UNO Charter School Campuses. The campuses and respective at capacity enrollment changes are listed in the table below. A public hearing on the proposed changes was held on Wednesday, May 12, 2010. The hearing was recorded and a summary report is available for review.

	Year	A .d	At Capacity	2008 - 2009	At Capacity
Campus Name	Opened	Address	Grades	Enrollment	Enrollment
0.4- 8- 8		2054 141 22/9		!	1060
Octavio Paz	4000	2651 W 23"		410	<u>620</u>
Campus	1998	Street	K – 8	( <u>in 10-11</u> )	
5	0005	5135 S		204	2 <del>9</del> 7
Rufino Tamayo	2005	California	K 8	261	315 297
Bartolome de	2222	1641 W. 16 <sup>th</sup>		004	
las Casas	2006	Street	K <u>-8</u>	261	315
		2845 W.			576
Carlos Fuentes	2006	Barry	K - 8	522	630
Officer Donald		2916 W 47 <sup>th</sup>	_		600
J. Marquez	2007	Street	K-8	522	630
SPC Daniel				i	:
Zizumbo		4248 W. 47 <sup>th</sup>		l	600
Campus	2008	Street	K ~ 8	522	<u>670</u>
PFC Omar E.		4248 W 47 <sup>th</sup>			600
Torres Campus	2008	Street	K – 8	522	670
Major Hector P					
Garcia MD		4248 W 47 <sup>th</sup>			. 600
Campus	2008	Street	9 – 12	180	720
Gage Park		2744 W		600	600
Campus	2010	Pershing	K-8	(in 10-11)	630
	<u>-</u>	South	:- · · <del></del> ·	Γ	
Academy High		Homan		150	
School		Avenue &		(in 10-11)	
Campus	2040 11	51 <sup>st</sup> Street	9 – 12	i (in 11-12)	600
Elementary				600	i 600
School	2011	TBD	K-8	(in 11-12)	630
Campus		,	1	Ī_,	1

Once the new Gage Park and Academy High Campuses anticipated to open in the fall of 2010 and the fall of 2011 respectively are ready for occupancy, the Office of New Schools will propose amended Board Reports providing the full address for each of those campuses. The Charter School Agreement will be amended consistent with those amended Board Reports.

CONTINGENT APPROVAL: Approval to open the new elementary school campus in the fail of 2011 and the execution of an amendment to the Charter School Agreement are contingent upon a final review and approval of the new elementary school campus proposal, an assessment of the District's need for this charter school campus based upon demographics and student demands, any required subsequent public hearings, and Board approval of the proposed school site. These benchmarks will be communicated to the school operator in a formal Letter of Conditions with all deadlines to be met by March 15, 2011. The Office of New Schools will oversee the enforcement of these deadlines, failure to meet these deadlines may, at the option of the Board, result in the rescission of the authority granted herein and the denial of the approval to open this new campus. A final review of this new campus proposal will be conducted by the Chief Executive Officer on or before April 15, 2011 to determine final approval or denial of the new campus proposal and satisfactory resolution of all material issues related to the opening of the new elementary school campus.

The obligation to secure and prepare an independent facility for the elementary school campus opening in the fall of 2011 is the responsibility of the charter school. The Board is not undertaking any responsibility for securing a facility in the event the charter school is unable to do so.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of UNO's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial analysis, and academic site visits of the three campuses in which teaching and learning, leadership and governance, and the learning communities were assessed. Public nearings were conducted on January 9, 2008 and May 13, 2008 to receive public comment on the application to renew the Charter School Agreement with UNO Charter School Network for an additional five years. There was no public testimony, oral or written, from anyone in opposition of the renewal of UNO Charter School. In addition, the Office of New Schools evaluated the school's student performance. From 2003-2004 to 2006-2007. UNO received 22 out of 38 high ratings and 16 out of 38 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. Since 2003-2004, the charter schools attendance rate has averaged 94%. From 2003-2004 to 2006-2007, the percentage of students meeting/exceeding state standards to 71.6%). The charter school also met Adequate Yearly Progress targets for four consecutive years (2003-04 to 2006-07). Looking across all of the school performance.

indicators, UNO Charter School can be categorized as "Meeting Standards" for achieving pupil performance standards using the framework put forth by the district for assessing charter school pupil performance. The Office of New Schools recommends that, based on the school's performance on these and other accountability criteria, UNO Charter School be authorized to continue operating as a charter school

**RENEWAL TERM:** The term of UNO Charter School Network's charter agreement is being extended for a five (5) year term commencing July 1, 2008 and ending June 30, 2013

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

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

FINANCIAL: The financial implications will be addressed during the development of the 2011 10-2012 12 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY1011 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of this additional UNO Charter School's total enrollment will be approximately \$3,670,200.00 32,910,000.00 in 201110 -201211. If UNO Charter School applies to the Renaissance Schools Fund for funding for the new elementary school campus opening in the fall of 2011 and is not approved for such funding, the Board shall provide a one-time payment to the campus for planning positions in an amount not to exceed \$170,000.00

#### **GENERAL CONDITIONS:**

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

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

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

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

# 10-0526-EX6

# AMEND BOARD REPORT 10-0428-EX6 APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH ERIE ELEMENTARY CHARTER SCHOOL

# THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

This May 2010 amendment is necessary to (a) authorize Erie Elementary Charter School to relocate to an independent facility located at 1405 N. Washtenaw starting in the fall of 2010, (b) add a sixth grade to the charter school beginning in fall of 2010 and (c) increase the at capacity enrollment of the charter school by 66 to a new at capacity enrollment of 306 students. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

CHARTER SCHOOL: Erie Elementary Charter School

2510 W. Cortez 1405 N. Washtenaw

Chicago, IL 60622 Phone: 773-486-7161

Contact Person: Eleanor Nicholson, Principal

**OVERSIGHT:** 

Office of New Schools 125 S. Clark, 5<sup>th</sup> Floor Chicago, IL 60603 (773) 553-1530

Contact Person: Jaime Guzman, Interim Acting Executive Officer

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 05-0126-EX8) was for a term commencing July 1, 2005 and ending June 30, 2010 and authorized the operation of a charter school serving no more than 240 students in grades K – 5.

**CHARTER RENEWAL PROPOSAL:** Erie Elementary Charter School submitted a renewal proposal on September 11, 2009, to continue the operation of the Erie Elementary Charter School under a unified mission. The Charter School shall serve grades K - 5 with a maximum student enrollment of 240 students.

In January 2010, Erie Elementary Charter School submitted a material modification to add a sixth grade to the school beginning in the fall of 2010 and to increase the at capacity enrollment by 66 to a new at capacity enrollment of 306 students. In February 2010, the charter school submitted an additional material modification to relocate the charter school to an independent facility located at 1405 N Washtenaw beginning in the fall of 2010. A public hearing on the proposed changes was held on Wednesday, May 12, 2010. The hearing was recorded and a summary report is available for review.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of Erie's performance and operations. This evaluation included a review of the proposal, facilities surveys, governance analysis, and financial analysis. A public hearing was conducted on Monday, March 8, 2010 and Friday, April 9, 2010 to receive public comment on the application to renew the Charter School Agreement with Erie Elementary Charter School for an additional five years. In addition, the Office of New Schools evaluated the school's student performance. From 2005-2006 to 2008-2009, Erie Elementary Charter School received 4 out of 13 high ratings and 8 out of 13 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2005-2006 to 2008-2009, Erie's student attendance averaged 94.3%. In 2009 the percentage of students meeting/exceeding state standards on the ISA1 Composite was 64.7%. The committee recommends that, based on the school's performance on these and other accountability criteria, Erie be authorized to continue operating as a charter school

RENEWAL TERM: The term of Erie Elementary Charter School's charter status is being extended for a five (5) year term commencing July 1, 2010 and ending June 30, 2015

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

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

**FINANCIAL:** The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY11 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of this <a href="mailto:additiona">additiona</a> enrollment will be approximately \$ 1,468,080.00 331,052.04 in 2010-2011

### **GENERAL CONDITIONS:**

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

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

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

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

# 10-0526-EX7

# APPROVE ENTERING INTO AMENDED AND RESTATED CHARTER SCHOOL AGREEMENTS WITH VARIOUS CHARTER SCHOOLS

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

Approve entering into amended and restated Charter School Agreements with the charter schools listed herein to incorporate revisions to the Charter School Agreement and Accountability Plan. Written amended and restated charter school agreements are currently being negotiated. The authority granted herein shall automatically rescind as to each Charter School in the event their 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 Board Report. The agreements authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to these agreements is stated below.

#### **CHARTER SCHOOLS:**

- Amandla Charter School 6800 S. Stewart Avenue Chicago, IL 60621 Phone: (773) 396-8022 Contact: Erin Ferguson, Principal
- ASPIRA Charter School c/o ASPIRA Inc. of Illinois 2415 N. Milwaukee Avenue Chicago, IL 60647 Phone: (773) 252-0970 Contact Person: Jose Rodriguez
- Bronzeville Lighthouse Charter School 8 West Root Street Chicago, IL 60651 Phone: (508) 626-0901 Contact Person: Mark Culliton
- Chicago Math and Science Academy Charter School 7212 N. Clark Chicago, IL 60626 Phone: (773) 761-8960 Contact Person: Ali Yilmaz, Principal
- Henry Ford Academies of Illinois, NFP 931 S. Homan Avenue Chicago, IL 60624 Phone: (312) 558-1690 Contact: Kathryn M. Vanden Berk
- Namaste Charter School
   3737 S. Paulina Avenue
   Chicago, IL 60609
   Phone: (773) 715-9558
   Contact Person, Allison Slade, Principal
- Passages Charter School
   Charter Holder: Asian Human Services
   4753 N. Broadway
   Chicago IL 60640
   Phone: (773) 728-2235
   Contact Person: Abha Pandya, CEO of AHS
- Polaris Charter Academy
   620 N. Sawyer
   Chicago, IL 60624
   Phone: (708) 660-0301
   Contact Person: Michelle Navarro, Principal

- Architecture, Construction and Engineering Technical Charter School 5410 S. State Street Chicago, IL 60609 Phone: (773) 548-8705 Contact Person: Geri Harston, Executive Director
- Betty Shabazz International Charter School 7823 S. Ellis Chicago, IL 60616 Phone: (773) 651-1221 Contact Person: Dr. Elaine Mosley, Head of School
- Catalyst Charter School Howland 1616 S. Spaulding Chicago, IL. 60623 Phone: (312) 787-2870 Contact Person. Michael Fehrenbach.
- 8 Chicago Virtual Charter School 38 S. Peoria Chicago, IL 60607 Phone: (406) 599-0769 Contact Person: Peter Stewart
- 10 KIPP Ascend Charter School 715 S. Kildare Avenue Chicago, IL 60624 Phone: (773) 533-1770 Contact Person. Jim O'Connor, Founding School Leader
- North Lawndale College Preparatory Charter High School 1615 S. Christiana Phone: (773) 542-1490 Contact Person. John Horan, Director of Planning
- Perspectives Charter School
   601 S. LaSalle Street, Suite 700
   Chicago, IL 60605
   Phone: (312) 604-2123
   Contact Person: Rhonda Hopps, CEO
- Providence-Englewood Charter School 6515 S. Ashland Chicago, IL 60636 Phone: (773) 722-4600 Contact Person: Paul Adams

17. The University of Chicago Charter School Corporation c/o Center for Urban School Improvement

1313 E. 60<sup>th</sup> Street Chicago, IL 60637 Phone: (773) 702-0663

Contact Person: Linda Wing, Deputy Director

19. Youth Connection Charter School 10 W. 35th Street Chicago, IL 60616 Phone: (312) 328-0799

Contact Person: Sheila Venson, Executive

Director

21. LEARN Charter School 1132 S. Homan Avenue Chicago, IL 60624 Phone: (773) 826-6330

Contact Person: Courtney Francis

Contact Person: Dr. Elizabeth Purvis, Director

20. Chicago Charter School Foundation

228 S. Wabash, Suite 500

Chicago, IL 60604 Phone: (312) 651-5000

Contact Person: Tim King, Founder and

22. Alain Locke Charter Academy Charter School 3141 W. Jackson Chicago, IL 60612 Phone: (773) 265-7230

18. Urban Prep Academies Inc. 420 N. Wabash, Suite 203

Phone: (312) 276-0259

Chicago, IL 60611

Contact Person Lennie Jones, Principal

OVERSIGHT: Office of New Schools

125 S. Clark Street, 5th Floor

Chicago, IL 60603 773-553-1530

Contact Person: Jaime Guzman, Acting Executive Officer

CHARTER AMENDMENT PROPOSAL: The Office of New Schools proposes to amend the existing Charter School Agreements for the aforementioned charter schools to adopt revisions to the Charter School Agreement and Accountability Plan. The Charter School Accountability Plan has been revised to align with the Board's standards for evaluation of student performance. The execution of amended and restated Charter School Agreements will further the goal of uniformity in performance measurement, accountability and other terms and conditions among all Charter Schools. A public hearing on the proposed changes was held on Thursday, May 13, 2010. The hearing was recorded and a summary report is available for review.

RENEWAL TERM: Each amended and reinstated agreement shall commence on July 1, 2010 and shall end on the date set forth in the each Charter School's current agreement

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

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

FINANCIAL: There are no financial implications with respect to the amended and restated Charter School Agreements. The financial implications of the operation of the charter schools listed herein are addressed in the Board Reports specific to each charter school.

### **GENERAL CONDITIONS:**

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

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

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

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

# APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH GALAPAGOS CHARTER SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

CHARTER SCHOOL: Galapagos Charter School 3814 W. Iowa Street

3814 W. Iowa Street Chicago, IL 60651 Phone: 773-384-9400

Contact Person: Michael Lane, Principal

OVERSIGHT: Office of New Schools

125 S. Clark, 5<sup>th</sup> Floor Chicago, IL 60603 (773) 553-1530

Contact Person. Jaime Guzman, Acting Executive Officer

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 05-0126-EX9) was for a term commencing July 1, 2005 and ending June 30, 2010 and authorized the operation of a charter school serving no more than 378 students in grades K – 8.

CHARTER RENEWAL PROPOSAL: Galapagos Charter School submitted a renewal proposal on September 14, 2009, to continue the operation of the Galapagos Charter School under a unified mission. The Charter School shall serve grades K - 8 with a maximum student enrollment of 350 students.

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

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of Galapagos's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial and governance analyses, and site visit of the school in which teaching and learning, leadership and governance, learning community and services for ELL students and students with special needs were assessed. A public hearing was conducted on Monday May 10, 2010 to receive public comment on the application to renew the Charter School Agreement with Galapagos Charter School for an additional five years. In addition, the Office of New Schools evaluated the school's student performance From 2005-2006 to 2008-2009, Galapagos Charter School received 7 out of 19 high ratings and 12 out of 19 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance From 2005-2006 to 2008-2009, Galapagos's student attendance averaged 94.8% In 2009, the percentage of students meeting/exceeding state standards on the ISAT Composite was 65.0%, an increase of 21.3 percentage points from 2005-2006. The committee recommends that, based on the school's performance on these and other accountability criteria, Galapagos Charter School be authorized to continue operating as a charter school

**RENEWAL TERM:** The term of Galapagos Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2010 and ending June 30, 2015

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

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

**FINANCIAL:** The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY11 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of this enrollment will be approximately \$ 1,755,579 00 in 2010-2011

#### **GENERAL CONDITIONS:**

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

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

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

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

# 10-0526-EX9

# APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH LEGACY CHARTER SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

CHARTER SCHOOL: Legacy Charter School

4217 W. 18<sup>th</sup> Street Chicago, IL 60623 Phone: 773-542-1640

Contact Person: Lisa Kenner, Principal

OVERSIGHT: Office of New Schools

125 S. Clark, 5<sup>th</sup> Floor Chicago, IL 60603 (773) 553-1530

Contact Person: Jaime Guzman, Acting Executive Officer

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 05-0126-EX7) was for a term commencing July 1, 2005 and ending June 30, 2010 and authorized the operation of a charter school serving no more than 482 students in grades K – 8.

CHARTER RENEWAL PROPOSAL: Legacy Charter School submitted a renewal proposal on September 14, 2009, to continue the operation of the Legacy Charter School under a unified mission. The Charter School shall serve grades K - 8 with a maximum student enrollment of 482 students.

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

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

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of Legacy's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial and governance analyses, and site visit of the school in which teaching and learning, leadership and governance, learning community and services for ELL students and students with special needs were assessed. A public hearing was conducted on Monday May 10, 2010 to receive public comment on the application to renew the Charter School Agreement with Legacy Charter School for an additional five years. In addition, the Office of New Schools evaluated the school's student performance. From 2005-2006 to 2008-2009, Legacy Charter School received 10 out of 17 high ratings and 6 out of 17 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From

2005-2006 to 2008-2009, Legacy's student attendance averaged 94.3%. In 2009, the percentage of students meeting/exceeding state standards on the ISAT Composite was 73.4%, an increase of 16.3 percentage points from 2007-2008. The committee recommends that, based on the school's performance on these and other accountability criteria, Legacy Charter School be authorized to continue operating as a charter school.

**RENEWAL TERM:** The term of Legacy Charter School's charter and agreement is being extended for a five (5) year term commencing July 1, 2010 and ending June 30, 2015.

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

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

FINANCIAL: The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY11 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of this enrollment will be approximately \$ 2,948,394.00 in 2010-2011.

#### **GENERAL CONDITIONS:**

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

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the Provisions of 105 ILCS 5/34-21 3, which restricts the employment of, or the letting of contracts to former Board members during the one-year period following expiration or other termination of their terms of office.

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

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

# 10-0526-EX10

# APPROVE THE RENEWAL OF THE CHARTER SCHOOL AGREEMENT WITH YOUNG WOMEN'S LEADERSHIP CHARTER SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

CHARTER SCHOOL: Young Women's Leadership Charter School

2641 S. Calumet Avenue Chicago, IL 60616 Phone: (312) 949-9400

Contact Person: Michelle Russell, Co-Director

OVERSIGHT: Office of New Schools

125 S. Clark, 5<sup>th</sup> Floor Chicago, IL 60603 (773) 553-1530

Contact Person: Jaime Guzman, Acting Executive Officer

**ORIGINAL AGREEMENT:** The original Charter School Agreement (authorized by Board Report 99-1215-EX2) was for a term commencing July 1, 2000, and ending June 30, 2005. The agreement authorized the operation of a single facility charter school with enrollment not to exceed 525 students in grades 6 through 12. The agreement was renewed (authorized by Board Report 05-0223-EX3) for a term commencing July 1, 2005 and ending June 30, 2010. The agreement authorized the operation of a single facility charter school with enrollment not to exceed 400 students in grades 7 through 12.

CHARTER RENEWAL PROPOSAL: Young Women's Leadership Charter School submitted a renewal proposal on September 14, 2009, to continue the operation of Young Women's Leadership Charter School. The charter school shall be located at 2641 S. Calumet Avenue and shall serve grades 7 through 12 with a maximum student enrollment of 400 students. The agreement incorporates an accountability plan in which the school is evaluated by the Board each year based on numerous factors related to its academic, financial and operational performance.

Young Women's Leadership Charter School also entered into an Educational Services Partnership Agreement with Edison Schools Inc. to provide oversight of the academic program at Young Women's Leadership Charter School beginning with the 2010 – 2011 school year.

CHARTER EVALUATION: After receiving the charter renewal proposal, the Office of New Schools conducted a comprehensive evaluation of the charter school's performance and operations. This evaluation included a review of the proposal, facilities surveys, financial and governance analyses, and site visit of the school in which teaching and learning, leadership and governance, learning community and services for ELL students and students with special needs were assessed. In addition, the Office of New Schools evaluated the school's student performance. From 2005-2006 to 2008-2009, the school received 9 out of 47 high ratings and 25 out of 47 middle ratings on their absolute student indicators found in the framework put forth by the district for assessing charter school pupil performance. From 2006 to 2008, the charter school's attendance rate averaged 88.3%. From 2005-2006 to 2008-2009, the percentage of students meeting/exceeding state standards on the ISAT Composite increased by 9 percentage points (56.3% of students meeting/exceeding state standards to 65.3%). In 2008-2009, the charter school's PSAE Composite was 12.3% of students meeting or exceeding standards. The committee recommends that based on the school's performance on these and other accountability criteria and subject to inclusion in the Charter School Agreement of additional terms and conditions which were communicated to the charter school in March 2010, Young Women's Leadership Charter School be authorized to continue operating as a charter school for a three (3) year term. A public hearing was conducted on May 10, 2010 to receive public comment on the application to renew the Charter School Agreement. The hearing was recorded and a summary report is available for review

RENEWAL TERM: The term of Young Women's Leadership Charter School's charter status is being extended for a three (3) year term commencing July 1, 2010 and ending June 30, 2013, provided that all of the additional terms and conditions communicated to the charter school by the Office of New Schools in March 2010 are included in the agreement. During this renewal term, the charter school will be required to maintain the Educational Services Partnership Agreement with Edison Schools Inc. In addition, upon release of the Performance, Remediation and Probation Policy (PRPP) ratings for the 2010-2011 school year, the middle and high school divisions of Young Women's Leadership Charter School must each achieve at least 37% of possible points under the PRPP, with the majority of points coming from metrics in which zero points were attained based on 2008-2009 school year data. Upon release of the PRPP for the 2009-2010 school year, the school must show progress toward meeting the 2011 target

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

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

FINANCIAL: The financial implications will be addressed during the development of the 2010-2011 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY11 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets. The cost of this enrollment will be approximately \$ 2,508,216.00 in 2010-2011.

### **GENERAL CONDITIONS:**

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

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

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

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

### 10-0526-EX11

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

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize payment of startup funds to and approve entering into disbursement and use of startup funds agreements with various charter schools at a total aggregate cost not to exceed \$3,835,835,835,00. Written agreements for each Charter School are currently being negotiated. No payment shall be made to any Charter School prior to the execution of such Charter School's written agreement. The authority granted herein shall automatically rescind as to each Charter School in the event such Charter School's written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

#### **CHARTER SCHOOLS:**

LEARN Charter School
 1132 S. Homan Avenue
 Chicago, IL 60624
 Phone: 773-826-6330
 Control Paragraphy

Contact Person: Courtney Francis Disbursement Amount: \$455,608 00

3. Noble Network of Charter Schools 1010 N. Noble Street Chicago, IL 60622

Phone: 773-862-1449 Contact Person; Michael Milkie,

Superintendent

Disbursement Amount: \$548,943 00

5. Institute for Latino Progress, Inc 2570 S. Blue Island Avenue Chicago, IL 60608 Phone: 773-890-0055

Contact Person, Juan Salgado, President and Chief Executive Officer Disbursement Amount: \$555,615.00

**OVERSIGHT:** Office of New Schools

125 South Clark Street, 5th Floor

Chicago, Illinois 60603

Jaime Guzman, Acting Executive Officer

773-553-1530

 Chicago Charter School Foundation 228 S. Wabash, Suite 500 Chicago, IL 60604 Phone: 312-651-5000 Contact Person: Dr. Elizabeth Purvis, Director Disbursement Amount. \$917,239.00

Urban Prep Academies Inc 420 N. Wabash, Suite 203 Chicago, IL 60611 Phone: 312-276-0259 Contact Person. Tim King, CEO Disbursement Amount: \$522,187.00

UNO Charter School Network
 954 W. Washington Boulevard
 Chicago, IL 60607
 Phone. (312) 432-6301
 Contact Person, Juan Rangel President
 Disbursement Amount \$836,243,00

**TERM:** Each agreement shall commence on the date the agreement is signed and shall end on the earlier of either the date of disbursement of all funds or the end of this current fiscal year

USE OF FUNDS: The funds will be used for educational purposes such as purchasing textbooks, computers furniture and security for new Charter Schools and new campuses of Charter Schools opening in Fall 2010

**OUTCOMES:** Disbursement of funds will result in the complete preparation of classrooms and facilities for the start of the 2010 – 2011 school year

**COMPENSATION:** Each Charter School shall receive the disbursement amount indicated above. The total amount to be paid to the Charter Schools shall not exceed the sum of \$3,835,835.00

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

AFFIRMATIVE ACTION: Not applicable.

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

FINANCIAL: Charge to Office of New Schools: \$3,835,835.00 Fiscal Year: 2010

Budget Classification: 12670-115-54105-009541-005058 Source of Funds. General Fund

# GENERAL CONDITIONS:

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

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

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

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

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

#### 10-0526-EX12

# ADJUST THE ATTENDANCE BOUNDARIES AND THE GRADE STRUCTURE FOR JOHN B. MURPHY ELEMENTARY SCHOOL AND THE ATTENDANCE BOUNDARIES FOR THURGOOD MARSHALL MIDDLE SCHOOL

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Effective July 1, 2010, adjust the attendance boundaries and grade structure for the John B. Murphy Elementary School ("Murphy") located at 3539 West Grace Street, and the attendance boundaries for Thurgood Marshall Middle School ("Marshall Middle") located at 3900 North Lawndale Avenue.

A public hearing was held on May 7, 2010 at the Chicago Board of Education Conference Room 1 located at 125 South Clark Street on the 17<sup>th</sup> floor to discuss the proposed grade structure and boundary changes.

#### **DESCRIPTION:**

These changes are possible due to the declining enrollment at Murphy. This will allow Murphy to serve grades kindergarten through seventh during the 2010-11 school year and grades kindergarten through eight during the 2011-12 school year.

# Adjust the Attendance Boundary and Grade Structure for Murphy School (School ID # 610089)

Effective July 2010, Grades kindergerten through seventh; (Grade eight attend Marshall Middle);

Effective July 2011, Grades kindergarten through eighth;

Beginning at Pulaski Road and Irving Park Road East to Springfield Avenue North to Belle Plaine Avenue East to Hamlin Avenue North to Elston Avenue Southeast to Belle Plaine Avenue East to Kimball Avenue South to Elston Avenue Southeast to Addison Street West to Avondale Avenue Northwest to Pulaski Road North to the starting point

# Adjust the Attendance Boundary for Marshall Middle School (School ID # 610321)

Only For the 2010-2011 School Year, Grade-8 only (Grades K-7 attend Murphy); Effective 2011 Murphy will serve this attendance area

Beginning at Pulaski Road and Irving Park Road
East to Springfield Avenue
North to Belle Plaine Avenue
East to Hamlin Avenue
North to Elston Avenue
Southeast to Belle Plaine Avenue
East to Kimball Avenue
South to Elston Avenue
Southeast to Addison Street
West to Avondale Avenue
Northwest to Pulaski Road
North to the starting point

--AND--

#### Grades seventh and eighth (Grades Kindergarten through sixth attend Henry).

Beginning at Ridgeway Avenue and Berteau Avenue East to Lawndale Avenue North to Cullom Avenue East to Monticello Avenue North to Montrose Avenue East to Drake Avenue North to Sunnyside Avenue East to Spaulding Avenue North to Wilson Avenue East to Kedzie Avenue South to Montrose Avenue West to Sawyer Avenue South to Cullom Avenue West to Spaulding Avenue South to Irving Park Road West to Kimball Avenue North to Belle Plaine Avenue West to Ridgeway Avenue North to the starting point

#### --AND--

# Grades 7-8 (grades K-6 attend Haugan);

Beginning at Keeler Avenue and Lawrence Avenue East to Kimball Avenue South to Eastwood Avenue East to Spaulding Avenue South to Sunnyside Avenue West to Drake Avenue South to Montrose Avenue West to Monticello Avenue South to Cullom Avenue West to Lawndale Avenue South to Berteau Avenue West to Ridgeway Avenue South to Belle Plaine Avenue West to Eiston Avenue Northwest to Kiona Avenue Northeast to Kelso Avenue Northwest to Kiona Avenue Northeast to Leland Avenue West to Keeler Avenue North to the starting point

# --AND-

# Grades 7-8 (grades K-6 attend Falconer);

Beginning at Lockwood Ave and Belmont Ave East to Laramie Ave North to Roscoe St East to Lavergne Ave North to Cornelia Ave East to Cicero Ave South to Roscoe St East to the C&NW RR (at Kenton Ave) South to Diversey Ave West to Kilpatrick Ave North to George St West to Cicero Ave South to Wrightwood Ave West to Lavergne Ave North to Diversey Ave West to Laramie Ave North to Oakdale Ave West to Lockwood Ave North to the starting point

Grades 7-8 (grades K-6 attend Barry);

Beginning at Cicero Ave and George St East to Kilpatrick Ave South to Diversey Ave

East to the C&NW Railroad (at Kenton Ave)

North to Wellington Ave

East to the CM&STP (Milwaukee District North Line) Railroad

Southeast to Wrightwood Ave

West to Kildare Ave South to Fullerton Ave

West to C&NW Railroad (at Kenton Ave)

North to Altgeld St West to Cicero Ave North to the starting point

LSC REVIEW:

Not applicable.

**AFFIRMATIVE** 

**ACTION STATUS:** 

Not applicable.

FINANCIAL:

No additional cost to the Chicago Public Schools

PERSONNEL

IMPLICATIONS:

These schools will be staffed according to the ratios in the Agreement between the Board of Education of the City of Chicago and the Chicago Teachers Union

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0526-EX1 through 10-0526-EX12 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0526-EX1 through 10-0526-EX12 adopted.

10-0526-ED1

# **REPORT ON STUDENT EXPULSIONS FOR APRIL 2010**

DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

110 Students were expelled from the Chicago Public Schools in April 2010.

# **DESCRIPTION:**

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the School Code of Illinois, Section 6-8 of the Rules of the Board of Education of the City of Chicago, and the Student Code of Conduct of the Chicago Public Schools, the designee for the Chief Executive Officer approved the expulsion of 110 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

### April Totals (April 1 to April 30, 2010)

Expulsions	110
No Expulsions	22
SMART Referrals	<u>148</u>
	280

# (2009-2010 Totals to Date)

(August 1, 2009 to current)

Expulsions	344
No Expulsions	155
SMART Referrals	733
Decisions Pending	10
•	1,242

# LSC REVIEW:

LSC review is not applicable to this report.

#### **AFFIRMATIVE ACTION STATUS:**

Not applicable.

#### **FINANCIAL:**

No cost to the Chicago Public Schools.

#### PERSONNEL IMPLICATIONS:

None

#### 10-0526-ED2

# APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS PROVIDERS FOR HIGH QUALITY EARLY CHILDHOOD SERVICES

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

Approve entering into agreements with providers listed in Exhibit "A' to provide high quality early childhood services to children ages birth to five and their families at a cost not to exceed the aggregate amount of \$55,710,000.00. Providers were selected on a non-competitive basis pursuant to submitted proposals and evaluated on past services and the ability to meet program guidelines as mandated by the Illinois State Board of Education and the Chicago Public Schools. Written agreements for services are being negotiated. No services shall be provided by any provider and no payment shall be made to any provider prior to the execution of such provider's written agreement. The authority granted herein shalt automatically rescind as to each provider in the event a written agreement for such provider is not executed within 120 days of the date of this Board Report. Information pertinent to these agreements is stated below

PROVIDERS: See Exhibit "A"

USER: Office of Early Childhood Education

125 S. Clark Street, 9th Floor

Chicago, IL 60603

Contact: Paula Cottone (773) 553-2010

**TERM:** The term of each agreement shall commence on July 1, 2010 and shall end on June 30, 2011. The agreements shall have no options to renew.

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

SCOPE OF SERVICES: Providers will furnish one or more of the following services: early childhood center based educational services in a full day setting for preschool children ages 3 and 4; infant – toddler center based Prevention Initiative services in a full day setting for children ages birth to age 3; Prevention Initiative Model Services to children ages birth to age 3 and their families; or Parental Training services to families with children under the age of 5 receiving no other educational services. Programs must be developmentally appropriate and meet the needs of each age group and their families. Center based educational programs must include a Research Based Curriculum with activities that foster cognitive, language, physical, social, creative, emotional and personal (self-help) development. Prevention Initiative and Parental Training programs must be designed so that parents will gain knowledge and skills in parenting through implementation of a research based program model which will guide the provision of services and provide for coordination of services.

**DELIVERABLES:** Providers will deliver appropriate educationally sound and research based preschool and/or infant toddler programs to eligible children enrolled in child care centers and/or case management and/or parent educational services to children and families eligible for the Prevention Initiative or Parental Training programs as described by the Illinois State Board of Education.

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

COMPENSATION: Each provider shall be pald quarterly upon invoicing based upon approved budgets and the number of children served during the prior quarter; the sum of payments to all providers shall not exceed \$55,710,000. The first payment shall be made within 30 days of contract execution; subsequent payments shall be made during the months of November, March, and June after all financial and program information including budget, certification, enrollment, expenditure documents and reports have been reviewed and approved by the Board.

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

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the 2007 Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination shall be made as to when transactions should be excluded from contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes not-for-profit organizations.

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

FINANCIAL: Charge to: Office of Early Childhood Education Fiscal Year 2011

Budget Classifications: 11385-XXX-54105-111085-XXXXXX (\$54,310,000 FY11)

11385-115-54105-119041-000000 (\$1,400,000 FY11)

#### **GENERAL CONDITIONS:**

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

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members

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

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

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

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

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Exhibit A
Chicago Public Schools
Office of Early Childhood Education
Community Partnership Programs

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
	ABC Preschool	89685	3800 N. Austin	60634	Patricia	Bentz	773-685-9033
7	Abraham Lincoln Centre	98987	3858 S. Cottage Grove	60653	Breian	Meakens	773-285-1390
က	Ada S. McKinley Community Services, Inc.	21166	725 S. Wells Suite 1A	20909	George	Jones Jr.	312-375-1999
4	Ahadi Early Learning Center	81327	7200 S. Ridgeland Ave.	60649	Heather M.	Duncan	773-251-7086
2	A-Karrasel Child Care Centers	20221	3030 N. Kedzie	60618	Anthony	Moreli	708-452-0053
9	Alain Locke Charter School	04730	3141 W. Jackson Blvd.	60612	Lennie	Sauor	773-265-7232
۷	Albany Park Community Center, Inc	45712	3403 W. Lawrence, Suite 300	60625	David	Lyke	773-433-3260
8	All About Kids Leaming Academy, Inc	81328	514 E. 75 <sup>th</sup> St.	60619	Tess	McKenzie	773-255-5530
6	Alison's Infant and Toddler Center	81401	5522 S. Racine	98909	Allison	Caldwell	773-436-3193
10	Asian Human Services	22957	4753 N. Broadway Suite 700	60640	Abha	Pandya	773-989-4535
11	Bethune Educational Center	27677	843 W. 103rd Street	60643	Lonnie	Walker-Rivers	773-233-6100
12	Black Rhino, Inc. "DBA" Building Blocks Leaming Academy	89689	1120 West 69th St.	60621	Michelle	Redd	773-488-2222
13	Board of Trustees City Colleges of Chicago	50568	226 W. Jackson Blvd Room 921	90909	Jan	Stepto-Millet	312-553-2662
14	Board of Trustees University of Illinois at Chicago	32571	809 S. Marshfield Ave	60612	Luis	Vargas	312-996-2862
15	Bunnyland Developmental Childcare Association	14164	545 W. 119 <sup>th</sup> Street	60628	Bemice	Singleton	773-568-5200

Exhibit A
Chicago Public Schools
Office of Early Childhood Education
Community Partnership Programs

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
16	Busy Bumble Bee Academy	14322	6445 S. Cottage Grove	26909	Keesha	Currington	773-643-4706
17	Caring Hands A Step Ahead Learning Center	39924	4208 N. Broadway	60613	Regina	Parker Robertz	773-871-6443
18	Carole Robertson Center for Learning	45717	2020 W. Roosevelt	80909	Gail	Nelson	312-243-7300
19	Casa Central Social Services Corporation	26509	1343 N. California	60622	Ann	Alvarez	773-645-2404
20	Catholic Bishop of Chicago Archdiocese of Chicago Office of Catholic Schools	20592	835 N. Rush St.	60611	Julie	Ramski	312-751-3868
21	Catholic Chanties of the Archdiocese of Chicago	40249	721 N. LaSalle Rm. 205	60610	Michael M.	Bolland	312-655-7464
22	Centers For New Horizons, Inc.	50642	4150 S. King Drive	60653	Cynthia	Smith	773-373-5700
23	Chesterfield Tom Thumb Day Care Center	38893	9214 S. Cottage Grove	60619	Britt L.	Savage	773-874-3985
24	Chicago Child Care Society	31512	5467 S. University	60615	Nancy	Johnstone	773-643-0452
25	Chicago Commons Association	45713	744 N. Monticello Ave.	60624	Janice	Woods	773-826-4287
<b>5</b> 6	Chicago Urban Day School	35664	1248 W 69th Street	60636	Georgia	Jordan	773-483-3555
27	Chicago Youth Centers	13156	218 S. Wabash Ave, Suite 600	60604	Нату	Wells	312-795-3500
28	Children's Center for Creative Learning. Inc	14308	7944 - 58 S. Westem	60620	Tonnette R.	Williams	773-471-4927

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Exhibit A
Chicago Public Schools
Office of Early Childhood Education
Community Partnership Programs

L	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
59		39927	1050 E. 95th Street	60619	Leon I.	Walker	773-721-3200 x.1010
စ္က	Children's Garden Child Development Center, <b>76366</b> Inc.	76366	8902 S. Brandon Ave.	60617	Sharon	Berkley	773-375-9532
<u>ب</u>	Children's Home & Aid Society of Illinois	25624	125 S. Wacker Suite 1400	90909	Janet	Hamilton	312-424-6859
32	Children's House - Lake Meadows, Inc., The	14165	501 E. 32nd St.	60616	Debi	Fuller	708-756-4420
33	Children's Place Association, The	15006	1436 W. Randolph St	60607	Cathy	Krieger	773-826-1230
꿇	Children's Village Day Care and Kindergarten	61655	9011 S. Cottage Grove	60619	Julia	Draper	773-873-1700
35	ChildServ	45715	8765 W. Higgins Road, Suite 450	60631	James	Jones	773-693-0300
ဗ္တ	Chinese American Service League	45716	2141 S. Tan Court	60616	Brenda	Arksey	312-791-0454
37	Chipper Preschool and Kindergarten	23106	8225-29 S. Kedzie Ave.	60652	Amaryllis	Nelson	773-778-5757
38	Christopher House	47278	2507 N. Greenview	60614	Lori	Baas	773-769-4540
39	Concordia Place	41430	3300 N. Whipple	60618	Brenda	Swartz	773-463-1600
9	Creative Mansion Children's Academy, Inc	23107	4745 S. Ellis Ave	60615	Marjone C.	Jones	773-268-6066
4	Dorothy Sutton Branch Headstart and Daycare	64457	8601 S. State St.	60619	Ola	Kirksey	773-723-4445
42	Dorsey Developmental Institute	30058	2050 E. 93rd Street	60617	Cathy	Dorsey	773-375-4300
43	Early Child Care Services.Inc	64468	160 N. LaSalle N 201	60601	Stacey	Olszewski	312-814-4782
4	Easter Seals Metropolitan Chicago	18567	1939 W. 13th St	80909	Barbara	Zawacki	312-939-5115
45	El Hogar Del Niño	47279	1710-18 S Loomis St	80909	Jane	Garza Manzillas	523-1629 ext. 306
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Exhibit A
Chicago Public Schools
Office of Early Childhood Education
Community Partnership Programs

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
9	Erie Neighborhood House	45679	1701 W. Superior	22909	Celena	Roldan	312-563-5800
47	Erikson Institute	73654	451 N. LaSalle St.	60654	Linda	Gilkerson	312-893-7138
48	Eyes on the Future Child Care Center	34287	6969 N. Ravenswood	92909	Azieb	Gebrehiiwet	773-973-0771
<b>4</b>	Ezzard Charles School Day Care Center	13853	7946 S. Ashland Ave	60620	Eldora	Davis	773-487-0227
20	Fairyland Nursery School, Inc.	41417	4350 N. Milwaukee Ave.	60641	Sharon	Kalinowski	773-725-1246
51	Family Focus, Inc.	48890	310 S. Peoria, Suite 301	20909	Kevin	Гітьеск	312-421-5200
52	Firman Community Services, Inc.	23710	144 W. 47th Street	60909	Marguerite	gunoy	773-373-3400
8	First Congregational Church Day Care Center 29517	29517	1305 N. Hamlin	60651	Leocadia	ropez	773-384-8118
22	First Start Child Care Academy	91794	4753-59 W. Washington	60644	Patricia	Tyus	773-379-4928
55	Frazier Preparatory Academy	06650	4027 W. Grenshaw	60651	Lakita	רוגנופ	773-534-6776
26	Fresh Start Daycare, Inc	61657	6924 W North Avenue	20909	Willene	Britt	773-479-2870
57	Gads Hill Child Care Center	27716	1919 W Cullerton	80909	Barbara	Castellan	312-226-0963
28	Golden Gate Day Care Center, Inc.	09480	432 E. 134th Street	60627	W Jean	Simpson	773-928-7085

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Chicago Public Schools
Office of Early Childhood Education
Community Partnership Programs

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	Agency Name	Vendor#	Address	Zip	Name	Last Name	Phone
29	Granny's Daycare Center	85076	645 W. 127th St.	60628	Priscilla	Bolling	773-848-5827
90	Happy Holiday Nursery & Kindergarten	20010	401 E. 111th Street	60628	Alethia	Travis	773-821-7009
61	Happy Kids Leaming Center, Inc.	06968	4545 N. Kedzie Ave.	60625	Miguel	Muñoz	773-866-1405
29	Healthy Families Chicago	41407	2100 S. Marshall Blvd.	60623	Diane	Scruggs	773-257-0111
63	Henry Booth House	34288	2929 S. Wabash Ave. Suite 203	60616	William E.	Goss	312-949-3608
8	Higher Learning Daycare & Education Center	89693	2526 E. 73rd St.	60649	Will	Horton	773-734-1251
99	Holy Family Ministries	89692	790 Frontage Rd.	£6009	Susan	Work	847-441-4115
99	Home of Life Community Development Corp.	31519	4650 W. Washington	60644	Delores	Sheppard	773-626-8655
29	Howard Area Community Center	24412	7648 N. Paulina	92909,	Pamela	Barnet	773-262-6622 x252
89	Hull House Child Development Services	47297	1030 W. Van Buren	20909	Kathy	Jones	312-906-8600
69	Human Resources & Development Counseling DBA New Zion Child Care	64464	1960 W. 13th St	80909	Johner T	Wilson, III	312-733-1263
02	Illinois Action For Children	91629	4753 N. Broadway Suite 1200	60640	Maria	Whelan	773-697-6126
1.4	Imani Children's Academy	61659	11443 S. Halsted	60628	Shirley	Powell	773-660-9667
72	Improved Child Care Management Services Corp.	31520	520 N. Halsted Suite 412	60622	Mildred	Bumside	312-281-4449
73	Institute for Positive Education (New Concept) 41418	41418	7825 S. Ellis	60619	Debra	Bonds	773-651-9599

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Chicago Public Schools
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Community Partnership Programs

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
74	Irving Park Early Learning Center, Inc.	31405	3023 W. Montrose	60618	Rose	Ocasio	773-539-7422
75	It Takes a Village Child Care	41420	4000 W. Division	60651	Nakisha	Harris	773-276-1730
9/	Itsy Bitsy People Palace, Inc.	61658	7419 S. Cottage Grove	60619	Mary	Sawyer	773-846-7396
11	Jewish Community Centers of Chicago	30587	30 S. Wells St., Suite 4000	90909	Sheila	Goldman	312-357-4700
78	JFH Educational Academy, Inc. DBA Jolly Fun House Playschools	24757	7559 W. Addison	60634	Georgia	Bowie	773-637-6115
73	Jones Academy, Inc.	80623	4344 S. Wentworth Ave.	60909	Felicia	Jones	773-307-7507
8	Keeper's Institute Infant/Child Care	15069	2718 W. 59th St.	60629	Anne G.	Campbell	773-434-8835
8	Kenyatta's Day Care Center	20187	2334 E. 75th Street	60649	Brenda	Owens	773-221-3777
82	Kiddy Kare Preschool & Kindergarten	23109	4401 S. Kedzie	26909	Gregory	Chentnik	773-247-6642
83	Kids Place II, Inc.	64459	1318 West 95th St.	60643	Judith	Porter	773-445-6500
2	Kidwatch Plus, Inc.	29531	3901 N. Ridgeway	60618	Jeanne	Prete	773-539-5431
85	Kimball Day Care Center	97894	1636 N Kımball	60647	Alberta/Anoosh	Varda	773-235-7200
8	Korean American Community Services	41421	4300 N California Ave.	81909	Inchul	Сһо	773-583-5501
87	Kove Leaming Academy, Inc	14295	3137 W. 71st Street	60629	Angeline	Kutz	773-476-3083
88	Lake Shore Schools	09062	5611 N Clark	09909	Marsha	Engquist	773-561-6707
88	Lava Inc. – Chatterbox Preschool	14305	3613 W Devon Ave	6999	Lansa	Bunimovich	773-478-2434

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Exhibit A
Chicago Public Schools
Office of Early Childhood Education
Community Partnership Programs

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				ì	2	3110	2
6	L.E.A.R.N Charter School	06770	1132 S. Homan Ave.	60624	Gregory	White	773-826-6330 x333
91	Lee's Cuddles N Care, Inc	98968	6100 W. North Ave.	60939	Andrella	Lee	773-745-8054
92	Legacy Charter	05870	4217 W. 18th Street	60623	Lisa	Kenner	773-542-1640
93	Les Finch's Leaming Tree	76742	4217 W. 16th St.	60623	Ruth	Спи	773-521-5434
22	Little Angels Family Daycare	61660	6701 S. Emerald	60621	Nashone	Greer	773-370-3688
95	Little Elite Academy, Inc.	64461	8748 S. Aberdeen	60629	Latrice	Harrell	773-448-7990
8	Little Folks Cottage Daycare	89687	5926 W. Madison	60644	Cheryl	Jackson	773-379-4419
97	Little Folks Daycare	89691	2527 E. 73rd St.	60649	Rochelle	Hopkins	773-221-0300
86	Little Giant Child Care Center	23792	3863 W. Harrison	60624	Gloria	Grandberry	773-265-6330
6	Little Hands Child Creative Center	61671	7146 S. Ashland Ave	96909	Sharon	Dale	773-471-0662
100	100 Little Kiddies, Inc.	61662	1447 W Devon	09909	Doris	Eneamokwu	773-465-7702
101	101 Little Kids Village Leaming	64462	2656 W. 71st St	60629	Sherri	Thompson	773-776-4753
102	102 Little Leaders of Tomorrow	14790	301 S. Mayfield Ave.	60644	Denise	Buckman	773-378-8302
103	103 Little People Day Care & Kindergarten, Inc.	20143	7428 N. Rogers Ave	60626	Marlena L	Bansa	761-2305
\$	104 Loop Leaming Center, Inc	14743	2001 S. Michigan Ave	60616	Matilda A	Walker	312-225-8828

Exhibit A
Chicago Public Schools
Office of Early Childhood Education
Community Partnership Programs

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	Agency Name	Vendor#	Address	Zip	Nате	Last Name	Phone
105	105 Loren Children's Learning Center, Inc.	64463	2106 E. 79th St.	60649	Idris	Alohan	773-359-9400
106	106 Love Leaming Center / Day Care	20145	228 E. 61st Street	28909	Burchell	Love	773-752-0243
107	7 Loyola University Chicago	14852	1032 W. Sheridan Rd.	09909	Donna	Estler	773-508-8942
108	108 Lutheran Day Nursery	31521	1802 N. Fairfield Ave	60647	Bruce	Ray	773-486-4222
<u>5</u>	109 Lutheran Social Services of Illinois	35873	1001 E. Touhy Ave. Suite 50 Des Plaines, IL	60018	Carol	Endemann	847-390-1494
5	110 Marcy-Newberry Association	23115	1073 W. Maxwell	60608	Ben	Kendnck	312-829-7555
= = = = = = = = = = = = = = = = = = = =	111 Manillac Social Center	49913	212 S. Francisco	60612	Maureen	Hallagan	773-722-7440
112	112 Mary Crane Center	47285	2974 N. Clyboum	60618	Lavetter	Тепу	773-348-5528
=	113 Maryville Academy	18663	1150 N. River Road	60016	Timothy	Morgan	847-294-1741
11	114 McCann's Daycare Center	14123	8612 S. Stony Island	60617	Yvonne	McCann	773-375-7932
115	115 Metropolitan Family Services	46701	1 N Dearborn Ste. 1000	60602	Colleen	Jones	312-986-4000
<u> </u>	116 Montesson Academy and Association, Inc	61664	11025 S. Halsted St	60628	Ardelia J.	Irvin	773-468-0033
Ē	117 Mosaic Early Childhood Academy	81908	5332 W. Addison	60641	Nisha	Вһојал	773-777-7411
ĽĔ	118 Mother's Touch Day Care, Inc	26616	2501 W 71st Street	60629	Ethel	Daniel	773-436-3177
<u> </u>	119 Mt. Ararat Day Care Center	61663	6514 W Higgins Ave	95909	Armen	Martirosyan	773-593-9763

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Exhibit A
Chicago Public Schools
Office of Early Childhood Education
Community Partnership Programs

	Agency Name	Vendor#	Address	Zip	Name	Last Name	Phone
120 1	120 New Hope Lutheran School	23587	6416 S. Washtenaw	60629	Celeste	Shores	773-776-9849
121 N	New Pisgah Day Care Center	61665	8130 S. Racine Ave.	60620	Gloria	Gold	773-873-5392
122	122 NIA, LTD The Learning Tree	41423	8128 S. Kedzie Ave.	60652	Joann	Williams	773-778-8802
123	123 North Avenue Day Nursery	45664	2001 W. Pierce	60622	Steven	Koil	773-342-4499
124	North Kenwood Day Care Center	23618	516-518 E. 43td St.	60653	Michelle	Williams	773-268-2223
125	Northwest Institute for Contemporary Learning	27558	4040 W. Division	60651	Shirley	Allison	773-921-2800
126	126 Northwestern University Settlement Association	31814	1400 W. Augusta Blvd.	60622	Jose	Alatorre	773-278-7471
127 (	127 One Hope United	95028	215 N. Milwaukee Ave. Lake Villa	60046	Mark	McHugh	847-245-6504
128	128 Onward Neighborhood House	26323	600 N. Leavitt	60612	Mario	Garcia	312-666-6726
129	129 Options for Youth	99910	5234 S. Blackstone, #H	60615	Pat	Mosena	773-288-1682
130 (	130 Ounce of Prevention Fund	30597	33 W. Monroe, Suite 2400	£0909	Sarah	Bradley	312-922-3863
131	Pathways to Leaming Child Care Centers, Inc.	14681	3452 W. 79th St.	60652	Lisa	Edwards	773-436-9244
132 F	132 Pinks Child Care Academy, LTD.	41424	8236 S. Kedzie Ave.	60652	Emie	Pinkston	773-863-7465
133 F	133 Precious Little One's Leaming Center, Inc.	64465	221 E. 51st St	60615	Nicole	Jones	773-285-9902
134 F	134 Promoting Good Behavior	20168	1341 191st. St	60430	Evelyn	Wilson	708-957-0604
135 F	135 Rachel's Leaming Center, Ltd	80743	3430 W. Roosevelt Rd	60624	Rochelle	Ray	773-533-1834
136 F	136 Ravenswood Community Daycare, Inc	62029	4908 N. Damen	60625	Kathleen	Pesak	773-271-4495
137	Rush University Medical Center/Laurance	33609	2150 W Hamson	60612	Mana	Waiker	312-942-6501

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Exhibit A
Chicago Public Schools
Office of Early Childhood Education
Community Partnership Programs

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	Agency Name	Vendor#	Address	Zip	Name	Last Name	Phone
138	Salvation Army	12143	5040 N. Pulaski	60630	Alpha	Jackson	773-382-4701
139	139 SGA Family and Youth Services	34171	11 E. Adams, Suite 1500	60603	Susana	Moratta	312-447-4323
041	Shining Star Child Development Institute	53512	3012-16 E. 92nd St.	60617	Gicele T.	Wray	773-978-7827
141	Sinai Community Institute	41406	2653 W. Ogden	80909	Cynthia	Williams	773-257-6651
142	Small Stride Academy	14760	10317 S. Western Ave.	60643	Margaret B.	Allen	773-239-0040
143	143 South Central Community Services, Inc.	35476	8316 S. Ellis Ave.	60619	Felicia Y	Blasingame	773-483-0900
<u>‡</u>	South East Asia Center	34289	1124 W. Ainslie	60640	Peter	Роп	773-989-6927
145	South Harper Montesson School	39996	8358 S. Stony Island	60617	Georgina	Coachman	773-734-0375
146	St. Augustine College	24428	1333-45 W. Argyle	60640	Maria E.	Sanchez	773-878-8756
147	St. Vincent DePaul Child Development Center 12055	12055	2145 N. Halsted	60614	Carrie	Callas	312-943-6776
148	Stepping Stones Early Childhood Learning Center	41425	1300 E. 75" St.	60619	Nelda	Jones	773-493-0000
149	149 Taylor - Day School Inc.	61667	1414 W. 87th St	60620	Myrtle	Taylor	773-239-2322
150	150 Teddy Bear Nursery School, Inc.	13575	2649 W. 51st Street	60632	Edward	Schmitt	773-476-0700
151	Terry Town Nursery School, Inc	31522	1935 W. 51st St.	60909	Isaac	Jones Jr.	773-489-4271
152	152 Thresholds Mothers' Project	30462	4101 N Ravenswood	60613	Douglas	Kolasınskı	773-882-6260
153	153 Tigloth, Inc	76360	3155 W Diversey	60647	Alberta/Anoosh	Varda	773-342-7777
<u> </u>	154 Tiny Tot Villa Inc	27163	8128 S Martin Luther King Drive	60619	Mildred	Bradley	773-483-6251
155	Trinity United Church of Christ Child Care Centers	17231	532 W 95th Street	60628	Otis	Moss III	773-488-3511

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Exhibit A
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Community Partnership Programs

	Agency Name	Vendor #	Address	Zip	Name	Last Name	Phone
156	156 True to Life Foundation	97909	1712 E. 87th St.	60617	Velinda	Alexander	773-374-7046
157	Tuesday's Child	44841	4028 W. Irving Park Road	60641	Debbie	Kirman	773-282-5274
158	158 University of Chicago	33123	5801 S. Ellis	60637	Carol	Zuiches	773-702-8604
159	159 V & J Day Care Center, Inc.	61669	1 E. 113th St.	60628	Reaver G.	Barlowe-Bell	773-785-3940
160	160 Wee Care Nursery School	41427	1845 E. 79th St.	60649	Sonya	Williams-Morgan	773-221-4442
161	161 Wee Wee Center for Creative Learning, Inc.	61670	2434 W. 71st St	60629	Kimberly	Rush	773-471-0869
162	162 West Austin Development Center	69701	4920 W. Madison	60644	Tamera	Fair	773-378-1396
163	163 Whiz Kids Nursery Center, Inc.	64466	518 W. 103rd St.	60628	Kimberly	Craft	773-233-9445
4	164 Women's Treatment Center	41408	140 N. Ashland Ave	20909	Jewell	Oates	312-850-0050
165	165 Woodlawn Organization	13726	6040 S. Harper St.	60637	Virgil	Savage	773-288-5840
166	166 YMCA	30499	801 N. Dearborn	60610	Erskine	Cunningham	312-932-1200
167	167 Young Achievers Academy, Inc.	64467	520 E. 79th St.	60619	Zuli	Tumer	773-263-9688
168	168 Young Scholars Developmental Institute	14167	3038 W 59th Street	60629	Elizabeth	Campbell	773-918-1944

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#### 10-0526-ED3

# APPROVE ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH CHICAGO CHARTER SCHOOL FOUNDATION (CHICAGO INTERNATIONAL CHARTER SCHOOL) TO PARTICIPATE IN THE REAL PROGRAM

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

Approve entering into a memorandum of understanding (MOU) with Chicago Charter School Foundation on behalf of Chicago International Charter School (CICS) - Basil Campus to participate in the Recognizing Excellence in Academic Leadership (REAL) program now known also as the Chicago Teacher Advancement Program (Chicago TAP) at a cost not to exceed \$300,000 00. In November 2006. the U.S. Department of Education awarded a five-year, \$27.5 Million grant to CPS under the Teacher Incentive Fund (TIF) grant based on the REAL program grant proposal developed in collaboration with National Institute for Excellence in Teaching (NIET). The foundation for the REAL Program is the NIET's Teacher Advancement Program (TAP), a whole school reform model, which is designed to increase student achievement by improving teacher quality and maximizing principal effectiveness. In March 2009. the REAL Planning/Advisory Committee selected CICS - Basil Campus to participate as one of the 10 schools in Cohort 4 to implement the program in 2010-2011. The written Memorandum of Understanding is currently being negotiated. The authority granted herein shall automatically rescind in the event the Memorandum of Understanding is not executed within 90 days of the date of this Board Report Information pertinent to this Memorandum of Understanding is stated below

CHARTER SCHOOL: Chicago Charter School Foundation (School Operator)

228 South Wabash, Suite 500

Chicago, IL 60604

Contact: Dr. Elizabeth Purvis, Director

Phone: (312) 455-7894

Vendor: 23091

Chicago International Charter School -

Basil Campus

1816 West Garfield Blvd Chicago, IL 60609 Contact: Chenita Hardy Phone: 773-778-9455 Vendor: 07130

Department of Human Capital OVERSIGHT:

125 S. Clark Street, 2<sup>rd</sup> Floor

Chicago, IL 60603 Contact: Ann Chan Phone: (773) 553-4068

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

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

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

COMPENSATION: Compensation to the charter school shall be paid as specified in the memorandum of understanding; total compensation for this term shall not exceed \$300,000.00

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

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

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

FINANCE: Charge to the Department of Human Resources. \$300,000 00 FY 2010-2011

Budget Classification: 66231-324-54320-221245-542126 Source of Funds: Teacher Incentive Fund (TIF) Grant

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 10-0526-ED4

# APPROVE EXERCISING THE FINAL OPTION TO RENEW THE MEMORANDUM OF UNDERSTANDING WITH L.E.A.R.N. CHARTER SCHOOL TO PARTICIPATE IN THE REAL/CHICAGO TEACHER ADVANCEMENT PROGRAM

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

Approve exercising the final option to renew the memorandum of understanding (MOU) with L.E.A.R.N. Charter School to participate in the Recognizing Excellence in Academic Leadership (REAL) Program, now known also as the Chicago Teacher Advancement Program (Chicago TAP) at a cost for the option period not to exceed \$340,000.00. A written document exercising this option is currently being negotiated. The authority granted herein shall automatically rescind in the event the written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

CHARTER SCHOOL: L.E.A.R.N. Charter School

1132 South Homan Avenue Chicago, IL 60624 Contact: Courtney Francis Phone: (773) 722-0200 Fax: (773) 826-0015 Vendor: 06770

OVERSIGHT: Office of Human Capital

125 S. Clark Street, 2nd Floor

Chicago, IL 60603 Contact: Ann Chan Phone: 773-553-1070

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report #08-0625-ED10) in the amount of \$415,000 was for a term commencing July 1, 2007 and ending June 30, 2009, with the Board having two (2) options to renew for one-year periods. The agreement was renewed (authorized by Board Report # 09-0722-ED4) in the amount of \$207,500.00 for a term commencing July 1, 2009 and ending June 30, 2010. In November 2006, the U.S. Department of Education awarded a five-year, \$27.5 Million grant to CPS under the Teacher Incentive Fund grant based on the REAL Program grant proposal developed in collaboration with National Institute for Excellence in Teaching (NIET). The foundation for REAL Program is the NIET's Teacher Advancement Program (TAP), a whole school reform model, which is designed to increase student achievement by improving teacher quality and maximizing principal effectiveness. In May 2007, L.E.A.R.N. Charter School was selected by the REAL Planning/Advisory Committee, now known as the REAL Joint Council as one of 10 initial cohort schools to implement TAP. The cohort of 10 schools participating in 2007-2008 included one (1) charter school, one (1) CPS high school and eight (8) CPS elementary schools. In April 2007, L.E.A.R.N. Charter School submitted an application to the REAL Program for consideration. In May 2007, the REAL Planning/Advisory Committee selected L.E.A.R.N. Charter School to participate as one of 10 schools to implement the program in 2007-2008.

TERM: The term of the memorandum of understanding is being extended for one year commencing July 1, 2010 and ending June 30, 2011.

#### **OPTION PERIOD REMAINING:** There are no options remaining

**OVERVIEW OF PROGRAM:** During this option period, Chicago TAP will continue to be implemented at L.E.A.R.N. Charter School. This includes the oversight role of the REAL/Chicago TAP Joint Council (composed of 6 CPS employees and 6 CTU officials), the recruitment and selection of staff associated with the REAL/Chicago TAP, the collection of data to be utilized in determining performance awards, the collection of data to be used in program evaluation, and the calculation of performance awards. L.E.A.R.N. Charter School will continue to select Lead & Mentor Teachers to provide model teaching, peer coaching, mentoring, team teaching and classroom observations for the rest of the teachers at the charter school. Teachers at L.E.A.R.N. Charter School will continue to be evaluated based on student achievement data and will receive performance awards using the methodology set forth in the TAP manual. The principal and support staff at L.E.A.R.N. Charter School will continue to also receive performance-based incentives as a part of the TAP model.

**COMPENSATION:** Compensation to the charter school shall be paid as specified in the option document; total compensation for this term shall not to exceed the amount of \$340,000 00. Since compensation is based on student achievement data (e.g., ISAT scores), final compensation payment will be in December 2011.

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

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

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

FINANCIAL: Charge to Office of Human Capital. \$340,000.00 Fiscal Year 2010-2011

Budget Classification: 66211-324-54105-221245-542126

Source of Funds: Teacher Incentive Fund (TIF) Grant

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-AR1

# AUTHORIZE CONTINUED RETENTION OF THE LAW OFFICE OF ELIZABETH G. SCHRADER

### THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize the continued retention of the Law Office of Elizabeth G. Schrader

**DESCRIPTION:** Authorize the continued retention of the Law Office of Elizabeth G. Schrader. The firm provides legal advice to the Board relating to contract review. Authorization is requested for the firm's services in the amount of \$15,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$15,000.00 to Law Department - Professional Services:

#### **GENERAL CONDITIONS:**

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

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

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

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

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

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0526-ED1 through 10-0526-ED4, and 10-0526-AR1 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0526-ED1 through 10-0526-ED4 and 10-0526-AR1 adopted.

10-0526-PR1

**DEFERRED** 

# AMEND BOARD REPORT 09-1123-PR3 AMEND BOARD REPORT 09-0422-PR11

APPROVE ENTERING INTO AN AGREEMENT WITH FRANK COONEY AND LOWERY MCDONNELL COMPANY FOR THE PURCHASE OF OFFICE, CLASSROOM AND LIBRARY FURNITURE

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve entering into agreements with Frank Cooney Company and Lowery McDonnell Company for the purchase of office, classroom and library furniture for Chicago Public Schools, Department of Facilities at an aggregate cost not to exceed \$10,000,000 \$16.500,000. Vendors were selected on a competitive basis pursuant to duly advertised bid solicitation (Specification No. 07-250037). Written agreements for this purchase are currently available for signature. No goods may be ordered or received and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This November 2009 amendment is necessary to (i) revise the address for Frank Cooney Company, Inc., (ii) correct the term of the agreements to reflect 28 month terms, (iii) revise the Affirmative Action section and (iv) update the financial section. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event their written amendment is not executed within 90 days of the date of this amended Board Report.

This May 2010 amendment is necessary to increase the aggregate dollar amount of the contracts by \$6,500,000 to include additional furniture orders for new school openings, additions, renovators, turnarounds and grade expansion. Written amendments to the agreements are required. The authority granted herein shall automatically rescind as to each Vendor in the event their written amendment is not executed within 90 days of the date of this amended Board Report.

Specification Number: 07-250037

Contract Administrator: Martha Escareno / 773-553-2284

VENDOR:

1) Vendor # 22173
FRANK COONEY COMPANY INC
1226 NORTH MICHAEL DRIVE., STE C
WOOD DALE, IL 60191
Kevin P. Cooney
847-640-8800

Order Only-Office/Classroom

2) Vendor # 33924 LOWERY MC DONNELL COMPANY 255 MITTEL DRIVE WOOD DALE, IL 60191 Scott Mills 630-227-1000x237

Order Only-Library

#### USER:

Facility Operations & Maintenance 125 South Clark Street 16th Floor Chicago, IL 60603

Contact: Melinda Venditti Phone: 773-553-2961

#### TERM:

The term of each agreement shall be for twenty-eight months and commence on May 1, 2009 and shall end August 31, 2011. The agreements shall have two (2) options to renew for periods of one (1) year each.

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

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

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

Goods: Office/Classroom and Library Furniture including delivery, installation, labor, assembly and cleanup.

Quantity: As needed by the Department of Facilities.

Unit Price: As indicated in the contract.

Total Cost Not to Exceed: \$10,000,000 \$16,500,000

#### OUTCOMES:

Vendors' services will result in the management of the ordering, delivery and installation of all furniture to be supplied to schools.

#### COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in their agreement, based upon the actual items ordered; total not to exceed the sum of \$10,000,000 \$16,500,000 in the aggregate.

#### **AUTHORIZATION**

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

### **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement are: 30% MBE participation and 7% WBE participation.

The Vendors have identified the following: Library Furniture Total MBE - 30% Leeway Contractors, Inc. (AA) 14806 South Drexel Ave. Dolton, Illinois 60419 Contact: Lee Haggard

Total WBE - 7%

Shorestone Group 2715 N. Hampden, Suite 101 Chicago, Illinois 60614 Contact: Lisa Simonson

Office and Classroom Furniture Total MBE - 30%

Frank Cooney Chicago United Industries (H) 53 West Jackson, Suite 1450 Chicago, Illinois 60604 Contact: George Loera

#### Total WBE - 7%

Harrison and Company 970 Oak Lawn Avenue Elmhurst, Illinois 60126 Contact: Mary Grace Harrison

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to Facilities: \$10,000,000 \$16,500,000

12150-499-54105-253533-000000-2010	\$4.500,000,00
12150-499-54105-254403-000000-2010	\$2.000.000.00
12150-477-54105-253533-000000-2010	\$2,400,000.00
12150-499-54105-254403-000000-2009	\$2,600,000.00
12150-Xxx-54105-254403-000000-2011	\$5,000,000.00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

# Board Report 10-0526-PR1 was deferred.

#### 10-0526-PR2

# AMEND BOARD REPORT 10-0224-PR4 APPROVE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH VENDORS TO PROVIDE INTEGRATED PEST MANAGEMENT SERVICES

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

Approve the pre-qualification status of and entering into agreements with vendors to provide integrated pest management services at a cost not to exceed \$1,400,000 in the aggregate and approve entering into a written master agreement with each vendor. Vendors were selected on a competitive basis pursuant to a duly advertised Request for Proposals Request for Qualifications (Specification No. 09-250081). Written master agreements for each vendors are currently being negotiated. No services shall be provided by and no payment shall be made to any vendor prior to the execution of their written master agreement. The pre-qualification status approved Theauthority granted herein for each vendor shall automatically rescind in the event a written agreement for such vendor fails to execute the Board's master agreement is not executed within 120 days of the date of this Board Report Information pertinent to these master agreements is stated below.

This May amendment is necessary to correct the type of solicitation. The solicitation was a duly advertised Request for Proposals and not a Request for Qualifications.

Specification Number: 09-250081

Contract Administrator: Demetra Knowles / 773-553-3256

# NAME OF USER GROUPS

Facility Operations & Maintenance 125 South Clark Street 16th Floor Chicago, IL 60603 Contact : Phone:

Patricia L. Taylor 773-553-2900

#### TERM:

The term of this pre-qualification period and each master agreement is 2 years commencing March 1, 2010 and ending February 28, 2012. The Board shall have the right to extend the pre-qualification period and each master agreement for two (2) additional two (2) year periods.

#### SCOPE OF SERVICES:

Vendors shall furnish all supervision, labor, materials, and equipment necessary to perform the following:

Conduct an initial facility survey which will include all areas of the building, perimeter areas near the building where pests may burrow and harbor, storage areas, and areas around dumpsters, waste piles and/or grease containers;

Develop a Comprehensive Integrated Pest Management Plan;

Perform routine inspections for signs of pests, suppress designated pests;

Develop recommendations for structural and procedural modifications necessary to achieve pest prevention;

Perform all components of the Integrated Pest Management Plan in all areas of the building, and in exterior perimeter areas of all buildings including those areas near and around waste containers and dumpsters;

Develop and maintain records pertaining to pest management at each facility in accordance with the Integrated Pest Management Plan and provide electronic updates to the Environmental Services Manager as requested; and,

Respond to pest emergencies.

Each vendor will be assigned up to two Regions, as specified on the attached list, based upon the lowest price bid per square foot per year for each of the Regions.

#### **COMPENSATION:**

The sum of payments to all pre-qualified vendors for the pre-qualification term shall not exceed \$1,400,000 in the aggregate.

USE OF POOL:Each selected vendor will be assigned up to two Regions, as specified on the attached list, based upon the lowest price bid per square foot per year for each of the Regions.

#### **AUTHORIZATION:**

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

#### **AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract and Category Goals method for MWBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis. The M/WBE goals for this agreement are 25% total MBE and 5% total WBE participation.

#### MBE

Alpha Omega Pest Control
Quality & Excellence Pest Control, Inc.

#### WBE

Inter-City Supply Company

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL

Charge to Facilities: \$1,400,000

Fiscal Year: FY10-12

Budget Classification: various school units

Source of Funds: PBC O and M

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

- 1) Vendor # 29371
  ALPHA-OMEGA PEST CONTROL CORP.
  353 WEST 95TH STREET
  CHICAGO, IL 60628
  Booker Brown
  773-785-6769
  773-785-6796
  Region Awarded: 2
- 2) Vendor # 23712
  ANDEX CO. DBA ANDERSON PEST SOLUTIONS
  501 WEST LAKE STREET., STE 204
  ELMHURST, IL 60126
  Neil Krummel
  630-834-3300
  630-834-9298
  Regions Awarded: 5 And 6
- 3) Vendor # 32619
  QUALITY & EXCELLENCE PEST CONTROL
  1017 WENTWORTH
  CALUMET CITY, IL 60409
  Cartha McKenzie Jr
  708-730-1745
  708-730-0993
  Regions Awarded: 3 And 4
- 4) Vendor # 39941 SMITHEREEN EXTERMINATING CO. 7400 N. MELVINA AVE. NILES, IL 60714 David Harris-John 847-647-0010 847-647-0606 Region Awarded: 1

# 10-0526-PR3

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

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the award of Capital Improvement Program construction contracts in the total amount of \$49,190,287.17 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting

documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$279,671.46, as listed in Appendix B of this report. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago.

Approve changes to existing Capital Improvement Program construction contracts, in the amount of \$1,119,698.00, as listed in Appendix C of this report. These construction contract changes are being submitted to the Board for approval prior to processing in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment in excess of \$50,000 or 10% of the original contract amount, whichever is less, or, as provided under Section 7-5 of the Rules, are necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property or to prevent interference with school sessions

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

AFFIRMATIVE ACTION: The General Contracting Services Agreements entered into by each of the 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 – 470, 499, 436, and 474 will be used for all Change Orders (Appendix B & C); Funding source for new contracts is so indicated on Appendix A

Funding Source: Capital Funding

#### **GENERAL CONDITIONS:**

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

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members

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

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

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

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

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Appendix A April 2010

	ANTICIPATED COMPLETE	11/1/2010	11/-2010	6/30/2010	010201711	113/12011			4162010	110528178	12/3/12/012		1105000
	CIP BUDGET FUND CONTRACTS PROJECT SCOPE AND NOTES	Provide new door at gym to extender, "statal servator and elevator free vestbules on three Boors, reconfigure stonage spaces, replace ground floor tower renovate ground from tower replace select braiking founds."	Replace the existing roof system, extendr lights, and roof leak related water damaged intendr finishes. Provide site scope for Landscape and Zonarg Ordinands compliands.	Man entrance: Provide a new a 1.17 max mmp and star to replace existing atone star and stoop. Provide signage at accessible and non accessible building entrances.	A QA, modifications to restrooms, new elevator, they martis, enversated MCR project scope of enversated and project scope of New root and menoving dever beams. Suitable R. GRITICAL, SCOPE INCLUDES, Island & subestices abandement for all areas	The existing steam bolers will be replaced with (2) new steam free hote books. The existing conhection howers will be residued proper size and damper and DOC actualors provided. The existing books breatmay will be replaced. The basel freed system and pump peacage will be demostabled and replaced with how the existing steam header and associated relives will be relixed.	The existing ar commensor will be deconnected and removed. New nature gas promy we be provided to serve the new backup.  emigracy generator and the new bookers. A new maduum pressure gas service will be provided.	The existing an handing units will be refurbished and new enhaust faw, will be neithfield. The unit vertications will be idealed be found the casting measing anothers and convectors will be refurbaned. The existing provimities and another the control system will be decorrected throughout the buildings and a new work beased other degree controls of the two level from parels will be replicated. A new emergency partiel will be provided.	The scoped work, includes loading, hauling and disposal of appropriate of the control of the con	This project was read incorporate the VE sems musually agreed on by the MA and EOR to lower the construction cost.	The project was rebut incorporate the VE stems mulually agreed on by the MA and EOR to lower the construction cost.		Repair and repair essing most said lockers convertify of essing course to the ALD. Secretaries, remove essaining concern that and profits or (16) calestrooms regimes from the rife) calestrooms provide as conditioning at the series of bandooms, convertifications, and calestrooms and calestrooms recommended to the control secretaries as the control secretaries of Calestrooms and Calestrooms recommended from the Calestrooms and Calestrooms recommended from the Calestrooms and Calestrooms recommended from the Calestrooms recommended from the Calestrooms
	CONTRACT	1907597	1918404	1918846	1909846	1912036			1909639	1909837	1913075		1916
	FUND	8	8	8	8	8			\$	8	ŝ		\$
	P BUDGET	2,201,500	2,200,000	84,467	4 626 000	2.200.000			739.062	300 308 1.	8 828 125		8
•	PROJECT CI	\$ 1,659,858 \$	\$ 2,370,335 \$	\$ 176,799 \$	\$ 2.787.803 \$	\$ 1,951,336 \$			\$ 771.400 \$	\$ 9778,812 \$	\$ 1206.447 \$		50 (50) \$ (60 (7) . \$
	FISCAL	30:00	2010	2010	2010	2010			0.05	200	8		5.8
	AWARD F	37322010	4/16/2010	4/19/2010	3/26/2010	4/1/2010			3/25/2C10	01027824	41/2010		9192619
	CONTRACT	1,408,800 00	2,137,000,00	110,215 09	2,336,060,00	1,656,750 00			867 049 26	10,445,000 00	9.540,000 00	78,300,874.35	30 000 FG 1
		•• •	<b>5</b>	•	۰۰ ج	•			•	٠ د	٠٠ ج	-	<b>5</b>
	WORK DESCRIPTION	ADA-Renovation	ROF-Renovation	ğ	ADA-Renovation	BL R-Renovation			४	BL 9. Agnorator	BLR-Removation		CSP Renoveron
	CONTRACTOR	Fneder Construction	K.R. Maker Contractors	Paul Borg Construction Co., Inc.	Frieder Construction	At-Bry Construction			K R MAN CONTROLOS	F.H. Paschen, S.N. Neisen & Associates, LLC	K. R. Mater Contractors		K R MAN CONTRACON
	REG. SCHOOL	Coonley ES	Dever ES	Genvy (James) ES	Håch ES	Jameson ES			Lare Tech Stadum	Schurz HS	Sem HS		Campanier ES
	REG.	-	-	-	-	-			•	-	-		<u> </u>

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	COMTRACTOR FH Peschen, S.N. Neisen 8	WORK DESCRIPTION BLR-Renovation	8	CONTRACT AWARD 1,435,000 00	AWARD FI DATE Y	FISCAL PRO YEAR COM	DLECT PLETE 599,381	CIP BUDGET 5 2.200,000	PUND C	ONTRACT #	l l	ANTICIPATED COMPLETE 1/31/2011
<b>200</b>	ess . u.c		•								Libb Dobler The excitor already as handing our wile be inclusted and new enthant has well been as the residency as the excitorities of the excitor profession will be excitor profession and the excitor profession and the excitorities of the excitorities and the excitorities of the excitorities of the excitorities of the busing and a new web based drect object controlled (DOI) 68.68 will be provided. It was beganned to the provided of well septimized, and publicity places will be provided. Beganned to the excitorities of excitorities of excitorities of excitorities and expension to the provided of the excitorities of beganned been need an excitorities of the excitorities and expension of the excitorities of the excitorities of the excitorities of the excitorities and expension of the excitorities of the new excitorities and beganning to the new excitorities.	
7 4	F.H. Paschen, S.N. Nelsen & Associates, 11.0	or		4,747.78	4/16/2010	\$ 0102	5,139	19,61	8	1918598	Votedaping of sile calch basins	6/14/2010
58	Chrago Commercial Contractors, LLC	Bl.R-Renovation	•	1,651,963 00	010528142	2010	1 793 077	\$ 1,972 475	\$	170061	The event of the project is to replace the reddog condensers and incode compressors with new self-continued condensers. Compressors, condensers than the self-continued condensers continued that self-condensers continued in	1/31/2011
58	Chicago Commercial Contractors, LLC	CSP-Renovation	•	2,720,690 00	010576175	2010 \$	3 002,514	3,500,000	\$	1906169	Parkeay treat trenh encourse commercial run lence, ADA compani: enterance many (2) Horon ency systems for Co-Share (2) automatic door operator systems for separate school enters, north divising replacement and nestope for AD	11/1/2010
				7,298,533.78								
₹	Wash Construction Company	CSP-Renovation	•	3,258,000 00	32822010	20102	\$ 3677856	\$ 4,310,000	8	1909850	ACA companion and interior Freshes ramp, erry vestibule and neuror devalur, sognage, harboers doors, comitor floor lies botion responsively, perfinely, drivang fourtears, student loser nooms, undex loser room, loser noom.	010271711
₹	Watsh Construction Company	ICR-Renovation	•	284,000 00	013550	\$ 0102	767 284	480,000	¥	1912698	New latrary space at building A. Convert 4 cassimonts in to a library space with unidex tolet and new extenor ramp to include landscape and ADA staris.	11/1/2010
ğ	Chicago Vocational Canes Acade Old Veleten's Construction	ઇ	•	74,328.29	0192614	\$ 0:02	96.277	\$ 50.578	\$	1906531	Provide new wider doors at one extendr entrancia and at intercontrol of the Special Ed program space for a student who is in a motionized wheelchas must need a 38° dear opening.	6.30.7310
ž	Tyler Lane Construction	ROF-Renovation	•	959.470 00	3/23/2010	2013	. 157 123	\$ 1375 000	\$	1907589	Demoston and restatistion of a new roof system, replacement of nod curbs, extension of vem stack poing, nastatistion of new roof lights, repairing drein poes and landscapping.	31027171.
Ϋ́	K R Maler Contradors	PLS-Renovation		849 00C 30	4202010	20 ct 02	<u>\$</u>	000 000 1	ŝ	5989161	Renouse the existing poor, here intend thoubes at the pool pool, the adjacent booten norms as well as selective upgrades to the exactly mechanical system serving the pool. Also is the replecement of existing pool equipment and accessionals to make the pool operational by September 1, 2010.	0.021.021
1.₹	H Paschen Sin Nessen & Associates LLC	ઠ્		145 259 53	عابي الم	20122	181 214	\$ 187.793	\$	<b>19</b> 717 <b>6</b> 1	Repaire NE camp with mee concurs mining and star Repaire SE camp with a new concurse mining. Provide a camping at the mar bus stop for the paper of the existing network may be so that provide mee hand ass.	6100000
\$	K. H. Miller, CONTRICON	ADA-Renorator	•	1314 300 00	c100212	2010	829 009 . s	S 2 M's 000	8	1807800	ADA accessorate upgrates a new autental etentato; estembola nello en origina o nello della	٥. ميرين

	ANTICIPATED COMPLETE	10/31/2010						
	CIP BUDGET FUND CONTRACT # PROJECT SCOPE AND NOTES	ADA Comparez and interco Finshes uki, accessable enfuels, new office, entered and entered retended entered of construction control parties, chiefers, such control parties, chiefers, fourtains studient lotes monts, unsex boles noons.						
	UND CONTRACT #	1907591						
	CIP BUDGET F	3,500,000						
April 2010	PROJECT	\$ 2,884,403						
April	AWARD FISCAL DATE YEAR (	3/15/20:10 20:10 \$ 2,864,403 \$ 3,500,000 499						
	CONTRACT AW AWARD DA	\$ 2,417,700.00 3rt	\$ 9,501,757.82	\$ 49,190,287.17				
	WORK	CSP-Renovation	•	All Work Total				
	CONTRACTOR	CMM Group, INC						
	REG. SCHOOL	6 Thorp (James) ES						
	PEG.	•			<del></del>		 	

REG.	SCHOOL		Affirmati	Affirmative Action	L C	
		<b>≸</b>	r	۷	WBE	
-	Coonley ES	19	4	0	9	
-	Dever ES	2	29	0	2	
-	Garvy (James) ES	2	29	0	2	
-	Hitch ES	2	31	3	7	
-	Jamieson ES	51	0	0	s	
-	Lane Tech Stadium	0	24	٥	4	
-	Schurz HS	27	3	0	10	
-	Senn HS	25	2	7	6	
7	Carpenter ES	14	0	16	10	
m	Delano ES	12	50	0	13	
ო	May Academy	24	9	0	7	
က	Rockne Stadium	17	0	0	0	
4	Cardenas ES	10	55	0	2	
4	King HS	27	3	3	2	
4	Richards HS	5	25	25	11	
10	Aitgeld ES	1	24	0	2	
10	Bond ES	1	22	2	6	
ĸ	Madison ES	13	12	0	သ	
ĸ	Peck ES	0	0	0	0	
S	Randolph ES	0	0	58	5	
ĸ	Reed School	16	3	11	7	
9	Carver Middle ES	56	4	0	11	
9	Carver Primary ES	42	0	2	9	
9	Chicago Vocational Career Academy HS	0	47	0	32	
9	DuBois ES	25	49	0	7	
9	Harlan HS	5	14	17	26	
œ	Neil ES	0	0	0	25	
9	Poe Classical ES	21	5	٥	24	
9	Thorp (James) ES	23	7	0	88	

Particular   Par	CHICAGO PUBLIC SCHOOLS DEPARTMENT OF OPERATIONS			Chan	ges Un	May Change Order Log Changes Under \$50,000 and 10% (Cumulatively)	tively)					APPENDIX B 4/22/2010	χŘ
	FACIUTY	CONTRACT	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	SOR *	O AMOUNT	PREVIOUS APPROVED CHANGES	ORGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT		TIME
Description   Processes   Pr	Austin High School	1686090	09-0524-PR8	6	ည	Tyler Lane Construction, Inc.	1033	\$7,260	\$172,169	\$8,102,080	\$8,281,509	2.21%	٥
Compaction   Com	<u>05SCRIPTION</u> >> Replace leaking	piping feeding the fin	tube heating at the 2	nd floor libr	any and 1st	floor offices.							
Discipling   Dis	Curtis School	1833141	09-1123-PR6	9	ុខ 	F H. Paschen, S.N. Nietsen & Assoc., Inc.	^	\$28.790	<b>3</b> 	\$1,981,000	\$2.009.790	1 45%	0
ESCRIPTION   ESC	<u>OESCRIPTIQN</u> >> Remove , reloca	te and reinstall the cor	ndensate line for the	boilers.									
Discriptional derivate is easiered aim to a units in both grown and state of the	Dodge School	1526873	08-0625-PR7	j ‴	8	Friedler Construction Co.	1016	\$7,717	\$179,960	\$2.461,800	\$2.649,477	7 62%	0
Display Short   1538171   1946182 PR   1	DESCRIPTION E&O >> Provide 2 addition	nal damper at existing	fan coĕ unids in stor	age rooms									
Dodge School   157817104   15781710   18-06234817   3 CC   Freder Contraction Co   2068 X   12 193   1719.960   12-061353   7 40%   15781710   19-06234817   3 CC   Caste Construction Co   2068 X   12 193   1719.960   12-061353   7 40%   15781710   1578170   157	Dadge School	1526873	08-0625-PR7	3	႘	Fnedler Construction Co.	30R#1	\$12,785	\$179,960	\$2.461,800	\$2,654,545	7.83%	٥
Clastic Constitution   1587817   168785   1687	<u>DESCRIPTION</u> >> Addronal electr	cal work for fan corls :	n comdors										
CESCRIPTION   1567965   08-0723-PR6   3   GC   Caste Construction Company Inc   10   \$1,447   \$672603   \$7,203,700   \$7,807   \$9.504	Dodge School	1526873	08-0625-PR?	6	ا ا	Friedler Construction Co.	CORRECT	\$2.193	\$179.960	\$2.461,800	\$2,643,953	7 40%	0
SECRETION   167061   167062	<u>0ESCRIPTION</u> E&O >> Provide houseke	eping pads for gas bo	osters										
DESCRIPTION   1679-19	Grant School	1567965	08-0723-PR6	٣	8 	Castle Construction Company, Inc.	ō	\$1,447	\$672,603	\$7,203,700	\$7.877,750	9 36%	0
DESCRIPTION   1567963   08-0723-PR6   3   GC   Caste Construction Company Inc.   19   \$12.087   \$672.603   \$7.703 700   \$7.868 340   \$50%   \$7.868 340   \$9.69%   \$	DESCRIPTION E&O >> Provide power to	hand dryers											
Particle	Grant School	1567965	08-0723-PR6	6	ဗ္ဗ	Castle Construction Company, Inc	19	\$12 087	\$672,603	\$7,203 700	\$7 888 390	9 20%	0
Hangan Community Arts Specially 1678812 09-0225-PR4 4 GC Checago Commercial Contractors, LLC 1014 \$18,224 \$112.813 \$2,266.940 \$2,397.977 579% School 25.000	<u>DESCRIPTION</u> >> Provide anti-graf		bnck/imestone (up to	9.4") and	intenor glaz	ed block surfaces only	:				į	ı	- 1
25.5CRIPTION   2.5CRIPTION   2.5CRIPTION   2.5CRIPTION   2.5CRIPTION   2.5CRIPTION   3.7CRIPTION	Harhgan Community Arts Specialty School	1678812	09-0225-PR4	•	ပ္ပ	Chango Commercial Contractors, LLC	1014	\$18.224	\$112,813	\$2,266,940	\$2,397,977	578%	
Finding Park Middle School   1720372   09-0422-PR10   1   GC   K.R. Maker Constitution Company   9   \$22-559   \$11-650   \$173-010   462%   4	OESCRIPTION >> Provde page shr >> Asses and repai	aud at extenor childer ; rall cabinel heaters tenuation sidencers at	pping AHU-1 and AHU-2										
S 2 S S	Irving Park Middle School	1720372	09-C422-PR10	-	ဗ	K.R. Maler Construction Company	ø	\$22.529	\$11 602	\$738 000	\$772 131	4 62%	
CRIPTION  ** Credit for unused contract albourance  ** CREDITION  ** Credit for unused contract albourance  ** CREDITION  ** Sensiting cabinates that interfere with shaft walls and cabinates that interfere with shaft wall are capital and cabinates that interfere with shaft wall are capital and cabinates that interfere with shaft wall are capital and capital an	<u>QESCRIPTION</u> >> Provide 2 layers Provide a sinit in	of gypsum board and the engineer's bathro	replace existing door om	and frame	: at room 31	4 (dievator electrical panel room). Provide s	gnage at ro	om 117 Chan	e grounding wife	to 84/0 (ather t	nowad eg ueu	uy installe	ซี
CRIPTION  > Creditor unused contract abovance  (S1088 \$8173 \$0 \$0 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$	Kelly High School	1618434	08-0924-PRS	•	ပ္ပ	Frædler Construction Co	22	(200 881\$)	\$100,000	7 266 800	78 800	.2 06%	
40 S CALPILON STORE SENTEN SEN	DESCRIPTION >> Credition unuser	d contract allowance											
PLSCRIPTION  No sensing cabinats that interfere with start cause method interfere with start cabinats that interfere with start cabinats and cabinat	Lashrop School	121519.	38-0924-PR5	~	20	R. Olmen Company	ST088	\$8.73	\$	3	\$6 123	0.00%	C
	DESCRIPTION No. 8 existing cab.rd	its that interfere with s	hart wall endosure										

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DEPARTMENT OF OPERATIONS	ONS		Ċ	11000	Change Index 650 000 and 40% / Cumulationhy	Firehal					4/22/2010	2
			5	10 650	and actions and to a knowledge	(leely)					1	
FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	COR # C	COR # CO AMOUNT	PREVIOUS APPROVED CHANGES	ORGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	0 % 0 0 0	EXTA
Lawndale Academy	1723721	09-0624-PRB	ъ	၁ဗ	Chicago Commercial Contractors, LLC	1015R1	\$42,380	\$327,370	\$5,331,837	\$5,701,587	6.93%	0
<u>DESCRIPTION</u>	IPTIQU. >> Provide new conduit for new light fatures throughout the school	res throughout the s	chool									
Lawndale Academy	1723721	09-0624-PR8	n	ပ္ပ	Chicago Commercial Contractors, LLC	1056	\$2,160	\$327,370	\$5,331,837	\$5,661,367	6.18%	0
DESCRIPTION E&O >> Remove and replace wife	nd replace wire mesh at tras	mesh at trash endosure by East Building	Building									
Lawndale Academy	1723721	09-0624-PR8	6	ၓၟ	Chicago Commercial Contractors, LLC	1057-R1	\$14,537	\$327,370	\$5,331,837	\$5,673,744	6.41%	0
DESCRIPTION >> Provide tw	IPTION >> Provide two (2) steam unit heaters in the	heaters in the boiler room										
Lawndale Academy	1723721	09-0624-PRB	п	၁၀	Chicago Commercial Contractors LLC	1058	\$4.988	\$327,370	\$5,331,837	\$5,664,195	6.23%	0
<u>QESCRIPTION</u> E&O >> Provide 12	SSCRIPTION E&O >> Provide 120v power to AHU-1 thru 4 for the units interior lights and convenence receptades	or the units intenor ly	ghts and co	NVenence r	eceptades.							
Lawndale Academy	1723721	09-0624-PR8		ဗ	Chicago Commercial Contractors, LLC	1059-R	\$7,921	\$327.370	\$5,331,837	\$5,667 128	6.29%	0
<u>DESCRIPTION</u> E&O >> At the Eas	1 Building Provide fire dam	per at bathroom by a	ulchen and	ייעקן סטביייי	<u>SSCRIPTION</u> ESO >> At the East Building Proyde fire damper at bathroom by krichen and infiliopening at krichen was left open by duct demolition							
Lawndale Academy	1723721	09-0624-PR8	6	မွ :	Cheago Commercial Contractors LLC	090	\$3 909	\$327,370	\$5,331,837	\$5,663,116	6.21%	
DESCRIPTION >> Replace or	IPTION >> Replace cracked roof drain piping											
Lawndale Academy	1723721	09-0624-PR8	3	25	Chicago Commercial Contractors, LLC	)R#64-1	\$7,555	\$327,370	\$5,331,837	\$5,666,762	6.28%	
<u>DESCRIPTION</u> >> Provide co	IPTION >> Provide covers for radiators along the wall in the gymnassium	wall in the gymnasiu	Ē									
Lawndale Academy	1723721	09-0624-PR8	e	၂ ၂	Chicago Commercial Contractors, LLC	20R#7;	\$3.820	\$327,370	\$5,331,837	\$5,663.027	6.21%	
<u>DESCRIPTION</u> >> Additional	IPTION >> Additional musionry and duct modification at fan foom for AHU-5. As per RFI #113	on at fan room for A	HU-5 <b>As</b>	per RFI #1.1	9							
Lawndale Academy	1723721	09-0624-PR8	n	ဗ :	Chicago Commercial Contractors, LLC	30R#7;	\$5 405	\$327,370	\$5,331,837	\$5,664,612	6 24%	0
<u>DESCRIPTION</u>	PTION >> Provide BAS interface for the boxlers a	ne bokers and vacuum pumps in the East Bulding	n the East (	Building								
Lawndale Academy	1723721	D9-0624-PR8	,	ė	Chicago Commercial Contractors, 11.C.	:0844R	\$18 493	\$327,370	\$5,331,837	\$5 677,700	9.64 9	0
DESCRIPION E&O >> Relocate a	SCRIPTION E&O >> Relocate and/or modify existing wiremoid that will intainless with new shaff endosures	old that will interfere	with new s	haft endos.	ies							
Lawndale Academy	1723721	09-0624-PR8	•	ე <u>ე</u>	Chicago Commercial Contractors 11C	OR59R	\$22 964	\$327 370	\$5 331,837	\$5 682 191	6 57%	. 0
DESCRIPTION												

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Pacinity   CONTROLS   Based Regard   REG   Type   CONTROLS   COR   CONTROLS   CONT	CHICAGO PUBLIC SCHOOLS DEPARTMENT OF OPERATIONS			Chan	ges Un	May Change Order Log Changes Under \$50,000 and 10% (Cumulatively)	tively)					APPENDIX B 4/22/2010	Ž 2
mate towel and to 2E - Install 6 tree of 1744   1744   1744   1744   170	FACULTY	# TRACE	Pose R Present	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	00 * C	O AMOUNT	PREVIOUS APPROVED CHANGES	ORGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	107 % 04 00N	EXT
mate bowel and to T2E - Install 6 trees   1746   1701   17		1745469	09-0722-PR6	3	႘ၟ	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	1012	\$16,061	\$47.217	\$1,592,000	\$1,655,278	3.97%	0
inten and construction and construction and constructions are seen as a seen of the exposed of t	<u>DESCRIPTION</u> >> Provide alternate I  >> ALLOWANCE - Pr  >> ALLOWANCE - Pr	towel and bssue disp rovide window guard stall 6 tree grafe and	sensers is at 2nd and 3rd floo 1 tack weld all grates	r windows in place	adjacent to	elevator	'	İ					
nated project alice of the exposed alice of the exposed of the the exposed of the	Mason School	1745469	09-0722-PR6	n ا	 မ	F.H. Paschen, S.N. Nielsen & Assoc., Inc.		\$8,041	\$47.217	\$1,592,000	\$1,647,258	3.47%	0
1707  1706  1706  1707	DESCRIPTION  -> Wall demolition as	nd construction at dr	nnking fountains										
nused project alid  1731  1731  1731  1731  1731  1731  1731  1731  1811  1811  1811	Mayer School	1703190	09-0422-PR10	~	မြ	Scale Construction, Inc.		(\$6.038)	ន	\$496.176	\$487,138	-1.82%	0
mence funds are to provide a 1734 1734 1734 1734 1734 1734 1734 1734	DESCRIPTION >> Credit for unused:	project allowance.											i
1731 1731 1731 1731 1731 1731 1731 1731	Schiller Middle (See Skinner North 8024)	1768105	09-0826-PR11	~	) 	Miler	  -	\$16.077	\$31,012	\$1,430,270	\$1,477,359	3.29%	0
ed allowance funds cree  (23)  (coling for the exposed  173)  173)  21 and sistal power for  173)  21 and sistal power for  173)  22 and power for  181)  187)	DESCRIPTION >> Additional costs to	provide a new Krich	nen and equipment	Re-configur	e todet mou	m entry doors on 2nd and 3rd					1		
tooling for the exposed rooling for the exposed 1731 1731 1731 1811 1811 1817 1817 1817	Senn High School, Nicholas	1738464	09-0722-PR6	  - 	ပ္ပ		_	(\$26.513)	ន 	\$1,887,400	\$1,860,887	-1 40%	0
roofing for the exposed  173  173  173  173  174  175  181  181  181  181  181  181  181	<u>DESCRIPTION</u> >> Unused allowance	funds credited to th	e project										:
cofing for the exposed  173.  173.  173.  181.  181.  182.  183.  184.  187.  187.  187.  187.  187.  187.  187.  187.  187.  187.  187.  187.	Senn High School, Nicholas	1738469	09-0722-PR6	-	ပ္ပ	F.H. Paschen, S.N. Melsen & Assoc, Inc.		\$25.386	\$102,187	\$3,089,000	\$3,216,573	4,13%	•
173 173 173 173 181 181 181 181 181 181 181 18	<u>DESCRIPTION</u> >> Fireproofing for th	e exposed sleel, der	molibon of the firepro	d pu <b>e</b> Buyo	laster patet	ang in the attic for electrical penetration.			!		I		
sh and estall power for 173] on the tolet room entry seek podets at all ratio 181 187 187 187 187 187	Senn High School, Nicholas	1738469	- 09-0722-PR6	-	၁	H Paschen		\$19,225	\$102,187	\$3,089,000	\$3.210,412	3 93%	0
1738469 09-0722-PR6 1 GC F H Paschan, S.N. Metisen & Assoc, Inc. 30W 31 in the tolet momentry and vestblute to meet required clearance for ADA	<u>DESCRIPTION</u> E&O >> Fumish and instal	I power for the moto	rized window shades	This wou	d include re	emoving and reinstalling the shades, plaster p	atching, par	seb put des	đ.	I		1	
It the tolet noom entry and vestbulle to meet required clearance for ADA 1819333 09-1028-PR2 4 GC Freder Construction Co 1008 18919333 09-1028-PR2 4 GC Freder Construction Co 1008 18671002 09-0225-PR4 3 GC Michida Construction Inc 1677002 09-0225-PR4 3 GC Michida Construction Inc 1677002 190-0225-PR4 3 GC Michida Construction Inc 1677002 190-0225-PR4 3 GC Michida Construction Inc 1977002 190-0225-PR4 3 GC Michida Construction Inc 1977003 190-0225-PR4 190-0225-P	Senn High School, Nicholas	1738469	09-0722-PR6	-	ဗ္ဗ	F.H. Paschen, S.N. Nielsen & Assoc, Inc.		\$20,651	\$102,187	\$3 089,000	\$3,211,838	3.98%	0
1819333	DESCRIPTION E&O >> Rework the tole!	room entry and vest	bule to meet require	d clearance	for ADA					:		I	
steel protets at all railings with less than a nise of 24"  1677002 09-0225-PR4 3 GC Michida Constructor Inc 1045 8  1677002 09-0225-PR4 3 GC Michida Constructor Inc 1045 8  1677002 05-0225-PR4 3 GC Michida Constructor Inc 1071	Seward School	1819333	09-1028-PR2	4	ე	Freder Construction Co	1008	(\$1 090)	3	\$1,365,800	\$1,364,710	-ი 08%	0
1677002 09-0225-PR4 3 GC Michiga Constructor Inc 1045 8 De existing glass in door, and display cabinets in dassrooms with shaller revistant Plenglass malerial 1677002 05-0225-PR4 3 GC Michiga Constructor Inc 1071	<u>DESCRIPTION</u> >> Omit sleed pickets		rss Ihan a nae of 24"										
ice existing glass in doon and display cabinets in dess/rooms with shaffer resistant Pleuglass malerial 167700; CG-0225-PR4 3 GC Mchuda Construction Inc			09-C225-PR4	6	ક	Mchuda Construction Inc	2	\$24 118	\$387,294	\$26 616.12*	\$27,027 533	1,55%	0
1677302 C\$-0225-PR4 3 GC Mchuda Construction Inc '071	<u>DESCRIPTION</u> >> Replace existing ;	b bris moob in sself	isplay cabinets in da	ssrooms w	r staffer r	esistant Plexiglass material							
	Spaiding Elementary School	1677002	C\$-0225-PR4	n	ဗ္ဗ	Mchuda Construction Inc	126.	\$3 692	\$387,294	\$26,616,121	\$26,616,121 \$27,007 *07	147%	0
QESCRIPTION window of docting wall between rooms 259 and 260 and mile with drywest	QESCRIPTION >> Demoksh eusbod	v Dribtob ci wobcze	wall between rooms	259 and 26	O and mit.	anth drywell							

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			ב כ	ges uni	Changes Under \$50,000 and 10% (Cumulatively)	(Kiakia)					
FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC.	# WOO	COR# CO AMOUNT	PREVIOUS APPROVED CHANGES	ORGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	% OF TIME
Spalding Elementary School	1577002	09-0225-PR4	3	છ	Michuda Construction, Inc.	1073	\$8.884	\$387,294	\$26,616,121	\$27,012,299	1.49%
<u>DESCRIPTION</u> E&O >> provide door operator at door V-4B	operator at door V-4B										
Spalding Elementary School	1677002	09-0225-PR4	-	႘	Michada Construction, Inc.	1075	\$39.318	\$387,294	\$25,616,121	\$27,042,733	1.60%
DESCRIPTION E&O >> Provide 2hr ra	SSCRIPTION E&O >> Provide 2hr rated wall enclosures at the complors 225, 226, 227 and Store Room 264A	e comdons 225, 226.	. 227 and S	tore Room	264A						
Spalding Elementary School	1677002	09-0225-PR4	٣	္ဗဗ	—— Michuda Construction, Inc.	1079	\$5,678	\$387,294	\$26,616,121	\$27,009,093	1.48%
DESCRIPTION >> Re-build miss	[PTIGN] >> Re-build missing or damaged portions of terrazzo base in various locations with colored concrete	of terrazzo b <b>ase</b> in v	anous loca	tions with a	olored concrete.						
Spalding Elementary School	1677002	09-0225-PR4	   •	် ႘ 	Michaela Construction Inc.	1080	\$6.674	\$387,294	\$26,616,121	\$27.010.089	1.48%
<u>DESCRIPTION</u> >> Repair detend	IPTION >> Repair detendrated pigning at two (2) existing drains adjacent to AHIU-4	nstring drains adjacer	to AHU4								
Spalding Bementary School	1677002	09-0225-PR4	e	ဗ	Michuda Construction, Inc	1082	\$4,669	\$387,294	\$26,616,121	\$27,008,084	1.47%
<u>DESCRIPTION</u> E&O >> Provide under	SCRIPTION E&O >> Provide underlayment for new floor in Office 158	Office 158									
Spaiding Elementary School	1677002	09-0225-PR4	r	ပ္ပ	Michuda Construction Inc.	1063	\$1.096	\$387,294	\$26,616,121	\$27,004,511	1 46%
<u>DESCRIPTION</u> >> provide door t	PIRON   Provide Goor sweeps at Goors separating the corridor North of the Lunchroom and the Gock	ng the corridor North	of the Lun	chroom and	the dock.						
Spalding Elementary School	1677002	09-0225-PR4		၂ မွ	Michuda Construction, Inc.	1086	\$7.545	\$387,294	\$26.616,121	\$27,010,960	148%
<u>DESCRIPTION</u> E&O >> Extend gas vent piping out		ude of boiler room up to the roof	_								
Spalding Elementary School	1677002	09-0225-PR4	-	  မွ	Michuda Construction Inc.	1088	\$2.014	\$387.294	\$26,616,121	\$27,005,429	1.46%
<u>DESCRIPTION</u> E&O >> Provide power for new Unit		Heater in Room 191. As per RF! #213	F! #213								
Spaiding Elementary School	1677002	09-0225-PR4		် မွ	Michada Construction, Inc.	1089	\$3 293	\$387,294	\$26,616,121	\$27,006,708	47%
<u>DESCRIPTION</u> E&O >> Provide power	<u>SCRIPTION</u> E&O >> Provide power for Refrigerant Alaim system in Châer room	stem in Chiller noom	As per RFI #221	FI #221							
Spalding Elementary School	1677002	09-0225-PR4	 	 	Michada Construction Inc	060	1765	\$387,294	\$26.616,121	\$27,004,386	1.46%
DESCRIPTION >> Provide new belt gue of or I	self guard for (an KEF-1	As per RF1 9224									
Spaiding Elementary School	1677002	09-0225-PR4		   	Michada Construction Inc	168	\$16 518	\$367.294	\$26,616 :21	\$27 019,933	1 52%
<u>DESCRIPTION</u> >> Provide new F	IDTION >> Proude new pre-finished drap edge at rod elevation by sewtocih szylights. As per RF18195	oo' elevation by saw	Anoch seyle	ants Aspe	RF1#195						
Spaiding Elementary School	1677002	09-0225-PH4	6	3	Michida Constructor Inc	1093	\$2 093	\$387,294	120 616 121	\$27 005 508	1 46%
DESCRIPTION											

CHICAGO PUBLIC SCHOOLS DEPARTMENT OF OPERATIONS			Chan	ges Un	May Change Order Log Changes Under \$50,000 and 10% (Cumulatively)	ıtively)					APPENDIX B 4/22/2010	2010 2010
FACILITY	CONTRACT #	Board Report	REG	TYPE	GENERAL CONTRACTOR ARCHITECT OF REC	COR # CO AMQUNT	AMOUNT	PREVIOUS APPROVED CHANGES	ORGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TO %	TIME
Spalding Elementary School	1677002	09-0225-PR4	~	မွ	Michuda Construction, Inc.	1094	\$2,739	\$387,294	\$26,616,121	\$27,006,154	1.47%	0
DESCRIPTION E&O >> Replace tan TEF-2												
Spalding Elementary School	1677002	09-0225-PR4	-	8	Michada Construction, Inc.	1096	£.764	\$387,294	\$26,616,121	\$27,008,179	1.47%	0
DESCRIPTION >> Reveal handware for East Wing Penthouse doors to reverse swings	tor East Wing Penth	louse doors to rever	se swings.									
Spalding Elementary School	1677002	09-0225-PR4	ه. ا	g i	Michuda Construction, Inc.	:0R#10	\$5,869	\$387,294	\$26,616,121	\$27,009,284 1.48%	1.48%	0
<u>DESCRIPTION</u> >> Cost for repair and replacement of window glazing.	replacement of win	dow glazing.									i	
Spalding Elementary School	1677002	C9-0225-PR4	,	   មូ	Michada Construction, Inc.	;0R#15	\$916	\$387,294	\$26,616,121	\$27,004,331	1.46%	0
<u><u>0ESCRIPTION</u> &gt;&gt; prowde window balances</u>		in windows located in the kritchen					į					
Spalding Elementary School	1677002	09-0225-PR4	9	ક	Michada Construction, Inc.	865	(\$6,927)	\$387,294	\$26,616,121	\$26,996.488	1,43%	0
<u>DESCRIPTION</u> >> Credt for coax cable ferminations	He terminations											
Sumner Academy	1721956	09-0624-PRB	m	છ	AlkBry Construction	101	29.640	\$130,326	\$1,629,000	\$1,768,966	8.59%	0
<u>OESCRIPTION</u> >> Provide additional sink, cabinet ; and resin top in science lab 114	sink, cabinet , and re	esin top in science le	41.1 d									
					Total Change Orders:	,	\$279,671.46					

FACILITY	GENERAL CONTRACTOR ARCHITECT OF REC. COR # F.H. Paschen, S.N. Nelsen & Assoc., Inc. 1010		C C C C C C C C C C C C C C C C C C C			
1766530 09-0722-PR6 3 GC		COR # CO AMOUNT	APPROVED CHANGES	ORGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF TIME CON EXTN
Provide new doors at ADA entrance.   1733852   09-0722-PR6   5 GC		0 \$20,748	\$93,502	\$947,000	\$1,061,250	12 06%
1733852   09-0722-PR6   5 GC						
>> Net credit for revised lanscaping scope of work.         1717418 09-0624-PR8 4 GC             PTION         15717418 09-0624-PR8 4 GC             PTION         1556887 08-0723-PR6 G GC             PTION         1556887 08-06-0723-PR6 G GC             PTION         166602-PR11 GC             PTION         166602-PR11 GC             PTION         1723721 GC             PTION         1723721 GC             PTION         1723721 GC             PTION         166602-PR11 GC             PTION         166602-PR11 GC             PTION         166602-PR11 GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc. 17	(\$44,309)	<b>\$4</b> 97 016	\$2,133,000	\$2,585,707	21.22%
1717418   09-0624-PRB   4   GC						
Separal existing mechanical equipment   1556887   08-0723-PR6   6   GC	F.H. Paschen, S.N. Nielsen & Assoc., Inc. stdb12	12 \$226.036	<b>S</b>	\$5,962,000	\$6,188.036	3.79%
1556887   08-0723-PR6   6   0C						
SEC to remove and toplace 26 existing steam traps that are malfunctroning   1556887   08-0723-PR6   6 GC	inous Corp. 11	\$12,209	\$296,988	\$2.686,000	\$2,995,197	11.51%
1556887   08-0723-PR6   6   GC						
SPOYAGE 4   New replacement shalfs for existing Air Handling units and two new bearing 1556887   08-0723-PR6   6 GC	mois Corp 9	\$33,114	\$296.988	\$2.686.000	\$3,016,102	12.29%
1556887   08-0723-PR6   6 GC			ļ		:	
>> Cost for OEMC to relocate the existing Fire Alarm City Tre hold         1524387         08-0602-PR11         3         GC           >> Provide audiovisual equipment.         1615474         08-0924-PR5         3         GC           >> Provide Safety Cages for exit lights in the gym.         >> Provide Safety Cages for exit lights in the gym.         GC         GC           >> Review addatest tan EF-2 from stanfer to exhaust tan.         1723721         09-0624-PR8         3         GC           PROVIDED         1723721         09-0624-PR8         3         GC           SQIPTIQIAL         1723721         09-0624-PR8         3         GC	mois Corp scps1	36,470	\$296,968	\$2,686,000	\$2,989,458	11 30%
No.   No.		I	İ	I	ļ	'
>> Provide audiovisual equipment,   1615474	F.H. Paschen, S.N. Nielsen & Assoc., Inc. 024	106,1907	\$1,213,527	\$22.561,000	\$24,166.434	7.12%
16.15474					!	
200N  > Provide Safety Capce for earlights in the gym  > Revive earlaust fan EF-2 from staner to exhaust fan  1723721 09-0624-PRB 3 GC  1723721 09-0624-PRB 3 GC  170N  > Addroneu material and labor for modrhed in stallabor of new unit wentlators in East b	1016	53.235	\$330,082	\$2,269,926	\$2,603,243	14,68%
1723721 09-0624-PR8 3 GC OTION  1700			;		: !	
DESCRIPTION E&O >> Addrocus material and labor for modified installation of new unit ventilations in East building	al Contractors, LLC 20R#5	15 \$54.442	\$327 370	\$5,331,837	\$5,713,649	7 16%
			:			
Mason School 1745469 09-0722-PR6 3 GC F H Paschen S h N	F.H. Paschen, S.N. Nelsen & Assoc, Inc. 1003	1 \$70.631	<b>K7</b> 217	\$1 592,000	\$1 709 818	7 40%
ě						
Municia Academy - 700297 09-0527-PR3 6 GC CWM Group Inc	7	\$70,571	(\$2.473)	\$1 306,700	\$1,374.798	\$ 21%
DESCRIPTION						

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CHICAGO PUBLIC SCHOOLS DEPARTMENT OF OPERATIONS			Ö	anges O	May Change Order Log Changes Over \$50,000 or 10% (Cumulatively)	ely)					APPENDIX C 5/11/10	NDIX C 5/11/10
FACILITY	CONTRACT	Board Report	REG	₹	GENERAL CONTRACTOR ARCHITECT OF REC.	COR # CO AMOUNT	AMOUNT	PREVIOUS APPROVED CHANGES	ORGINAL CONTRACT AMOUNT	REVISED CONTRACT AMOUNT	TOT % OF CON	TIME
Molison School	1678809	09-0225-PR4	4	ပ္တ	Chicago Commercial Contractors, LLC	1014	\$4.886	\$408,123	\$2,156,998	\$2,570,007	19 15%	0
DESCRIPTION >> Insudate hot water piping and clean gym ahu cod	piping and clean gyr	n ahu cori					ļ	į			İ	
Mellisan School	1678809	09-0225-PR4	4	ပ္ပ	Chicago Commercial Contractors, LLC	thd2	\$37,017	\$408,123	\$2,156,998	\$2.602,138	20 64%	0
<u>DESCRIPTION</u> -> Paint ceilings in classroom	sestoom spaces											
Sabin Magnet	1723713	09-0624-PR8	7	ည္မ	Fnedler Construction Co	1005	\$89,336	S	\$2,111,800	\$2,111,800 \$2,201,136	4.23%	0
DESCRIPTION E&O >> Install new duct work.	¥,							!	!			
Seward School	1819333	09-1028-PR2	. 🕶	ပ္ပ	Fnedler Construction Co	STDB1	\$73,014	<b>3</b>	\$1,365,800	\$1,438,814	5.35%	0
<u>DESCRIPTION</u> >> Acceleration of elevator schedule	vator schedule								i			
Truth School	1833096	09-1028-PR3	2	ပ္ပ	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	2	\$70,421	90	\$550,000	\$620,421	12.83%	0
DESCRIPTION  * Additional work, pa	arking lot and curbs.	new trees, new fenc	ing. modify	existing har	PTION >> Additional work, parking for and curbs, new trees, new fencing, modify existing hardscape, new trash enclosure)							
	· :			ı	Total Change Orders:	\$1,119,698	869'					

Page ?

### 10-0526-PR4

# APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH CONCORD GROUP FOR COST ESTIMATOR SERVICES

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

Approve exercising the first option to renew the agreement with Concord Group to provide cost estimator services to Department of Operations at a cost for the option period not to exceed \$750,000. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 07-250028

Contract Administrator: Patricia Hernandez / 773-553-2256

VENDOR:

1) Vendor # 46678 CONCORD GROUP, THE 161 NORTH CLARK ST., STE 2050 CHICAGO, IL 60601 Edward P. Stritch 312-424-0250

### USER:

Facility Operations & Maintenance 125 South Clark Street 16th Floor Chicago, IL 60603

Contact: Patricia L. Taylor Phone: 773-553-2900

### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 08-0602-PR13) was for a term commencing June 1, 2008 and ending May 31, 2010, with the Board having two options to renew for periods of twelve months each. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 a duly advertised Request for Qualifications (Specification No.: 07-250028).

### **OPTION PERIOD**

The term of this agreement is being extended for one year, commencing June 1, 2010 and ending May 31, 2011.

### **OPTION PERIODS REMAINING:**

There is one (1) option period for 12 months remaining.

## SCOPE OF SERVICES:

The Consultant will continue to provide estimating services for all work associated with school construction projects, whether by Operations and Maintenance, Capital or Public Building Commission. The work includes estimating costs for demolition, renovation, new construction, utilities, etc., associated with projects at Chicago Public Schools.

### **DELIVERABLES:**

Consultant will continue to provide a quarterly written report of project bid results relative to the cost estimates prepared for Capital Program projects for both bid/build and JOC. In addition, the Consultant will provide updates and maintain cost data in support of the Board's Facility cost Tracking System (FACTs).

### **OUTCOMES:**

Consultant's services will result in accurate cost data and analysis which will enable the effective and efficient management of the Capital Improvement Program.

### COMPENSATION

Consultant shall be paid during this option period as follows: at hourly rates set forth in the agreement: with the total compensations not to exceed the sum of \$750,000.

### **AUTHORIZATION:**

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

### **AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Business Participation. The M/WBE goals for the contract are: 25% total MBE and 5% total

WBE. The vendor has identified and scheduled the following firms:

Total MBE: 25%

Spaan Tech, Inc., 311 S. Wacker, Suite 2400, Chicago, IL 60606.

Total WBE: 5%

Jackson Harlan, LLC., 651 W. Washington Blvd. suite 206 Chicago, IL 60661.

#### LSC REVIEW

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Operations: \$750,000- FY10-11

Funding Source: Capital Funds

12150-499-54105-253506-000000-2010

\$750,000.00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-PR5

# APPROVE PAYMENT TO INTERNATIONAL EQUIPMENT INC. FOR CANOPY RENTAL AND LABOR AT 3500 WEST DOUGLAS STREET

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve payment to International Equipment Inc. in the amount of \$27,766.00 for providing canopy rental and labor at 3500 West Douglas Street, a facility formally used by Lawndale Community Academy. These services were rendered without prior Board approval and all services have been completed. Information pertinent to these services is stated below.

### **VENDOR:**

1) Vendor # 33935 INTERNATIONAL EQUIPMENT, INC. 619 S. MAPLE ST. GRANT PARK, IL 60940 Mark Smith 815-465-9894

### USER:

Facility Operations & Maintenance 125 South Clark Street 16th Floor Chicago, IL 60603

Contact: Patricia L. Taylor Phone: 773-553-2900

### SCOPE OF SERVICES:

Vendor provided canopy rental and labor due to the collapsing structure on the center building at 3500 West Douglass, a facility formally used by Lawndale Community Academy.

### **DELIVERABLES:**

Rental and labor of canopy.

#### OUTCOMES:

Vendor services resulted in safe and secure area around Lawndale Community Academy.

### COMPENSATION:

Vendor shall be paid the sum of \$27,766.00

### **AFFIRMATIVE ACTION:**

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

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to Facilities: \$27,766.00 31161-499-54105-253007-000000-2010

CFDA#: Not Applicable

### 10-0526-PR6

APPROVE ENTERING INTO AN AGREEMENT WITH PARKWAY ELEVATORS FOR FULL SERVICE PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR VERTICAL CONVEYANCE UNITS

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

Approve entering into an agreement with Parkway Elevators to provide full services preventative maintenance and repair services for vertical conveyance units at a cost not to exceed \$2,107,500. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently available for signature. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number: 09-250052

Contract Administrator: Nanzi Flores / 773-553-2273

### VENDOR:

1) Vendor # 38609 PARKWAY ELEVATORS 499 KENT RD. RIVERSIDE, IL 60546 John Poslusny 708-442-1458 708-442-1682

### USER:

Facility Operations & Maintenance 125 South Clark Street 16th Floor Chicago, IL 60603

Contact: Patricia L. Taylor Phone: 773-553-2900

### TERM:

The term of this agreement shall commence on the date of award as stated on the Bid Execution Page and shall end five (5) years thereafter. This agreement shall have two (2) options to renew; each for a period of one (1) year.

# **EARLY TERMINATION RIGHT:**

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

### SCOPE OF SERVICES:

Vendor shall furnish all labor, materials, supplies, equipment, supervision and other services necessary to provide the preventive maintenance program and repairs in accordance with the original equipment manufacturers' recommended procedures and performance criteria. Vendor shall also provide full maintenance services to insure that the equipment is safe and operational for regular use.

### **DELIVERABLES:**

Vendor shall provide full service preventative maintenance services to elevators in various Board facilities.

### OUTCOMES:

Vendor's maintenance services will result in more efficient and cost effective elevator repair, and more reliable elevator services with minimized downtime.

### COMPENSATION:

Vendor shall be paid for actual maintenance and repair services in accordance with the prices stated in the agreement. The total compensation paid to vendor during the term shall not exceed \$2,107,500.

# 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 Operating 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 agreement are 25% total MBE and 5% total WBE participation.

The Vendor has identified the following:

### Total MBE- 25%

Apex Elevator Company, Inc. 14207 Chicago Road, Unit 3 South Dolton, Illinois 60419 Contact: Anthony Templeton

### Total WBE-5%

B&L Distributors P.O. Box 295 Argo, Illinois 60501 Contact: Donna Alm

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to Capital: \$2,107,500

Source of Funds: Capital Bonds Funds FY11, 12, 13, 14

Remaining \$318,571-future year budget

12150-499-56215-56215-253538-2009

\$1,788.929.00

# CFDA#: Not Applicable

### GENERAL CONDITIONS:

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

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

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

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

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

### 10-0526-PR7

APPROVE ENTERING INTO AN AGREEMENT WITH RELATIONAL TECHNOLOGY SERVICES DBA RELATIONAL TECHNOLOGY SOLUTIONS (RTS) FOR PRIVATE BRANCH EXCHANGE ("PBX"), INTUITY VOICEMAIL SYSTEMS, CONVERSANT SYSTEMS AND RELATED CALL CENTER COMPONENTS HARDWARE AND SOFTWARE MAINTENANCE SERVICES

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

Approve entering into an agreement with Relational Technology Services d/b/a Relational Technology Solutions to provide hardware and software maintenance services for all Avaya Private Branch Exchange ("PBX") Systems, Intuity Voicemail Systems, Conversant Systems and associated Call Center components at 125 South Clark, Elizabeth Training Center, and the Board's three (3) current Business Service Center locations for Information & Technology Services ("ITS"), at a cost not to exceed \$563,782.49 for the three year term. RTS was selected on a non-competitive basis due to three primary reasons: (1) Avaya has changed business practices and runs all proprietary maintenance services through their approved business partners. (2) RTS is an approved Avaya business partner and an established CPS vendor; and, (3) RTS holds the application codes on behalf of Avaya for the CPS systems. A written agreement for RTS's services is currently being negotiated. No services or goods shall be ordered or received and no payment shall be made to RTS prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR: Relational Technology Services d/b/a Relational Technology Solutions

1070 Polaris Parkway, Suite 200

Columbus, Ohio 43240 Contact: Pete Milano

Telephone No.: (847) 637-2649

Vendor No.: 80498

USER: Information & Technology Services

125 South Clark Street, 3rd Floor

Chicago, Illinois 60603

Contact: Arshele Stevens, Chief Information Officer

Katie Zalewski, Telecommunications Manager

Telephone No.: (773) 553-1300

**TERM:** The term of this agreement shall commence on the date the agreement is signed and shall end 36 of months thereafter. 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: RTS will provide hardware and software maintenance including on-site coverage and hardware/software component replacement/installation as needed for all Avaya Private Branch Exchange ("PBX") Systems, Intuity Voicemail Systems, Conversant Systems and associated Call Center components at 125 South Clark, Elizabeth Training Center and the three Business Service Centers currently located at 1900 N. Austin, 4655 S. Dearborn and 11424 S. Western.

**DELIVERABLES:** RTS will provide maintenance, break/fix, technical response and specific on-site coverage for the hardware and software to ensure the proper operation of the Avaya software, servers and associated parts.

**OUTCOMES:** RTS will provide the Board with the necessary hardware and software maintenance and support services to ensure the proper functioning of the Avaya operating systems and any related equipment

COMPENSATION: Vendor shall be paid as follows: Upon invoicing: (i) one lump sum payment of \$259,359.41 for maintenance and support services during year one; (ii) one lump sum payment of \$152,211.54 for maintenance and support services during year two; and (iii) one lump sum payment of \$152,211.54 for maintenance and support services during year three; total compensation not to exceed \$563,782.49.

# 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 section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Contract Participation in Goods and Services (M/WBE Program), the M/WBE participation for the contract includes 35% total MBE and 5% total WBE. However, the Waiver Committee recommends that a partial waiver of 15% for the MBE and 5%for the WBE participation goals for this contract as required by the Remedial Program be granted because the contract scope is not further divisible.

The Vendor has identified and scheduled the following firms and percentages

Total 20% MBE

Quantum Crossing, LLC 111 East Wacker Suite 990 Chicago, IL 60601

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

FINANCIAL: Charge to the Office of Technology Services \$563,782.49

Budget Classification: 12540-115-56105-254501-000000 \$259,359.41 FY10 Budget Classification: 12540-115-56105-254501-000000 \$152,211.54 FY11 Budget Classification: 12540-115-56105-254501-000000 \$152,211.54 FY12

Board Location	Year 1	Year 2	Year 3	Total
125 S Clark	\$220,625.91	\$113,478.04	\$113,478.04	\$340,434.12
Elizabeth Training Center	\$12,598.05	\$12,598.05	\$12,598.05	\$37,794 15
BSC N - 1900 N Austin	\$16,527.17	\$16,527.17	\$16,527.17	\$49,581.51
BSC C - 4655 S Dearborn	\$4,840.80	\$4,840.80	\$4,840 80	\$14,522.40
BSC S - 11424 S Western	\$4.767.48	\$4.767.48	\$4.767.48	\$14,302 44
Total	\$259,359,41	\$152,211.54	\$152,211.54	\$563,782.49

### **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-PR8

# APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH SENTINEL TECHNOLOGIES FOR E-MAIL AND WEB CONTENT FILTERING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreement with Sentinel Technologies ("Sentinel or "Vendor") to provide e-mail and web content filtering services to Information & Technology Services ("ITS") on behalf of the district at a cost for the option period not to exceed \$631,680.04. A written document exercising this option is currently being negotiated. No payment shall be made to Sentinel prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

SPECIFICATION NO.: 08-250034

VENDOR: Sentinel Technologies, Inc

2550 Warrenville Rd.

Downers Grove, Illinois 60515

Contact: Jack Reidy, Senior Sales Executive

Brian Osborne, Vice President of Sales and Marketing

Telephone No.: (630) 769-4300

Vendor No: 21472

USER: Information & Technology Services

125 South Clark Street, 3<sup>rd</sup> Floor

Chicago, Illinois 60603

Contact: Arshele Stevens, Chief Information Officer

Telephone No.: (773) 553-1300

**ORIGINAL AGREEMENT:** The original agreement (authorized by Board Report # 09-0527-PR17) in the amount of \$1,140,154.10 was for a term commencing June 15, 2009 and ending June 14, 2010, with the Board having two options to renew for a period of one year. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

**OPTION PERIOD:** The term of this agreement is being extended for a period commencing on June 15, 2010 and ending on June 14, 2011.

OPTION PERIODS REMAINING: There is one option to renew for one additional year.

**SCOPE OF SERVICES:** Sentinel will continue to provide software licensing for the web and email filtering services as well as, support, and reporting for an e-mail filtering service. All services will be provided by skilled resources performing technical support, management, problem identification and problem resolution for all associated systems as defined by the CPS.

**DELIVERABLES:** Sentinel will continue to support the new filtering system. This system will protect the Board from spam, computer viruses and other malware, and filter out inappropriate photos from the Board's e-mail. Sentinel will also renew the software licensing and manufacturer hardware maintenance for the web filtering system. This web filtering system blocks access to inappropriate and malicious websites.

**OUTCOMES:** Sentinel will ensure that inbound and outbound e-mail and attachments are scanned by leading anti-virus products, anti spam-ware, and image analysis. Sentinel will also ensure the Board's staff and students are protected from improper and harmful web content in compliance with the federal Children's Internet Protection Act (CIPA). CIPA requires the Board to protect students from harmful web content in order to receive federal funds via the E-Rate program. The E-Rate program provides the Board with funds for improving and maintaining the district's Internet connectivity. The Board has historically received several tens of millions of dollars in funding through the E-Rate program. These web and e-mail filtering services are not covered by E-Rate funds.

**COMPENSATION:** Sentinel shall be paid as specified in the renewal document; total compensation shall not to exceed \$631,680.04.

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

AFFIRMATIVE ACTION: This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Business Enterprise Contract Participation in Goods and Services (MWBE Program). The M/WBE participation goals for the contract include: 35% total MBE, and 5% total MBE.

Vendor has identified and scheduled the following firms and percentages:

Total 35% MBE:

Informity Network Ltd 731 N. Sangamon Suite 300 Chicago, IL 60642

35%

Total 5% WBE

B2B Strategic Solutions, Inc. 150 N. Michigan Avenue, Suite 2800 Chicago, IL 60601 5%

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

 FINANCIAL:
 Charge to Information & Technology Services
 \$631,680.04 FY10

 Budget Classification:
 12540-115-53306-266414-000000
 \$368,025.45 FY10

 12540-230-53306-254901-000000
 \$263,654 59 FY10

# GENERAL CONDITIONS:

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

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

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time shall be incorporated into and made a part of the agreement.

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

### 10-0526-PR9

# APPROVE PAYMENT TO VARIOUS VENDORS FOR SERVICES TO BE PROVIDED TO THE OFFICE OF THE BOARD

### THE OFFICE OF THE BOARD REPORTS THE FOLLOWING DECISION:

Approve payment to various Vendors for services to be provided to the Office of the Board of Education of the City of Chicago as noted below:

1. Canon Business Solutions, Inc.

Maintenance Agreements for three multi-functional devices (May 22, 2010 to May 21, 2011)

Vendor #: 97064

Canon Business Solutions, Inc 425 N. Martingale Road Schaumburg, IL 60173

Amount: \$4,830.00

Budget Classification: 10110-115-56105-231004-000000 Source of Funds: Board of Education/Services-Repair Contract

2. Citadel Information Management

Destruction of records pursuant to Records Disposal Certificate issued December 9, 2009 by

Local Records Unit of Illinois State Archives.

Vendor #: 99031

Citadel Information Management

827 Blackhawk Drive Westmont, IL 60559-1119 Amount: \$2,035.00

Budget Classification: 10110-115-54125-231004-000000

Source of Funds: Board of Education/Services-Professional and Technical

P.O.#: 1341392

3. Digital Paper Solutions, Inc.

Maintenance Agreement for docSTAR System (July 1, 2010 to July 1, 2011)

Vendor #: 29532

Digital Paper Solutions, Inc. 1085 Zygmunt Circle Westmont, IL 60559 Amount: \$6,000.00

Budget Classification: 10110-115-56105-231004-000000 Source of Funds: Board of Education/Services-Repair Contract

4. Follett Library Resources, Inc.

Remaining Target grant funds to the Real Men Read initiative will be used to purchase books for kindergarten classes during the summer months. These books will be used specifically for the following schools: Armour, Chase, Gunsaulus and McKinley Park Elementary.

Vendor #79776

Follett Library Resources, Inc. 1340 Ridgeview Drive

McHenry, IL 60050 Amount: \$15,000.00

Budget Classification: 10110-124-53305-111153-904003 Source of Funds: Board of Education/Commodities-Textbooks

5. Postmaster of Chicago

Payment for past due and current postage fees that have been incurred on behalf of the Real Men

Read initiative Vendor # 22679 Postmaster of Chicago 125 S. Clark Street Chicago, IL 60803 Amount: \$3,478.71

Budget Classification: 10110-115-53405-231004-000000 Source of Funds: Board of Education/Commodities-Supplies

6. Roscor Corporation

Vendor will replace hundreds of marginal capacitors in VCR unit for control room.

Vendor #: 44723 Roscor Corporation 1061 Feehanville Drive Mount Prospect, IL 60056 Amount: \$1,700.00

Budget Classification: 10110-115-55005-231004-000000 Source of Funds: Board of Education/Property-Equipment

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

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

# 10-0526-PR10

# APPROVE ENTERING INTO AN AGREEMENT WITH DEPAUL UNIVERSITY FOR PROFESSIONAL DEVELOPMENT SERVICES

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

Approve entering into an agreement with DePaul University for 21st Century Learning Professional Development support at a cost not to exceed \$105,000.00. DePaul University was selected on a non-competitive basis because they are the sole provider of the PD content which is based on the research of Dr. Nichole Pinkard. A written agreement is currently being negotiated. No services shall be provided by DePaul University and no payment shall be made to DePaul University prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR: DePaul University

25 E. Jackson St. Chicago, IL 60604

Contact: Dr. Nichole Pinkard Telephone No.: (210) 490-9188

Vendor No.: 37159

USER: Chief Administrative Office

125 S. Clark St., 5<sup>th</sup> floor Chicago, Illinois 60603

Contact: Robert W. Runcie, Chief Administrative Officer

Telephone No.: (773) 553-1500

Information & Technology Services 125 S. Clark St., 3<sup>rd</sup> floor Chicago, Illinois 60603

Contact: Arshele Stevens, Chief Information Officer

Telephone No.: (773) 553-1300

**TERM:** The term of this agreement shall commence upon execution and shall end one year thereafter, with three options to renew for a period of one year each

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

SCOPE OF SERVICES: DePaul University will provide a 21<sup>st</sup> Century Online Learning Professional development program for approximately 25 CPS sixth grade math teachers that consists of the following components: 1) an initial 30 hours of face-to-face, in-depth professional development prior to the start of the FY11 school year; 2) on-going online instruction and delivery of content using the CPS 21<sup>st</sup> Century Online Learning content delivery / learning management system throughout the school year that requires one to two hours per week of review and participation from teachers; and 3) a program facilitator who will perform monthly classroom visits to observe teachers and provide face-to-face coaching and support

The first component of the professional development program is an in-depth introduction to the concepts of teaching in a 21<sup>st</sup> Century Learning environment that will be offered to teachers prior to the start of the school year in which they begin to work in the new model. The duration of the in-depth, face-to-face stage of professional development will be 6 hours per day for 5 days, and will provide teachers with an active and supportive learning environment that models the classroom they are expected to lead. As new concepts are introduced, the participating teachers will have opportunities to develop their expertise through case study analysis, simulations, practice, and application of skills; face-to-face and online collaboration with other participants and facilitators; opportunities for reflection, and creation of digital resources and artifacts that can be shared with other participants or maintained as references for future use. The professional development program will be designed to provide participating teachers with ongoing, constructive support and feedback from the program facilitator and peers.

Teachers participating in the 21<sup>st</sup> Century Learning professional development program administered by DePaul University will also receive ongoing instruction during the school year that requires approximately one to two hours of review per week using the CPS 21<sup>st</sup> Century Learning online content delivery / learning management system. Teachers will be allowed to work at their own pace to further explore the concepts introduced during the 30 hour in-depth professional development session. They will also be provided with opportunities to collaborate and seek or provide advice with peers and program facilitators, and record and share reflections. The ongoing online professional development will allow teachers to learn in an environment and use online tools similar to their students; teachers will have the opportunity to align, reconcile, and individualize the relationship between the concepts and skills they are learning and developing in the program with their actual practice and experiences with their own students in their own classrooms.

Additionally, the online professional development facilitator will visit the classroom of participating teachers once per month to observe the adoption of the 21<sup>st</sup> Century Learning teaching practices and provide face-to-face, non-evaluative feedback.

The formal professional development program will conclude at the end of the school year in June, 2011 Teachers that participate in 90% of the in-depth face-to-face professional development, and achieve an 85% participation rate in the ongoing online content (determined by the online professional development facilitator) will earn continuing professional development units (CPDU) granted by DePaul University upon completion.

**DELIVERABLES:** DePaul University will train approximately 25 CPS sixth grade math teachers participating in the 21<sup>st</sup> Century Learning Phase 1 pilot. The professional development program will include a 30 hour in-depth, face-to-face component and an ongoing online instruction and collaboration aspect that teachers will use to learn and interact with program facilitators and other participating teachers throughout the duration of the school year.

**OUTCOMES:** Teachers that participate in the professional development program created by Or Nichole Pinkard and administered by DePaul University will develop the skills listed below.

- Effective integration and time management of project-based learning opportunities which may include creation and critiquing of digital medi into curriculum to engage students and provide opportunities to apply /self-direct learning
- Incorporation of social networking (discussion threads, chats, email) and Web 2 0 skills into lessons, activities, and assignments
- Use of available student and class level data and creation of meaningful reports which provide instructional insights and inform daily teaching strategies
- Identification and use of online and offline resources to differentiate and individualize student instruction
- Coaching / encouragement of student exploration and the development of student ownership of knowledge and learning process
- Development of a repetoire of strategies to help students progress through course content at an individualized yet appropriate pace
- Other effective teaching strategies that help teachers leverage 21<sup>st</sup> Century Learning tools to provide students with a challenging and engaging educational experience.

COMPENSATION: DePaul University shall be paid on the terms set forth in the agreement, at a cost not-to-exceed \$105,000.00

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement Authorize the Chief Administrative 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 Enterprises Participation in Goods and Services contracts, MWBE provisions of the program do not apply to transaction where the vendor providing services operates as a governmental entity.

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

FINANCIAL: Charge to Information & Technology Services: \$105,000.00 FY10 Budget Classification. 12510-354-54105-221206-497140-2010

### **GENERAL CONDITIONS:**

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

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members

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

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

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

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

### 10-0526-PR11

# APPROVE ENTERING INTO AN AGREEMENT WITH HOUGHTON MIFFLIN HARCOURT FOR ONLINE CURRICULUM AND PROFESSIONAL DEVELOPMENT SUPPORT

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

Approve entering into an agreement with Houghton Mifflin Harcourt Publishing ("Houghton Mifflin Harcourt") for online curriculum and professional development support at a cost not to exceed \$90,000.00. Houghton Mifflin Harcourt Destination Math online curriculum was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement is currently being negotiated. No services shall be provided by Houghton Mifflin Harcourt and no payment shall be made to Houghton Mifflin Harcourt prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDOR: Houghton Mifflin Harcourt Publishing

222 Berkeley Street Boston, MA 02116

Contact: Raymundo Rodriguez Telephone No.: (210) 490-9188

Vendor No.: 13240

USER: Chief Administrative Office

125 S Clark St , 5<sup>th</sup> floor Chicago, Illinois 60603

Contact: Robert W. Runcie, Chief Administrative Officer

Telephone No.: (773) 553-1500

Office of P-12 Management 125 South Clark Street, 10<sup>th</sup> floor

Chicago, Illinois 60603

Contact: Flavia Hernandez, Chief Officer

Telephone No.: (773) 553-2150

TERM: The term of this agreement shall commence on June 1, 2010 and shall end four months thereafter.

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

SCOPE OF SERVICES: Houghton Mifflin Harcourt shall provide the Destination Math online program that includes math courses for 1,000 eighth-grade Summer Bridge students. The program shall include online curriculum content, and online content delivery and data reporting.

**DELIVERABLES:** Houghton Mifflin Harcourt shall deliver the ability for students and teachers to use an online system, courses, and data reporting for middle school math for 1,000 eighth-grade students

**OUTCOMES:** This program will result in approximately 1,000 eighth grade Summer Bridge students receiving differentiated math instruction using the Destination Math online curriculum.

**COMPENSATION:** Houghton Mifflin Harcourt shall be paid, per invoicing, for licensing and implementation fees associated with this program, at a cost not-to-exceed \$90,000.00

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

**AFFIRMATIVE ACTION:** The M/WBE goals for this agreement include: 15% total MBE participation and 5% total WBE participation. However, the Waiver Review Committee recommends a full waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted because the contract is not further divisible.

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

FINANCIAL: Charge to Chief Education Office: \$90,000.00 FY10

Budget Classification: 11380-332-54125-160005-430083

### **GENERAL CONDITIONS:**

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

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members

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

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

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

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

### 10-0526-PR12

# APPROVE ENTERING INTO A PRODUCT LICENSE AGREEMENT WITH HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY (AREA 2)

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

Approve entering into a license agreement with Houghton Mifflin Harcourt Publishing Company (HMH) for online rights to StoryTown/Villa. Cuentos e-Tools, and StoryTown/Villa Cuentos e-Student books via HMH's Think Central for 14,000 students to be shared by all 34 Area 2 schools (listed in Appendix A) and assessment licenses for Grades 1 through 6 at all 34 Area 2 schools at a cost not to exceed \$178,192.00. Houghton Mifflin Harcourt was selected on a non-competitive basis due to the company being a sole source provider for the online StoryTown/Villa Cuentos etools, StoryTown/Villa Cuentos etitudent books, and online assessments for the Harcourt Series StoryTown and Villa Cuentos. A written license agreement for the usage of these products via Think Central is currently being negotiated. Product upgrades and "bug fixes" will be provided free of charge for the term of the agreement. No services shall be provided by and no payment shall be made to Licensor prior to the execution of the written license 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.

### **PRODUCT**

LICENSOR: Houghton Mifflin Harcourt Publishing Company

222 Berkeley Street Boston, MA 02116

Contact: Maria Guerrero Phone: 773-480-5787 Vendor #: 13240

USER: Area 2

6323 N. Avondale

Deborah R Esparza, Chief Area Officer

773-534-1100

**TERM:** The term of this product license agreement shall commence on the date the agreement is signed and shall end September 1, 2017. The Board shall have no options to renew this agreement

**SCOPE OF SERVICES:** HMH will provide Area 2 with Storytown/Villa Cuentos' Reading/Language Arts series' etools which support the core print text series. The HMH etools will be available via portal called ThinkCentral (TC).

The StoryTown/VillaCuentos etool purchase will include:

- Student textbook online versions called student e-books for grades 1-6.
- Student assessment online versions called e-assessments for grades 1-6 E-assessments are Benchmark assessments, Weekly assessments and theme assessments, and
- K-6 Online Teacher Editions and Planning Resource Package. which include: online TE, online leveled readers for below, on, above and ELL titles, online TE to leveled books, online practice and phonics workbooks and TEs, online Teacher Resource Book, online K-2 predecodable and decodable books, and Professional Development Video/podcasts, online transparencies, online leveled literacy center activity cards, online Extra Support CopyMasters, online Intervention Readers (Tier 2 intervention), Online Challenge CopyMasters, online Spelling CopyMasters and online Grammar CopyMasters

**DELIVERABLES:** HMH will provide the following to Area 2:

- CPS' Area 2 schools and Area 2 office, as organized in June 2010, will access Houghton Mifflin Harcourt (HMH) K-6 StoryTown and VillaCuentos etools (as defined in Scope of Services) thru the ThinkCentral (TC) portal.
- HMH will add on new Area 2 schools as needed;
- HMH TC access will be available thru July 30<sup>th</sup> 2017;
- Internet based etools;
- HMH TC etool assessments and instruction are aligned to standards of the State of Illinois;
- HMH etools are accessible thru the ThinkCentral (TC) portal;
- CPS administrators, staff and students will have access to TC etools.
- HMH shall create Administrator TC accounts for each Area 2 school:
- HMH shall create Administrator TC account for the Area 2 Chief Area Officer or designee.
- HMH will provide 18 days of Professional Development sessions to train Area 2 teachers, coaches and administrators;
- HMH will provide tech support via ITS helpdesk: tschbse@hbtechsupport.com or 1-800-419-3900.
- Area 2 will have a dedicated liaison with HMH representative, Maria Guerrero maria.guerrero@hmhpub.com

### **OUTCOMES:**

- Increase in percentage of 1-6 classrooms with access to etools.
- Increase in percentage of teachers administering and scoring curriculum based assessments.
- Increase in percentage of teachers using assessments formatively to inform instruction.
- Increase in trend in percentage exceeds in ISAT Reading Grades 3-6

**COMPENSATION:** Costs for an individual student access to e-tools and e-book will not exceed \$7.00 per student. Online assessment costs for StoryTown will not exceed \$273 per grade, per school.

### HMH will be paid:

- a one-time access fee of \$98,000 for StoryTown eTools and StoryTown eStudent books for a maximum of 14,000 students in grades 1-6 in all 34 schools in Area 2 based upon a per student charge of \$7;
- a one-time access fee of \$55,692 for online assessments for StoryTown for grades 1-6 in all 34 schools in Area 2 based upon a charge of \$1,638 per school, and
- an annual technical services fee of \$3,500 for a total of \$24,500

The total compensation payable to HMH during the term of the agreement for the services described above shall not exceed the sum of \$178,192.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written license agreement. Authorize the President and Secretary to execute the license agreement. Authorize Chief Area Officer to execute all ancillary documents required to administer or effectuate this I cense agreement.

**AFFIRMATIVE ACTION:** Pursuant to section 5.2 of the Remedial Program for the Minority and Women Business Enterprise contract participation in Goods and Services (M/WBE program), this contract is exempt from review because the nature of the services is a unique transaction.

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

FINANCIAL: Charge to Area 2 (Title I Schools): \$114,660.00 Fiscal Year: 2010

Budget Classification: 05021-331-221067-54505-430101

Source of Funds: ARRA

Charge to Area 2 (Title II Schools): \$39,032.00 Fiscal Year 2010

Budget Classification: 05021-353-221068-54505-494032

Source of Funds: Title II

Charge to Area 2 (Annual Data Services Fee): \$3,500.00 Fiscal Year. 2010

Budget Classification: 05021-331-221067-54105-430101

Source of Funds: ARRA

### **GENERAL CONDITIONS:**

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

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

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

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

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

### Appendix A:

All 34 Area 2 Schools listed below:

Title I Schools		·· <del>·</del>		· · · · · · · · · · · · · · · · · · ·
Armstrong	Coonley	Greeley	McCutcheon	Stockton
Bateman	Courtenay	Hamilton	McPherson	Swift
Boone	Disney	Hayt	New Field	Trumbull
Brennemann	Field	Jahn	Peirce	Waters
Chappell	Gale	Jordan	Rogers	West Ridge Acad.
Clinton	Goudy	Kilmer	Stewart	- ·   · · · - · - · - · · · · · · · ·

Title II Schools				
Bell	Blaine	Decatur	Inter-American	Nettelhorst

### 10-0526-PR13

# APPROVE ENTERING INTO A SOFTWARE LICENSE AGREEMENT WITH RIVERSIDE PUBLISHING (AREA 2)

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

Approve entering into a license agreement with Riverside Publishing for online rights to Data Director and Data Scanner for all teachers and administrators in Area 2 and all 34 Area 2 schools (listed in Appendix A) at a cost not to exceed \$125,000.00. Software licensor was selected on a non-competitive basis due to Riverside Publishing being the sole source provider for the Houghton Mifflin Harcourt StoryTown Assessment Item banks. A written license agreement for the usage of these products is currently being negotiated. Product upgrades and "bug fixes" will be provided free of charge for the term of this agreement. No use of the product shall begin and no payment shall be made to Licensor prior to the execution of the written license 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.

**SOFTWARE** 

LICENSOR: Riverside Publishing

3800 Golf Road, STE 100 Rolling Meadows, IL 60008 Contact: Raymundo Rodriguez Phone: 630-467-7000

Vendor #: 12017

USER: Area 2

6323 N. Avondale

Deborah R. Esparza, Chief Area Officer

773-534-1100

**TERM:** The term of this software license agreement shall commence on the date the agreement is signed and shall end September 1, 2012. The Board shall have no options to renew

**USE OF SOFTWARE:** Riverside Publishing will license and support *DataDirector*, a robust, customizable web-based assessment and data management system that has been designed to meet the unique needs of Chicago Public Schools. The online rights will be for a maximum of 21,000 students. *DataDirector* is a user-friendly system that can be used to gather, analyze, aggregate, and disaggregate all types of data for students, teachers, parents, and administrators at the student, classroom, school, district, or subgroup level easily and affordably.

DataDirector allows for the unlimited longitudinal reporting of all data, including district benchmark tests, school-level assessments, classroom tests, state assessments, course data, transcripts, demographic data, and any other data in the system. This will result in a better understanding of the district, each school, classroom, and student that can be used to improve processes, instruction, and achievement at every level

DataDirector, developed by educators for educators, employs advanced web technologies including php, SQL. PDF creation, dynamic charts, and system e-mail. It will let Chicago Public Schools download data directly from the system for local data analysis and manipulation.

Riverside Publishing will also provide training for Chicago Public Schools' staff and customer support via phone and e-mail and up to ten days of professional development. Riverside Publishing will provide system maintenance, system support, data import support, user support, and system upgrades are provided for each year of the contract.

In addition, Riverside Publishing will provide Area 2 with:

- DataDirector
- · Plain paper scanning
- Training and support
- · StoryTown test items via DataDirector

**OUTCOMES:** Area 2 teachers and students in Grades K through 8 will have access to Riverside Publishing Data Director and Data Scanner for the 21,000 student accounts. Benefits will be centralized data storage including Dibels, Harcourt assessments, automated assessment grading, 10 days of product training and online support is included for these products

LICENSE FEE: Riverside Publishing will be paid a license fee of \$125,000.00, which is inclusive of professional development, training, technical support and upgrades.

MAINTENANCE FEE: There will be no maintenance fee

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and consitions in the written license agreement. Authorize the President and Secretary to execute the license agreement. Authorize Chief Area Officer to execute all ancillary documents required to administer or effectuate this license agreement.

**AFFIRMATIVE ACTION:** Pursuant to section 5.2 of the Remedial Program for the Minority and Women Business Enterprise contract participation in Goods and Services (M/WBE program), this contract is exempt from review because the nature of the services is a unique transaction.

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

FINANCIAL: Charge to Area 2 (Title I Schools): \$106,617.00 Fiscal Year 2010

Budget Classification: 05021-331-221067-54505-430101

Source of Funds: ARRA

Charge to Area 2 (Title II Schools): \$18,383.00 Fiscal Year: 2010

Budget Classification: 05021-353-221068-54505-494032

Source of Funds: Title II

### **GENERAL CONDITIONS:**

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

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

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

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

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

### Appendix A:

All 34 Area 2 Schools listed below

Title I Schools				
Armstrong	Coonley	Greeley	McCutcheon	Stockton
Bateman	Courtenay	Hamilton	McPherson	Swift
Boone	Disney	Hayt	New Field	Trumbull
Brennemann	Field	Jahn	Peirce	Waters
Chappell	Gale	Jordan	Rogers	West Ridge Acad
Clinton	Goudy	Kilmer	Stewart	

Title II Schools				<del></del>	 . :
Bell	Blaine	Decatur	Inter-American	Nettelhorst	 . ;

### 10-0526-PR14

### **FINAL**

### APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENTS WITH BANNER SCHOOLS AND PATHWAYS IN EDUCATION-ILLINOIS FOR ALTERNATIVE LEARNING OPPORTUNITIES PROGRAM SERVICES

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

Approve exercising the first option to renew the agreements with Banner Schools and Pathways in Education - Illinois to provide Alternative Learning Opportunities Program (ALOP) services to Area 30 at a cost not to exceed \$4,812,617.00 in the aggregate. The contract extension will include the continuation of the Youth Engaged in Schools (YES) Initiative at Banner Schools. YES is funded by a grant from the U.S. Department of Labor. As a sub-recipient of a federal grant, Banner Schools must adhere to all federal contract provisions required by the grant funding. Written documents exercising this option for each Provider's services are currently being negotiated. No payment shall be made to any Provider during the option period prior to the execution of such Provider's written document. The authority granted herein shall automatically rescind as to each Provider in the event a written document is not executed by such Provider within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

### SPECIFICATION NO: 08-250007

PROVIDERS: 1. Banner Schools

1243 S. Wabash #503 Chicago, Illinois 60605 773-934-2328

Contact Name: Eric Carlton

Vendor No. 20029

2. Pathways in Education-Illinois 48 N. El Molino Suite A Pasadena, CA 91101 626-683-3500

Contact Name: Jamie Hall Vendor No. 18327

**USER:** Area 30

4655 S. Dearborn Chicago, Illinois 60652

Contact: Jennifer Vidis, Acting Chief Area Officer

773-535-8500

ORIGINAL AGREEMENT: The original agreements authorized by Board Report #08-0924-PR13 in the amount of \$5,373,000.00 was for terms commencing September 2, 2008 and ending August 30, 2010, with the Board having 2 options to renew for one year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1. Board Report #08-0924-PR13 was amended pursuant to Board Report #09-0128-PR14 to increase the total compensation for services to \$6,373,000.00 and to amend the agreement with Banner Schools to provide additional seats for a 10-week transition program for students returning from juvenile justice detention facilities as a part of the YES Initiative which was funded by the U.S. Department of Labor.

OPTION PERIOD: The term of each agreement is being extended for one year commencing August 31, 2010 and ending August 30, 2011.

**OPTION PERIODS REMAINING:** There is one option period for one year remaining

SCOPE OF SERVICES: Providers will continue to provide the following ALOP services pursuant to Section 13B of the Illinois School Code (105 ILCS 5/13B-1 et seq.): High quality alternative educational program services for high school students aged 15-21 years who have had significant leaves of absence from school or have been involved with the juvenile justice system and have few, if any, high school credits. The program shall be designed to prepare students for graduation from high school and provide a post-secondary path Providers will provide a 24 credit requirement program, aligned with Chicago Public Schools graduation requirements. Students' diplomas will be issued by their home high schools.

# **DELIVERABLES:** Providers will continue to:

- Provide program with adequate and appropriate equipment and supplies.
- Administer academic progress and other assessments as described by the Board, in the Board's sole discretion (Board will provide test booklets, training and scoring for mandated state and local tests.)
- Provide areas in school conducive to learning separate from the lunch and other activity rooms
- Provide sufficient staff (teacher aides, security and etc.) to effectively manage, support and educate students consistent with their needs.
- Provide a 10-week transition program consisting of academic support, life-skills training, and workforce exploration opportunities for students transitioning out of the juvenile detention facilities and participating in the Youth Engaged in Schools Initiative. This program is focused on increasing the graduation rate of court involved students.
- Provide dedicated staff and space to effectively manage and support a 10-week transition program for students participating in the Youth Engaged in School Initiative.
- Provide and administer mutually agreed upon assessments of progress in reading and mathematics at the end of school year for all students to assess individual student progress.

- Provide Area 30 with semester transcripts for each student enrolled in ALOP Schools
- Provide daily attendance reports to Area 30 staff.
- Provide list of graduates to Area 30 staff at the end of each school year.
- Provide copies of individual student success plans to Area 30 staff.

### **OUTCOMES:** Providers will ensure that:

- Student attendance rate is 80%.
- · Students earn a minimum of 6 credits per academic year.
- Students have a post-secondary plan upon graduation.
- Graduation rate is 85%
- Credit gain 80% of students attaining 5+ credits over one year.
- Students are provided the curricular and credit opportunities to earn a high school diploma

**COMPENSATION:** Each Provider will be allocated a certain number of seats and will be paid a negotiated rate for these seats, not to exceed the sum of \$4,812,617.00 in the aggregate for all Providers. Each agreement will contain a clause that the Board may increase or decrease the number of seats by giving the Provider thirty (30) days written notice.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written documents. Authorize the President and Secretary to execute the written documents. Authorize Acting Chief Area Officer for Area 30 to execute all ancillary documents required to administer or effectuate the written documents.

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

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

FINANCIAL: Charge to Area 30: \$4,812,617.00 Fiscal Year: 2011

Budget Classifications.

66301-115-54305-00000-000000-\$3,330,459 Source of Funds: General Education 66301-225-54125-119020-000703-\$386,971,00 SGSA

66301-225-54125-119020-000703-\$386,971.00 SGSA 6301-332-54125-119031-430083- \$95,187.00 NCLB 13722-324-54125-221021-500750-\$1,000,000.00 Federal Grant

CFDA#: 17.261 - Banner Schools

### **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 of entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their terms of office.

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

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

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

# 10-0526-PR15

# APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENTS WITH VARIOUS ALTERNATIVE SAFE SCHOOLS FOR EDUCATIONAL SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the first option to renew the agreements with the Alternative Safe Schools identified below to provide educational services to students who have been expelled from school or referred by the school principal for displaying chronic disruptive behaviors at a cost not to exceed \$3,638,149 00 in the aggregate Written documents exercising this option for each school's services are currently being negotiated. No payment shall be made to any school during the option perion prior to the execution of such school's written document. The authority granted herein shall automatically rescind as to each school in the event a written document is not executed by such school within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

SPECIFICATION NO: 08-250008

### **ALTERNATIVE SAFE SCHOOLS:**

- Human Resources Development Institute, Inc. (HRDI) 222 S. Jefferson Chicago, Illinois 60661 Contact: Renzy Richardson (312) 441-9009 Vendor # 25627
- Richard Milburn High School, Inc 27 Congress Street Salem, Massachusetts 01970 Contact: Donna Eldridge Robert H. Crosby (978) 741-7161 Vendor # 24596
- 3. Banner Schools 1243 S. Wabash, #503 Chicago, Illinois 60605 Contact: Eric Carlton (773)934-2328 Vendor # 20029

USER: Area 30

4655 S. Dearborn Chicago, Illinois 60652 773-535-8500

Contact: Jennifer Vidis, Acting Chief Area Officer

**ORIGINAL AGREEMENT:** The original agreements authorized by Board Report #08-0924-PR16 in the amount of \$4,022,752.00 was for terms commencing. September 2, 2008, and ending July 31, 2010, with the Board having 2 options to renew for one year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1. Board Report #08-0924-PR16 was amended pursuant to Board Report #10-0428-PR25 to increase the total compensation for services to \$6,902,505.00 and to correct the number of options on the board report to correspond with the number of options stated in the agreements.

**OPTION PERIOD:** The term of each agreement is being extended for one year commencing August 1, 2010 and ending July 31, 2011.

OPTION PERIODS REMAINING: There is one option period for one year remaining

SCOPE OF SERVICES: Alternative Safe Schools will continue to provide educational programs for students who commit CPS Uniform Discipline 5 or 6 offenses and as a result are expelled for a minimum of 45 days to a maximum of 2 years. The primary goal of this program is to return students to the regular education setting at CPS. Schools are contracted to provide educational services and behavioral interventions that will increase academic performance and decrease inappropriate behaviors by implementing academic curriculum social/behavior interventions, vocational and career training opportunities, and life-skills training that are effective, creative, and innovative.

### **DELIVERABLES:**

Deliverable	Delivery Date
a) Attendance Reports (Teachers Monthly Summary)	Due the 5th of each month for the prior month
b) Quarterly grade reports	Due 5 days after the end of each quarter
c) Semester grade reports- must include transcripts	Due before the end of the semester. Area 30 staff will
for high school students earning credits toward	inform schools of specific date (Due before PRCUP is
graduation	blocked)
d) End of Year Report	Due 10 days after the end of each regular school year
e) School Improvement Plan	Due at least 15 days prior to the start of each school
	year
f) School-wide Behavior Management Plan	Due at least 15 days prior to the start of each school
	year
g) Evacuation Plan	Due at least 15 days prior to the start of each school
	year
h) Parent Orientation Packet (sample)	Due at least 15 days prior to the start of each school
	year
i) Student Orientation Packet (sample)	Due at least 15 days prior to the start of each school
	year
j) Course Descriptions for High School Program	Due at least 15 days prior to the start of each school
	year
k) Staff Development Plans and Activity Dates	Due at least 15 days prior to the start of each school
	year
Yearly School Calendar	Due at least 15 days prior to the start of each school
	year

m) School Organizational Chart	Due at least 15 days prior to the start of each school
	year
n) Actual Expenditure/Budget Report for each school,	Due on or before 16th of October for each year that
along with the overall operating budget for each	the agreements are in place or within 45 calendar
school	days of the actual termination or expiration date

**OUTCOMES:** Alternative Safe Schools' students will receive a full academic program in an alternative setting. Students will earn 3 academic credits per semester toward high school graduation, complete requirements for elementary school graduation, and/or advance in grade level. Students will improve school attendance, reduce disruptive behavior, attain and/or maintain employment, and give back to the community through service learning and restorative justice.

COMPENSATION: Each school shall be paid as follows: HRDI shall be paid a per diem of \$55.58 for each reserved student slot, not to exceed \$10,004.40 per student during the regular school year and \$2,223.20 per student during the summer session, if the school provides services during the summer. Milburn shall be paid a per diem of \$56.82 for each reserved student slot, not to exceed \$10,000.00 per student during the regular school year and \$1,889.20 per student during the summer session, if the school provides services during the summer. Banner Academy shall be paid a per diem of \$56.82 for each reserved student slot, not to exceed \$10,000.00 per student during the regular school year and \$1,889.20 per student during the summer session. If the school provides services during the summer. The per diem rates for each reserved student slot and the maximum amount paid for each reserved student slot during the regular school year and during summer session shall be negotiated prior to the start of each renewal period. The total compensation paid to all Providers shall not exceed the sum of \$3,638,149.00 in the aggregate

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written documents. Authorize the President and Secretary to execute the written documents. Authorize Acting Chief Area Officer for Area 30 to execute all ancillary documents required to administer or effectuate the written documents.

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

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

FINANCIAL: Charge to Area 30	Fiscal Year, 2011
Budget Classification:	Source of Funds.
05281-324-54305-119023-369613-\$3,001,675	324Government/RSSI
66011-115-00000-119020-000000-\$95,765.00	115 General Funds
66011-225-54125-119020-000703-\$459,755	225 SGSA
66011-332-54125-119031-430092-\$80,954.00	332 NCLB

# **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-PR16

# APPROVE ENTERING INTO AN AGREEMENT WITH DEVRY UNIVERSITY FOR EDUCATIONAL SERVICES (Cohort 7)

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with DeVry University to provide educational services to the Department of College and Career Preparation for the Advantage Academy Program – Cohort 7, at a cost not to exceed \$240,000 in the aggregate. Consultant was selected on a non-competitive basis because of their outstanding performance in the College Excel Program, and because their Advantage Academy Programs for Chicago Public Schools Cohorts 1, 2, 3, 4, 5, & 6 have been successful. A written agreement for Advantage Academy

Program- Cohort 7 is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to DeVry prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. The authority granted herein is contingent upon the execution of a coterminous license agreement ("License Agreement") between the parties for office and classroom space to be provided by DeVry University for the Advantage Academy Programs. A Chief Operating Officer (COO) Report will be generated regarding the License Agreement terms. Information pertinent to this agreement is stated below.

**CONSULTANT:** DeVry University

One Tower Lane, 9th Floor Oakbrook Terrace, IL 60181

Contact: Candace Goodwin, President, Chicago Campus

(773) 929-8500 Vendor # 45930

USER: College and Career Preparation

125 South Clark Street, 12 In floor

Chicago, IL 60603

Contact: Jerusha Rodgers, Officer

(773) 553-2108

**TERM:** The term of this agreement for Advantage Academy Program - Cohort 7 shall commence on July 1 2010 and shall end June 30, 2012. There are no options to renew.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 60 days written notice; and it shall have the right to terminate the agreement when the License Agreement terminates, if the License Agreement does not continue until June 30, 2012.

**PROGRAM DESCRIPTION:** DeVry University, through its Advantage Academy Program for Cohort 7, shall provide academic and technical courses to enable qualifying CPS juniors and seniors to concurrently earn dual credits at both the high school and college levels. Students who complete the Program shall earn a high school diploma and an Associate of Applied Science Degree either in Network Systems Administration (NSA) or Web Graphic Design.

**SCOPE OF SERVICES:** DeVry University shall provide academic and technical course for up to 120 CPS juniors and seniors during the 2010-2012 school years at a discounted rate as specified in the agreement; and it shall waive all registration, application and enrollment fees.

**DELIVERABLES:** DeVry University shall (i) provide academic and technical courses, textbooks, and instructional materials; (ii) coordinate and provide recruitment activities; (iii) administer college-required placement testing at DeVry's expense; (iv) provide campus support services; and (v) provide lunch to all approved students in the Program.

**OUTCOMES:** The DeVry University Advantage Academy Program shall achieve the following; increase the number of high school graduates; increase the number of graduates attending post-secondary education programs; increase the number of students attaining a college degree, and reduce the financial barriers for qualified CPS students to attend college.

**COMPENSATION:** DeVry shall submit invoices bi-annually on a per student basis at rates which reflect the tuition discount and course drop discount as set out in the agreement. Total compensation to DeVry shall not exceed the sum of \$240,000 in the aggregate for the two-year term.

**REIMBURSABLE EXPENSES:** DeVry shall be reimbursed for those expenses spec fically identified in the agreement. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Education 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 requirements do not apply to universities.

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

FINANCIAL: Charge to College and Career Preparation: Total \$240,000

Fiscal Year: 2010-2011 \$120,000 Fiscal Year: 2011-2012 \$120,000

Budget Classification: 13727-115-53405-212023-000000 Source of Funds: General

### **GENERAL CONDITIONS:**

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

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

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

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

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

### 10-0526-PR17

# AMEND BOARD REPORT 09-1216-PR25 APPROVE EXERCISING THE OPTION TO RENEW A SOFTWARE LICENSE AGREEMENT WITH CITYSPAN, INC.

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve exercising the option to renew the software license and product development agreement with Cityspan, Inc. Cityspan shall customize and manage software to be used by Office of Extended Learning Opportunities (OELO) at a cost for the option period not to exceed \$310,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This May 2010 amendment is necessary to revise the contact information and budget classifications. No written amendment is required.

### VENDOR:

1) Vendor # 97779 CITYSPAN TECHNOLOGIES 2437 DURANT AVE., STE 206 BERKELEY, CA 94704 Mark Min 510-665-1700

### USER:

Office of Extended Learning Opportunities 125 S Clark Chicago, IL 60603

Contact: Adeline Ray Phone: 773-553-1766

### **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 09-0128-PR13 as amended by 09-0527-PR22) in the amount of \$327,030 is for a term commencing on the date the agreement is signed and shall end January 1, 2010, with the Board having 2 options to renew for periods of 1 year each.

### **OPTION PERIOD:**

The term of this agreement is being extended for 1 year commencing on January 2, 2010 and ending January 1, 2011.

### **OPTION PERIODS REMAINING:**

There is 1 option period for 1 year remaining.

### SCOPE OF SERVICES:

Cityspan will continue to provide software to the Chicago Public Schools Office of Extended Learning Opportunities to support the management of After School Programs and Supplemental Educational Services

The software will continue to give 542 Chicago Public Schools access to a student level attendance and data management system. The customized software will meet the data collection and reporting requirements of the Department including reports to automate the tracking of key performance indicators Cityspan shall develop site-level and administrative reports that will support SES, ASAS, and CSI afterschool reporting requirements. Cityspan shall also develop an enhanced RFP system for ASAS and CSI. Cityspan shall prepare Annual Performance Reviews for OELO's 21st Century CLC schools and transfer the results in the PPICS reporting system.

In addition to the above services, Vendor will develop customizable, aggregate reports for the partner agencies providing services and programs, including Department of Family and Support Services, After School Matters, Chicago Park District, and Chicago Public Libraries. These reports will allow partner agencies to assess overall characteristics of program participants and academic progress of participants

### **DELIVERABLES:**

The Vendor will continue to deliver a data management system that meets OELO's requirements for managing SES and OST programs. The Vendor will continue to modify and improve the software in response to OELO requests for custom data-entry, navigation and reporting features. The Vendor will continue to export data sets that meet the accountability requirements of the Illinois State Board of Education and US Department of Education.

### **OUTCOMES:**

The software will allow OELO and schools to analyze the size, scope and impact of its programs and help shape decisions regarding program improvements. Using key indicators, including student-level assessment data, OELO will identify schools that are performing above and below expectations; develop school level technical assistance plans; and set funding priorities that leverage strengths and remedy program weaknesses. The outcome of OELO's use of the software will be a higher level of transparency and accountability across schools and programs, and targeted interventions that will improve program quality and student success.

The software will also allow OELO to meet accountability standards set by the Illinois State Board of Education (for SES programs) and the US Department of Education (for 21st Century CLC programs). Data from the software will be exported to meet requirements of both agencies.

#### COMPENSATION:

Vendor shall be paid during this option period a fee not to exceed the sum of \$310,000.

#### **AUTHORIZATION:**

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

#### AFFIRMATIVE ACTION

Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is exempt from MBE/WBE review. The unique nature of the software makes it inappropriate to apply other vendor selection criteria.

#### I SC REVIEW

Local School Council approval is not applicable to this report.

# FINANCIAL:

Charge to Office of Extended Learning Opportunities: \$310,000

<del>\$68,200.00</del>	<del>11375-332-53405-390011-430089-2010</del>
<del>\$213,900 00</del>	11390-332-51130-288209-430083-2010
<del>\$27,900.00</del>	11375-115-54305-150008-000000-2010
\$68,200.00	11375-332-54125-390011-430089-2010
\$213.900.00	11375-332-54125-266209-430083-2010
\$27,900.00	11375-115-54125-150006-000000-2010

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

### 10-0526-PR18

APPROVE ENTERING INTO AN AGREEMENT WITH CLASSROOM INC. FOR THE PURCHASE OF COMPREHENSIVE CURRICULA AND PROFESSIONAL DEVELOPMENT SERVICES FOR USE IN THE OFFICE OF EXTENDED LEARNING OPPORTUNITIES' KEEP KIDS LEARNING SUMMER PROGRAM

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

Approve entering into an agreement with Classroom Inc. for the purchase of comprehensive curricula and professional development services for use in the Office of Extended Learning Opportunities' Keep Kids Learning summer enrichment program at a cost not to exceed \$337,648.80. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Classroom, Inc., was selected as a sole source vendor on a non-competitive basis due to its unique combination of computer-based and print materials that simulate a work force setting and foster a project-based learning environment focused on reading, math and writing skills. Neither our research nor the vendor's has uncovered another organization providing a similar combination of software and print materials and services.

### VENDOR:

1) Vendor # 18448 CLASSROOM, INC 245 FIFTH AVE., 20TH FLR. NEW YORK, NY 10016 Jane Canner, President 212-545-8400

### USER:

Office of Extended Learning Opportunities 125 S Clark Chicago, IL 60603

Contact: Mandee Polonsky Phone: 773-553-1499

### TERM

The term of this agreement shall commence on June 1, 2010 and shall end August 31, 2010.

### **EARLY TERMINATION RIGHT:**

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

# **DESCRIPTION OF PURCHASE:**

Classroom Inc. will provide Extended Learning Programs which will allow students to develop and practice core literacy as well as business, collaboration, problem solving and organization skills as they assume the role of the decision maker in various industries. The program includes simulation software programs, print materials, assessments, professional development, and trainings as described below Goods: Classroom Inc. Elementary Curriculum Materials, Quantity: 104, Unit Price: \$1,545.00, Total Cost Not to Exceed: \$160,680.00

Goods: Classroom Inc. High School Curriculum Materials, Quantity: 4, Unit Price: \$1,545.00, Total Cost Not to Exceed: \$6,180.00

Goods: Additional Classroom Inc. curriculum supplies for teachers, Quantity: 108, Unit Price \$509.85, Total Cost Not to Exceed: \$55,063.80

Goods: Additional Classroom Inc, curriculum materials for librarians, Quantity: 10, Unit Price: \$772.50, Total Cost Not to Exceed: \$7,725.00

Services: Professional Development Services, Quantity: 108 teacher trainings, Unit Price: \$1,000.00, Total Cost Not to Exceed: \$108,000.00

### **OUTCOMES**

This purchase will result in the successful implementation of the Keep Kids Learning summer enrichment program offered through the Office of Extended Learning Opportunities. The program will be offered at 24 elementary schools and two high schools during the summer of 2010, serving approximately 2000 students. The Classroom Inc. curricula will provide comprehensive math, literacy, and science programs that will enhance student academic achievement during the summer months. Academics will be taught by Chicago Public Schools' teachers during the morning session for approximately four hours each day, four days each week for five weeks.

### COMPENSATION:

Vendor shall be paid in accordance with the unit prices set forth above and in the agreement; total not to exceed the sum of \$337,648.80.

### **AUTHORIZATION:**

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

### **AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to those transactions where the vendor providing services operates as a Not-for-Profit organization.

### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL

Charge to the Office of Extended Learning Opportunities: \$337,648.80.Fiscal Year: 2010-2011

11375-332-54125-125007-430089-2011	\$108,000.00
11375-332-53405-125007-430089-2011	\$55,063.80
11375-332-53305-125007-430089-2011	\$174,585.00

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-PR19

# APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH LEARNING POINT ASSOCIATES AND CHILDREN'S AID SOCIETY

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

Approve exercising the option to renew the agreement with Learning Point Associates and Children's Aid Society to provide consulting services and technical assistance to the Office of Extended Learning Opportunities (OELO) at an aggregate cost for the period not to exceed \$387,100.00. These consultants were chosen pursuant to the 21st Century grant awarded by ISBE which designated the use of these Consultants. Written renewal agreements are currently being negotiated. No payment shall be made to any Consultant during this period prior to the execution of their respective renewal agreements. The authority granted herein shall automatically rescind as to each Consultant in the event their written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

### CONSULTANT:

1) Vendor # 33897 LEARNING POINT ASSOCIATES 1120 E. DIEHL, STE. 200 NAPERVILLE, IL 60563 Carol McElvain 630-649-6500 2) Vendor # 68309 CHILDREN'S AID SOCIETY, THE 105 EAST 22ND STREET NEW YORK, NY 10010 Jane Quinn 212-949-4951

### USER:

Office of Extended Learning Opportunities 125 S Clark Chicago, IL 60603

Contact: Adeline Ray Phone: 773-553-1766

### **ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 06-1220-PR14 as amended by 07-0627-PR23) in the aggregate amount of \$750,000 were for a term commencing January 8, 2007 and ending June 30, 2009, with the Board having two (2) options to extend for one year each. The agreements with Miltennium Consulting, LLC and Strategic Alternatives, LLC are not being renewed. Board Report 09-0624-PR28 authorized the option to renew the agreement with Learning Point Associates and enter into an agreement with Children's Aid Society in the aggregate amount of \$140,000 for a term commencing July 1, 2009 and ending on June 30, 2010 and authorizing one option to renew for a one year period.

### **OPTION PERIOD:**

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

### **OPTION PERIODS REMAINING:**

There are no option periods remaining.

#### SCOPE OF SERVICES:

Consultants will provide consulting services and technical assistance to schools participating in the Community Schools Initiative.

### **DELIVERABLES:**

Consultants will continue to provide the following consulting services and technical assistance to schools participating in the Community Schools Initiative:

Task 1: Meet with CPS Office of Extended Learning Opportunities (OELO) staff to develop technical assistance plans and monitor needs of the Community Schools Initiative and selected sites.

Task 2: Plan and convene training sessions for Community School teams according to the plan in conjunction with CPS OELO staff. The training sessions are currently planned throughout the school year for all Community School programs and will be developed in a format collaboratively with CPS OELO to bring needed resources, best practices, professional development topics, and networking opportunities for the programs. As the programs complete each school year, the CPS OELO staff will review evaluation and technical assistance findings and modify the format or timing of the training session as appropriate. The consultants will prepare a written evaluation and provide a summary to CPS OELO staff at the conclusion of the school year.

Task 3: Consultant will designate a staff member, when appropriate, who will attend all Community Schools Initiative professional development meetings and provide assistance, resource materials or professional development services as required by CPS OELO staff. The consultants will also provide meeting planning assistance, where requested by CPS OELO.

Task 4: All Community School sites will be eligible for on-site technical assistance. Each site requesting such assistance will select a Consultant as their technical assistance liaison. Consultants will provide consultation and resources to help them meet the vision of full service community schools, including

- 1. Attaining the goals of their approved Service Plans and the vision of full service community schools, including revising their Service Plans where necessary;
- 2. Forming a working relationship with their community partners, including assistance with determination of appropriate partners, where necessary;
- 3. Understanding the goals of the Community Schools Initiative;
- 4. Working with their Community School Advisory Committee;
- 5. Linking Community School activities with other school or community programs in a comprehensive, integrated manner designed to promote learning and foster the establishment of full-service schools; and

6. Planning any programming modifications necessary and plan for summer programming

Task 5: Consultants will assist CPS OELO staff with the writing and development of success stones reflecting CPS OELO work with its schools. Toward the conclusion of the school year, the Consultants will meet with CPS OELO staff to determine the continued needs of the programs and the successes and challenges of the technical assistance services toward planning for the following school year.

### OUTCOMES:

Consultants' services shall result in each school creating student performance targets and strategies which will contribute to the evaluation design. Also, Consultants' services will bring together the academic and social support to ensure that all students succeed by offering challenging and efficient programs.

### COMPENSATION:

Consultants shall be paid upon invoicing, upon receipt of deliverables as identified in each agreement; the total compensation for all Consultants not to exceed \$387,100.00.

### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreements. Authorize the President and Secretary to execute the renewal agreements. Authorize the Officer of the Office of Extended Learning Opportunities to execute all ancillary documents required to administer or effectuate the renewal agreements.

### **AFFIRMATIVE ACTION:**

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

### LSC REVIEW:

Local School Council approval is not applicable to this report.

### FINANCIAL:

Charge to Office of Extended Learning Opportunities: \$387,100.00 11390-324-54125-390008-442122-2011 \$88,200 11390-324-54125-390008-442123-2011 \$88,200 11390-324-54125-390008-442124-2011 \$122,500 11390-324-54125-390008-499967-2011 \$88,200 Source of Funds: ISBE/21st Century Grant

CFDA#: Not Applicable

#### **GENERAL CONDITIONS**

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

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

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

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

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

### 10-0526-PR20

APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH VARIOUS EXTERNAL PARTNERS TO PROVIDE OUT-OF-SCHOOL TIME PROGRAMS AND SERVICES TO STUDENTS AND THEIR FAMILIES IN THE CHICAGO PUBLIC SCHOOLS COMMUNITY SCHOOLS INITIATIVE

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreements with various not-for-profit organizations and agencies to provide out-of- school time programs and services to students and their families in the Chicago Public Schools Community Schools Initiative (CSI) at a cost not to exceed \$12,000,000 in the aggregate. Written documents exercising the option are currently being negotiated. No payment shall be made to any Partner for services provided during the option period prior to execution of such Partner's written document. The authority granted herein shall automatically rescind as to each Partner in the event a written renewal document for such Partner is not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

Specification Number: 08-250036

### USER:

Office of Extended Learning Opportunities 125 S Clark Chicago, IL 60603

Contact : Phone: Adeline Ray 773-553-1447

### **ORIGINAL AGREEMENT**

The original agreements (authorized by Board Report 09-0225-PR9) in the aggregate amount of \$20,000,000 are for a term commencing March 2, 2009 and ending June 30, 2010 with the Board having 2 options to renew for periods of one year each. The original agreements were awarded on a competitive basis pursuant to Board Rule 5-4.1.

### **OPTION PERIOD:**

The term of each agreement is being extended for 1 year commencing July 1, 2010 and ending June 30, 2011.

### **OPTION PERIODS REMAINING:**

There is 1 option period for 1 year remaining.

#### SCOPE OF SERVICES:

Partners shall work with the school(s) to fulfill the goals of the CPS Community Schools Initiative, including the following: (1) Improve the physical, social and emotional well-being of participating students and their families and (2) Improve student academic development and performance. To accomplish these goals, the school(s) and Partners shall provide a safe, supervised environment within the school building for out-of-school educational, cultural, and recreational activities tailored to meet the needs of the students and their families. The opportunities provided must: focus on improved academic achievement in reading and mathematics; help students meet the Illinois Learning Standards and locally developed standards in core subject areas; and complement the regular academic program of the students who participate in the program. Eligible students and their families shall also be able to choose from a variety of recreational, cultural, and enrichment activities that provide opportunities to explore and develop sxills, talents, and hobbies.

Specific Partner Services: Partners shall continue to provide the following services and programs. A. Programs and services for a minimum of 75 students, their families and the community, and a minimum of 12 out-of-school time hours per week for 39-44 weeks per year.

- B. Establish and maintain an advisory group (which shall include teachers, parents, principal, community members, and the external partner) that shall have the primary responsibility for program guidance.
- C. Coordinate activities and manage the operation and resource allocation in collaboration with the partner School, as well as the oversight provided by the Senior Manager-Community Schools Initiative (Board's Program Officer).
- D. Manage and oversee the day-to-day out-of-school time activities and Community School (CS) events at each school.
- E. Provide or secure the activities and events specified in the Scope of Services in accordance with the CS program guidelines established by the Board's Program Officer.
- F. Maintain regular communications with the Board's Program Officer regarding Community School management, activities and progress.
- G. Meet with the Board's Program Officer as requested to review program progress and deficiencies.
- H. Prepare and submit to the Board's Program Officer (schedule to be determined) the following information, and such other items as reasonably requested by the Board's Program Officer including, but not limited to: 1. Weekly attendance for every CSI (Community Schools Initiative) activity/event via the Office of Extended Learning (OELO) online attendance reporting system2. Mid-year outcomes summary and progress report toward meeting the anticipated measures of activities/events listed in the Scope of Services.3. Year-end analysis of overall outcomes achieved for all activities/events listed in the Scope of Services
- I. Participate in all evaluation activities associated with the CPS Community Schools Initiative (e.g surveys, interviews, etc.)
- J. Participate in all professional development activities associated with the CPS Community Schools Initiative

### **DELIVERABLES:**

Each Partner shall continue to provide to the Office of Extended Learning Opportunities a Service Plan (Proposal) for the option period detailing the deliverables that such Partner shall provide. Such Proposal must be signed and approved by The Office of Extended Learning Opportunities, by each assigned school principal, and by the Partner. Deliverables shall vary according to each Partner's Proposal. The Office of Extended Learning Opportunities shall monitor receipt of the deliverables.

### OUTCOMES:

Partners' services shall result in the following: improvement of the physical, social and emotional well-being of participating students and their families and improved student academic development and performance.

# COMPENSATION:

The aggregate amount to be paid to the Partners during this option period shall not exceed \$12,000,000.00. From time to time, the Chief Education Officer may reallocate funds among the Partners and change school assignments. Partners shall be paid as invoices are submitted and verified by the school.

### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written renewal documents. Authorize the President and Secretary to execute the renewal documents. Authorize the Chief Education Officer to change Partner School assignments and reallocate funds among the various Partners without additional Board authority as long as such reallocation does not cause compensation payable under this Board Report to exceed \$12,000,000.00 in the aggregate. Authorize the Chief Education Officer to execute all ancillary documents required to administer or effectuate these documents.

### **AFFIRMATIVE ACTION:**

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

### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### **FINANCIAL**

Charge to the Office of Extended Learning Opportunities: \$12,000,000.00 11390-324-54125-390008-442123-2011 \$1,000,000.00 11390-324-54125-390008-442124-2011 \$2,000,000.00 11390-332-54125-390011-XXXXXXX-2011 \$9,000,000.00 Source of Funds: ISBE/21st Century Grant and Title One

CFDA#: Not Applicable

### **GENERAL CONDITIONS:**

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

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

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

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

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

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- 1) Vendor # 47733 AMERICA SCORES CHICAGO 222 S. MORGAN ST., STE 4C CHICAGO, IL 60607 Amy Vondra Stark 312-666-0496
- Vendor # 25624
   CHILDREN'S HOME & AID SOCIETY OF ILLINOIS
   125 S. WACKER, 14TH FLOOR
   CHICAGO, IL 60606-4475
   Anya Wiley
   312-424-6828
- 3) Vendor # 74997 COLUMBIA COLLEGE CHICAGO 600 S MICHIGAN AVE CHICAGO, IL 60605 April Langworthy 312-369-8853
- 4) Vendor # 48890 FAMILY FOCUS, INC. 310 S. PEORIA ST., SUITE 301 CHICAGO, IL 60607 Kim Kelley 312-421-5200
- 5) Vendor # 47297 HULL HOUSE ASSOCIATION 1030 W. VAN BUREN CHICAGO, IL 60607 Phyllis Offord 312-421-5200
- 6) Vendor # 46701
  METROPOLITAN FAMILY SERVICES 7
  1 NORTH DEARBORN-10TH FLR.
  CHICAGO, IL 60602
  Michelle Scheidt
  312-986-4000

- 7) Vendor # 32189
  URBAN GATEWAYS
  205 WEST RANDOLPH ST., SUITE 1700
  CHICAGO, IL 60606-1814
  Scott Boscapomi
  312-922-0440
- 8) Vendor # 35504 WEST TOWN LEADERSHIP UNITED 1116 N. KEDZIE CHICAGO, IL 60651 Idida Perez 773-394-7484
- 9) Vendor # 11060 YOUTH GUIDANCE 122 SOUTH MICHIGAN AVE., STE 1510 CHICAGO, IL 60603 Michelle Morrison 312-253-4900
- 10) Vendor # 30499 YMCA OF METROPOLITAN CHICAGO 3 801 N. DEARBORN CHICAGO, IL 60610 Sharon Covey 312-932-1212
- 11) Vendor # 39142
  BRIGHTON PARK NEIGHBORHOOD
  COUNCIL
  4477 S. ARCHER AVE.
  CHICAGO, IL 60632
  Patrick Brosnan
  773-523-7110
- 12) Vendor # 13156 CHICAGO YOUTH CENTERS 218 SOUTH WABASH AVE CHICAGO, IL 60604 William Hansen 312-787-8748

- 13) Vendor # 24485 BETHEL NEW LIFE, INC. 4950 W. THOMAS CHICAGO, IL 60651 Mildred Wiley 773-473-7870
- 14) Vendor # 45510 ENLACE CHICAGO 2756 S. HARDING AVE CHICAGO, IL 60623 Andrea Cirillo 773-542-9233
- 15) Vendor # 31736 CHICAGO ARTS PARTNERSHIPS IN EDUCATION 203 NORTH WABASH #1720 CHICAGO, IL 60601 Amy Rasmussen 312-870-6140
- 16) Vendor # 44062
  INNER CITY TEACHING CORPS
  300 NORTH ELIZABETH STREET, SUITE
  300C
  CHICAGO, IL 60607
  Claire Hartfield
  312-491-9100
- 17) Vendor # 26509 CASA CENTRALSOCIAL SERVICES CORPORATION 1343 N. CALIFORNIA CHICAGO, IL 60622 Ann Alvarez 773-645-2300
- 18) Vendor # 05780 ERIE ELEMENTARY CHARTER SCHOOL 1347 WEST ERIE STREET CHICAGO, IL 60622 Ricardo Estrada 312-432-2245

- 19) Vendor # 26500 ILLINOIS INSTITUTE OF TECHNOLOGY 3300 S. FEDERAL CHICAGO, IL 60616 Reggie Jones 312-567-3321
- 20) Vendor # 41418
  INSTITUTE OF POSITIVE EDUCATION
  7825 SOUTH ELLIS AVE
  CHICAGO, IL 60619
  Anthony Daniels-Halisi
  773-651-2425
- 21) Vendor # 24486 LOGAN SQUARE NEIGHBORHOOD ASSN 2840 N. MILWAUKEE AVENUE CHICAGO, IL 60618 Nancy Aardema 773-384-4370
- 22) Vendor # 45161
  MEXICAN FINE ARTS MUSEUM
  1852 W. 19TH STREET
  CHICAGO, IL 60608
  Carlos Tortolero
  312-738-1503
- 23) Vendor # 34171 SGA YOUTH & FAMILY SERVICES 11 EAST ADAMS SUITE 1500 CHICAGO, IL 60603 Martha Guerrero 312-447-4364
- Vendor # 24075 United Neighborhood Organization 954 W. WASHINGTON CHICAGO, IL 60607 Juan Rangel 773-731-1742
- 25) Vendor # 33123 UNIVERSITY OF CHICAGO 1313 EAST 60TH STREET. CHICAGO, IL 60637 Timothy Knowles 312-702-2797
- 26) Vendor # 42703
  80YS & GIRLS CLUBS OF CHICAGO 1
  550 W. VAN BUREN ST., SUITE 350
  CHICAGO, IL 60607
  April Janney
  773-277-8554
- 27) Vendor # 23091
  CHICAGO CHARTER SCHOOL
  FOUNDATION DBA CHICAGO INT'L
  CHARTER SCHOOL
  228 S WABASH ST... #500
  CHICAGO, IL 60604
  Elizabeth Purvis
  312-455-7890

# AMEND BOARD REPORT 09-0527-PR32 APPROVE ENTERING INTO AN AGREEMENT WITH ACCURATE BIOMETRICS FOR FINGERPRINTING SERVICES

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

Approve entering into an agreement with Accurate Biometrics to provide fingerprinting services to the Department of Human Resources at a cost not to exceed \$855,000 \$1,300,000,00. Consultant was selected on a competitive basis pursuant to Board Rule 5-4.1. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to change the dollar amount from \$650,000.00 to \$1,300,000.00. The dollar amount should have originally been \$650,000.00 per year for a total of \$1,300,000.00 for the initial two year agreement. A written amendment to this agreement is required. No payment above the original authorized amount shall be made prior to execution of the written amendment. The authority granted herein shall automatically rescind in the event that the amendment is not executed within 90 days of the gate of this amended Board Report.

#### VENDOR:

1) Vendor # 98972 ACCURATE BIOMETRICS, INC 4849 N. MILWAUKEE AVE., STE 101 CHICAGO, IL 60630 Jim Critchfield 312-932-9999

#### USER:

Office of Human Capital 125 South Clark Street Chicago, IL 60603

Contact : Phone: Veenu Verma 773-553-6723

# TERM:

The term of this agreement shall commence on July 1, 2009 and shall end June 30, 2011. This agreement shall have one option to renew for a period of twelve months.

# **EARLY TERMINATION RIGHT:**

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

# SCOPE OF SERVICES:

Consultant shall provide the following services:

I. Human Resources' Fingerprinting Process which shall include:

Electronic transmission of fingerprints to the Illinois State Police (ISP) and the Federal Bureau of Investigations (FBI) within twenty-four (24) hours of an individual's fingerprints having been taken

Archive fingerprinting and all related records for twelve (12) months for each person fingerprinted.

Provide 24 hours/day and 7 day/week management staff to resolve critical issues including, but not limited, to providing round the clock support and accessibility toward resolving and all critical fingerprinting issues; to act as a liaison between ISP and FBI, to advocate for any delay or outstanding prints; and provide monthly written reports in such form and format as shall be designated by the Board pertaining to the number of persons fingerprinted and submitted and the results thereof.

Repeat the performance of any fingerprinting service(s) at no cost to the Board in any and all instances in which ISP or FBI cannot read or interpret the result(s) of the fingerprinting and/or in which the results are inconclusive.

II. Vendor Management's Fingerprinting Process which shall include:

Fingerprinting of employees of Vendors of the Board (Board Vendor).

Such Board Vendor shall send employees to Consultant's site to be fingerprinted. Fingerprint results shall be sent from ISP/FBI to Consultant, using the Board's third ORI number.

Upon written request form ISP, Consultant shall provide to ISP a detailed report outlining each FBI outsourcing requirement that applies to them and provide a corresponding statement explaining how the Consultant has met the requirements.

Consultant shall notify the Board Vendor whether employee is cleared to work and shall also notify the Board's Department of Procurement and Contracts (PC) Vendor Management Office and any other appropriate Board office, as directed.

#### **DELIVERABLES:**

Consultant will provide the following deliverables:

Provide Live-Scan Machines. The equipment must be certified and/or licensed with the State of Illinois as required by the State of Illinois Police Department. Provide fully trained staff having all certifications required by the ISP or FBI and on Live-Scan Machines and provide documented proof of training and certification to the Board in such format as requested by the Board. Service of equipment must be provided by an authorized certified technician.

Provide the Board with the number of fingerprints, sorted by Originating Agency Identification Number (ORI) and category, processed each month to be billed monthly.

Consultant shall send a monthly report to PC, listing all Board Vendor employees who were fingerprinted in order to provide services to the Board, along with cleared/denied statuses and Board Vendor company names.

#### OUTCOMES:

Consultant's services will result in the Board receiving a complete fingerprinting process which will allow the Board to obtain criminal background checks to provide an effective and innovative pre-employment and vendor screening process.

#### **COMPENSATION:**

Consultant shall be paid as set forth in the agreement; total not to exceed the sum of \$050,000 \$1.300.000.00.

#### REIMBURSABLE EXPENSES:

None.

### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the Chief Human Resources 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 Minonty and Women Owned Business Participation in Goods and Services Contracts. The M/WBE goals for this agreement are: 25% total MBE and 5% total WBE participation.

The vendor has scheduled the following firms:

# Total MBE - 25%

Anchor Enterprise, Inc. (AA) 5139 South University Avenue Chicago, Illinois 60615 Contact: Violet Clark

Omotosho & Associates, LLC (AA) 1525 East 53rd Street, Suite 620 Chicago, Illinois 60615 Contact: Akin Omotosho

### Total WBE - 5%

Golden Press Printing, Inc. 5940 North Milwaukee Avenue Chicago, Illinois 60646 Contact: Alberto Co

Tribune Products Company 5719 West Howard Street Niles, Illinois 60714 Contact: Cindy Day

# LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to the Department of Human Resources: \$850,000 \$1,300,000.00

Funds: General Funds

11070-115-54125-264203-000000-2010

\$650,000.00

11070-115-54125-264203-000000-2011

\$650,000.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-PR22

# **WITHDRAWN**

# APPROVE ENTERING INTO AN AGREEMENT WITH NEW TEACHER CENTER (NTC) FOR CONSULTING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with New Teacher Center to provide consulting services to the Office of Human Capital at a cost not to exceed \$6,748,000.00. Consultant was selected on a non-competitive basis because consultant is the only provider of comprehensive support for new teacher induction in the State of Illinois and consultant has worked with the Board on this initiative since 2006. A written agreement for consultant's services is currently being negotiated. No services shall be provided by consultant and no payment shall be made to consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below

# VENDOR:

1) Vendor # 97832 NEW TEACHER CENTER-NTC 725 FRONT STREET, STE 400 SANTA CRUZ, CA 95060 Scott Ellis 831-459-5815

#### USER:

CW Office of Human Resources - Operations 125 S Clark St - 2nd Floor Chicago, IL 60603

Contact : Phone:

Sheri Frost-Leo 773-553-4252

#### TERM

The term of this agreement shall commence on the date the agreement is signed and shall end June 30, 2011. This agreement shall have two (2) options to renew; each for a period of one (1) year.

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

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

#### SCOPE OF SERVICES:

Consultant will serve 750 new-to-the-profession beginning teachers identified by CPS, subject to adequate funding on a per-teacher basis. Consultant will not support teachers whose induction needs are met through agreements with other institutions. Consultant will 1) plan and facilitate a series of two-day New Teacher Summer Academies for all first-year teachers (new to the profession); 2) hire, Irain, and deploy new teachers inductions coaches to provide one-on-one, face-to-face support for all eligible teachers, provided at least once every 3 weeks; 3) design and host professional development workshops and an online community for new teachers; and 4) manage the district-wide new teacher induction program data, personnel, and communications in partnership with CPS.

#### **DELIVERABLES:**

Consultant shall:

Facilitate up to 4 two-day Academies in August, with a goal of 50 attendees each; Facilitate 2 make-up sessions if needed (September and/or January); Customize existing facilitator guides, handouts and materials in response to district needs; Facilitate online orientation to the Collaborative Learning Environment (CLE); and Provide consultation from NTC leadership staff to CPS in planning, implementation, evaluating and communicating the NTSA.

# Full-Release Coaching

Hire and staff full-time coaches at a ratio of 1 coach to every 18 new teachers, up to a maximum of 750 new teachers, in time to provide support to teachers in multi-track and Track E Schools; Provide at least 1 face-to-face coaching interaction every 3 weeks to support teacher growth and development according to the CPS Framework for Teaching;

- -Engage in the process of goal-setting, mid-year-review and end-of-year review;
- -Analyze student work twice per year;
- -Formally observe teacher practice twice per year;

Supply NTC teacher padfolios to each new teacher for structuring and documenting the work, Regularly document interactions in the CNTC Coaching Log Database and report to CPS quarterly on findings; and

Manage the deployment of coaches and develop a system to manage their performance.

#### New teacher Professional Development

Design, plan, host monthly networking meetings at the Area or regional level :

Design, plan, host monthly study groups at the Area or regional level customized to address needs identified by coaches' fieldwork; and

Host and facilitate a structured online community of practice and develop custom online components of the proprietary NTC Collaborative Learning Environment.

# Project Management and Data Support

Manage and customize the CNTC Coaching Log Database to incorporate CPS-specific data fields including Employee ID and unit number;

Engage in regular data-sharing with CPS at the Area and program level;

Administer the NTC Survey to all teachers, principals and coaches and share analysis with CPS, and Provide consultation to CPS in planning, implementing, evaluating, and communicating the induction coaching model and beginning teacher professional development.

# **OUTCOMES:**

Consultant's services will result in first-year teachers' self-reported preparedness for the beginning of school, increased new teacher completion rates for the 2010-11 school year at both school and district level, improved retention rates of new teachers from one school year to the next, and reports from new teachers that they feel adequately supported:

<u>Preparedness for the School Year</u>: 85% of New Teacher Summer Academy attendees report that they feel more prepared and confident for the start of the school year after attending NTSA; <u>New Teacher Completion</u>: 95% of first-and second-year teachers remain at their schools where they began teaching;

New Teachers School-Level Retention: 65% of first-and second-year teachers remain at their school from SY2010-11 to SY2011-12; and

New Teachers Perceptions of Support: 80% of first-and second-year teachers report feeling adequately supported by the program, using a standard survey

#### COMPENSATION:

Consultant shall be paid as follows:

# 1) New Teacher Summer Academy - not to exceed \$60,000.00

Consultant will be paid \$300.00 for each new-to-the-profession teacher who signs up for the New Teachers Summer Academy, up to a maximum of 200 teachers. Payment for the first 100 registered attendees will be made in July, at least one week before each two-day New Teacher Summer Academy session. Payment for attendees beyond the first one hundred will be made upon receipt of verification of their attendance.

#### 2) Coach costs - not to exceed \$4,888,000.00

For every 18 new teachers identified by CPS, consultant will hire one coach and bill CPS for the actual salary, benefits, and technology costs associated with this person, not to exceed an average per-coach cost of \$104,000.00. After 28 coaches (and four lead coaches) are hired, consultant will hire one lead coach every 12 additional coaches hired, not to exceed an average per-coach cost of \$104,000.00. Coaches hired will not exceed 47 and new teachers supported will not exceed 750. Payment for coach costs will be made in four quarterly upfront installments upon verification of final, salary, benefits, and technology coats per coach. Payment will be prorated by quarter for coaches hired after the first academic quarter.

#### 3) Overhead and project management- not to exceed \$1,800,000.00

Consultant will be paid \$450,000.00 for fixed overhead and project management costs associated with hiring, training, deploying coaches and management of data. In addition, consultant will be paid \$1,800.00 per new teacher identified by CPS for incremental management costs incurred, not to exceed 750 new teachers. Quarterly payments of \$112,500.00 plus \$450.00 per teachers will be made to consultant, with quarterly proration for newly identified teachers and those who resign mid-year.

#### 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 of Human Capital Officer to execute all ancillary documents required to administer or effectuate this agreement.

# **AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE goal provisions of the Program do not apply to those transactions where the vendor providing services operates as a Not-for-Profit organization.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to the Office Human Capital: \$6,748,000.00

Fiscal Year: 2011

11070-Xxx-54125-221311-Xxxxxx-2011

\$6,748,000.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

Board Report 10-0526-PR22 was withdrawn.

# 10-0526-PR23

# APPROVE ENTERING INTO AN AGREEMENT WITH SCHOOLWORKS FOR CONSULTING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with SchoolWorks to provide consulting services to the Office of New Schools at a cost not to exceed \$420,000.00. Consultant was selected on a competitive basis pursuant to Board Rule 7-2 through a duly advertised Request for Proposals (Specification #10-250011). A written agreement for consultant's services is currently being negotiated. No services shall be provided by

consultant and no payment shall be made to consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number :

10-250011

Contract Administrator: Gilbert Rabin / 773-553-2297

VENDOR:

1) Vendor # 80634 SCHOOL WORKS, LLC 100 CUMMINGS CTR. STE 236C BEVERLY, MA 01915 Ledyard Mcfadden 978-921-1674

# USER:

New Schools 125 South Clark Street - 5th Floor Chicago, IL 60603

Contact :

Jennifer Dai/Elizabeth Heaton

Phone: 773-553-1530

#### TERM

The term of this agreement shall commence on July 1, 2010 and shall end June 30, 2012. This agreement shall have two (2) options to renew, each for a period of one (1) year.

# **EARLY TERMINATION RIGHT:**

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

#### SCOPE OF SERVICES:

During the term of this agreement SchoolWorks will:

Complete an evaluative review of the 2009-2010 Office of New Schools charter renewal process

- Provide technical assistance to develop a differentiated charter renewal process based on a school's past academic and operational performance and implement the revocation process.
- Provide technical assistance to refine the charter renewal application and evaluation process for the 2010-2011 school year based on discussions regarding a differentiated renewal process.
- Provide training to the Office of New Schools staff on site-visit criteria and best practices.
- Facilitate site visits for the 2010-2011 charter renewals, with each site visit led by two SchoolWorks staff members.
- Provide technical assistance in the refinement of a mid-term review, aligning the evaluated principles with the 5-year evaluation to ensure a transparent and comprehensive accountability system.
- Conduct site visits for the 2010-2011 mid-term review, with each visit led by two SchoolWorks staff members.
- Develop and revise site visit protocol for the Office of New Schools selection process for RFP applicants, leading to a more streamlined review process.
- Facilitate visits for the selection cycle between April and September 2010, with each visit led by two SchoolWorks staff members. SchoolWorks will handle all communications with the schools regarding the purpose of the visit, scheduling, and report review and delivery.
- Plan and provide assistance in the analysis of data collected during site visits for RFP applicants

# DELIVERABLES:

During the term of this agreement SchoolWorks will:

- Provide site visit training for the Office of new Schools Staff.
- Provide training tools and materials to help staff implement site visit best practices.
- Submit written reports to the Office of New Schools outlining the findings for each charter school visited during the RFP selection process and 2010-2011 charter renewal process within one month of each site visit.
- Collaborate with the Office of New Schools in developing a differentiated renewal process for high performance charter schools and implementing a revocation procedure into the renewal process.
- Collaborate with the Office of New Schools in refining the protocol and site visit tool for the mid-term review process.
- Refine the new school recruitment and selection criteria for RFP site visits in the form of a revised protocol document.
- Facilitate meetings to analyze potential new and turnaround schools criteria.

# **OUTCOMES:**

SchoolWorks' services will result in:

The completion of the 2010-2011 charter renewal process.

The completion of the 2010-2011 mid-term review process.

Increased alignment of the Office of New Schools accountability structure, from school selection, to mid-term review, to renewal and revocation.

Differentiated charter renewal process established.

Increased accountability of charter and contract school with the addition of a mid-term review.

The completion of the new schools selection processes.

#### COMPENSATION:

Consultant shall be paid during the term of this agreement upon invoicing, as specified in the contract; total compensation for the term of this agreement not to exceed the sum of \$420,000.00.

#### REIMBURSABLE EXPENSES:

None

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the written agreement. Authorize the Acting Executive Officer of the Office of New Schools to execute all ancillary documents required to administer or effectuate this written 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 are: 25% for MBE participation and 10% for WBE participation. The Vendor has scheduled the following:

Total MBE - 25%

Kendra Ferguson (AA)966 Bridge RoadSan Leandro, CA 94577 Muriel Leonard (AA)22 Meadowbank Ave.Boston, MA 02126 Ingrid Carney (AA)114 East 32nd StreetChicago, IL 60616 Total WBE - 10% Piel Hollingsworth101 Audubon RoadMilton, MA 02186

Piel Hollingsworth101 Audubon RoadMilton, MA 02186 Susan JambackP.O. Box 1373Grantham, NH 03753 Katherine Grave Maycock556 Tremont Street, #4Boston, MA 02118 Nancy Clair3636 Webster StreetSan Francisco, CA 94123

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

13610-115-54125-264216-000000-Fy11

\$74,250.00

13610-115-54125-262301-000000-Fy11

\$345,750.00

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 personnencessary to conduct those investigations.

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

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

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

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

# 10-0526-PR24

# APPROVE PAYMENT TO THE CITY OF CHICAGO FOR EMERGENCY SOFTWARE MAINTENANCE TO REPAIR REMOTE ACCESS TO SECURITY CAMERAS

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve payment to the City of Chicago for emergency software maintenance to be performed by RMS to repair remote access to security cameras in schools, in an amount not to exceed \$45,000

VENDOR:

City of Chicago 121 N. Lasalle Street Chicago, Illinois 312-744-5000 **USER:** Office of School Safety and Security 125 S. Clark St., 15<sup>th</sup> floor

Chicago, IL 60603 Michael D. Shields 773-553-3030 **SCOPE OF SERVICES:** The City of Chicago will pay RMS to provide emergency software maintenance to the remote access system which allows the Chicago Police Department and the Office of Emergency Management and Communications to remotely view the Board's security cameras located in various schools throughout the district.

**OUTCOMES:** The Chicago Police Department and the Office of Emergency Management and Communications shall have continued remote access to the Board's security cameras in various schools throughout the district.

**COMPENSATION:** The City of Chicago shall be paid its actual costs incurred for the emergency maintenance; total compensation shall not exceed \$45,000.

**AFFIRMATIVE ACTION: Exempt** 

FINANCIAL: Charge to Office of School Safety and Security: \$45,000 FY 10 Budget Classification: 10610-210-54125-254605-00000-2010

# 10-0526-PR25

# AUTHORIZE PLACEMENT OF THE BOARD'S EXCESS LIABILITY AND PROPERTY INSURANCE PROGRAMS THROUGH MESIROW INSURANCE SERVICES, INC.

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize Mesirow Insurance Services, Inc. to place the following insurance policies on behalf of the Board for liability and property insurance programs in the aggregate amount not to exceed \$4,210,000.00 for a 12 month period. These placements will be arranged through Mesirow Insurance Services, Inc. (Mesirow), selected on a competitive basis pursuant to Board Rule 5-4.1 (Specification No. 05-250055). The policies of coverage constitute the contract between the Board and insurance carriers.

Specification No. 05-250055 Contract Administrator: Demetra Knowles (773) 553-3256

Excess Liability Insurance Carriers	
Allied World Assurance Company	4. Crum & Forster Insurance Company
225 Franklin Street	305 Madison Avenue
Boston, MA 02110	Morristown NJ 07962
Lexington Insurance Company     200 State, 4 <sup>th</sup> Boston MA 02110	ACE/Illinois Union Insurance Company     Suite 400     525 W. Monroe     Chicago, IL 60661
Great American Insurance Company     P.O. Box 2575     Cincinnati, OH 45202	
Property Insurance Carriers	
Lexington Insurance Company     200 State, 4 <sup>th</sup> Boston MA 02110	Great American Co. of New York     580 Walnut Street, 12 <sup>th</sup> Floor     Cincinnati, OH 45202
2. Ironshore Inc.	6. ACE/Illinois Union Insurance Company
One State Street 7th Floor	Suite 400
New York, NY 10004	525 W. Monroe
	Chicago, IL 60661
3. Allied World Assurance Company (AWAC)	7. Torus Specialty Insurance Company
225 Franklin Street	190 S. LaSalle Street
Boston, MA 02110	Chicago IL 60603
4. Hiscox P.O. Box 550, Geneva, IL 60134	
Terrorism	
1. Hiscox P.O. Box 550, Geneva, IL 60134	
Mechanical Breakdown Insurance Carriers	
Federal Insurance Company	<del></del>
15 Mountain View Road	
Warren, NJ 07059	
Crime Insurance Carriers	
Great American Co. of New York	3. Travelers Casualty & Surety Co. of America
580 Walnut Street, 12th Floor	One Tower Square
Cincinnati, OH 45202	Hartford CT 06183
2. Fidelity & Deposit Insurance Company	
P.O. Box 1227	
Baltimore MD 21203	

Special Event Liability Insurance	
K& K Insurance     National Casualty Insurance Company     8877 North Gainey Center Drive     Scottsdale, AZ 85258-2108	

Fiduciary Liability Insurance	
ULLICO/Hudson Insurance Company	
17 State Street, 29th Floor	
New Your, NY 10004	
Excess Workers' Compensation	
1. Chartis	
National Union Fire Insurance Company of	
Pittsburgh PA	
300 S. Aiverside – 21st Floor	
Chicago IL 60606	

# **INSURANCE BROKER:**

Mesirow Insurance Services, Inc. 353 N. Clark Chicago, Illinois 60654 Michael Mackey, Senior Managing Director (312) 595-7900 Vendor# 84715

# USER:

School Financial Services
125 South Clark Street-14<sup>th</sup> Floor
Diana S. Ferguson, Chief Financial Officer
(773) 553-2700
Daryl Okrzesik, Controller
(773) 553-2727

**TERM:** The term of each excess liability, property, mechanical breakdown, crime, special events, terrorism, workers' compensation, and fiduciary liability policies shall commence on July 1, 2010 and shall end June 30, 2011.

# **DESCRIPTION OF POLICIES:**

The excess liability coverage is provided on an occurrence basis subject to the following limits and retention. The aggregate insured value of the Board's property is in excess of \$22 billion on a replacement cost basis. The coverage is provided on an occurrence basis subject to the following limits, retentions, and deductibles.

Coverage	Description	Limits	Retention or Deductible	Not to Exceed
Excess Liability	Wrongful acts, personal injury, property damage liability, school board legal, automobile, employment practices, employee benefit, harassment, sexual abuse and professional liability. Includes TRIA and Surplus Lines tax.	\$75,000,000	\$5,000,000 Self Insured Retention (SIR)	\$1,650,000
Special Events	Liability for events held off Board premises. Limits Boards liability to insurance requirements in facilities usage contracts.	\$1,000,000 per event, \$5,000,000 if required by contract.	No deductible	\$25,000
Terrorism	Replacement cost property coverage for acts of sabotage and terrorism previously included in property policy. Separation of coverage allows for broader coverage including domestic acts of terrorism and limited liability coverage.	\$15 million	\$500,000 SIR	\$120,000
Property	Replacement cost property coverage for values in excess of \$22 billion, including but not limited to property under construction.	\$250,000,000	\$500,000 SIR	\$1,800,000
Mechanical Breakdown	Coverage for sudden and accidental breakdown of boilers, machinery and electrical equipment.	\$100,000,000	\$50,000 SIR	\$125,000
Crime	Blanket coverage including but not limited to fidelity.	\$50,000,000	\$500,000 SIR	\$145,000

Fiduciary Liabliity	Coverage for liability and wrongful acts of employees and administrators of deferred compensation plans.	\$10,000,000	No deductible	\$95,000
Excess Workers' Compensation	Catastrophic coverage limits any one event to \$5,000,000	Statutory	\$5,000,000	\$250,000

**PREMIUM:** All premium payments will be made through Mesirow for payment to the appropriate insurance carriers based on premiums reported to the Bureau of Risk Management. Allowable premiums are outlined above and may be subject to change in the event of a change in rates, property values or coverage specifications. Any premium change that causes the premium to exceed the maximum amounts stated above shall require additional Board authority.

**AUTHORIZATION:** Authorize the Controller to execute all ancillary documents required to administer or effectuate the policies.

**AFFIRMATIVE ACTION:** Pursuant to section 3.7 of the M/WBE Plan, this transaction is excluded from M/WBE review because this vendor is merely a conduit of funds and receives no payments under this transaction.

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

#### FINANCIAL:

Charge to Bureau of Risk Management: \$1,770,000 Fiscal Year: 2011

Budget Classification: 12470-210-54530-0000-231114-000

Liability Insurance

Charge to Bureau of Risk Management: \$2,190,000 Fiscal Year: 2011

Budget Classification: 12470-210-54530-0000-231115-000

Property, Mechanical Breakdown and Crime Insurance

Charge to Bureau of Risk Management: \$250,000 Fiscal Year: 2011

Budget Classification: 12470-210-57605-0000-119004-000

Excess Workers' Compensation

### **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-PR26

# AMEND BOARD REPORT 09-0826-PR33 APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH THE UNIVERSITY OF CHICAGO FOR CONSULTING SERVICES PROVIDED BY THE CHAPIN HALL CENTER FOR CHILDREN

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with The University of Chicago for consulting services provided by the Chapin Hall Center for Children to the Office of Specialized Services. Department of Coordinated School Health at a cost not to exceed \$174,867.91. A written renewal document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written renewal document. The authority granted herein shall automatically rescind in the event a written renewal document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This amended Board Report is necessary to do the following: 1) add one budget classification to conduct a mandatory evaluation of the Elementary and Secondary School Counseling Program (ESSC) as directed by the Federal Project Officer; 2) decrease the amount of compensation in one budget classification; 3) update Scope of Services; and 4) update Deliverables. No written amendment to the renewal document is required.

CONSULTANT: The University of Chicago

Chapin Hall Center for Children

1313 East 60<sup>th</sup> Street Chicago, Illinois 60637 Phone: 773-753-5900 Contact: Camille Y. Turner

Vendor # 33123

USER: Office of Specialized Services

Chlcago Public Schools 125 S. Clark Street, 8<sup>th</sup> Floor Chicago, Illinois 60603 Phone: 773-553-1830 Contact: Kenneth Papineau

ORIGINAL AGREEMENT: The original Agreement (authorized by Board Report 07-1219-PR26) in the amount of \$157,500.00 is for a term commencing January 1, 2008 and ending August 31, 2008, with the Board having five (5) options to renew for periods of twelve (12) months each. Consultant was selected on a non-competitive basis because Consultant is identified as the evaluator in the CPS Safe Schools Healthy Students grant application. The first renewal Agreement (authorized by Board Report 08-0723-PR25) in the amount of \$161,269.74 is for a term commencing on September 2008 and ending August 31, 2009.

**OPTION PERIOD:** The term of this agreement is being extended for 12 months commencing September 1, 2009 and ending August 31, 2010.

**OPTION PERIODS REMAINING:** There are three (3) option periods of twelve (12) months each remaining.

SCOPE OF SERVICES: Consultant will continue to provide evaluation services to the Chicago Public Schools as part of the <u>Department of Education funded projects including</u>: Safe Schools/Healthy Students Initiative (SS/HS) and <u>Elementary and Secondary School Counseling Programs</u>. The evaluation services monitoring process objectives; (2) tracking program outcomes, including the federally required Government Performance and Results Act (GPRA) outcomes over the project period; (3) analyzing strategic planning with key partners using process and outcome information; and (4) collecting and analyzing baseline and outcome data. Four types of data will continue to be used in the evaluation (1) directly collected qualitative fieldwork and interview data; (2) program monitoring data collected by SS/HS staff; (3) school survey data from existing sources and sources collected by CPS/SS/HS and consultant staff over the course of the grant period; and (4) administrative data from public agencies. The evaluation will continue to assess targeted community implementation in specific schools with a more focused evaluation on students and schools in the South Shore community.

**DELIVERABLES:** Consultant will continue to <u>collect qualitative data</u> complete structured interviews with the all-Core Management Team Members, the Area 15 and Area 17 AlO, South Shore HS Campus Principals, and 6 of the 9 Elementary School principals in Area 17 to gather information on implementation strategies, as well as, document practices in ESSC Project. Consultant also will continue to do the following: develop and submit all research protocols; develop interview questionnaires and data sharing agreements to be submitted to The University of Chicago Institution Review Board (IRB) and to the CPS Research and Accountability Research Review Board (RRB); and consult on a system for ES/HS staff and community providers to record program monitoring data. In addition, Consultant will continue to submit written reports that detail progress and outcomes and a written report that includes baseline data analysis and completed interviews and analysis.

OUTCOMES: Consultant will continue to submit comprehensive written reports analyzing the process and outcome measures as described in the deliverables, resulting in improved quality and program implementation. Consultant will continue to provide an oral presentation to the Chicago Partnership members. As part of the presentation, Consultant will continue to share data and explain process observations that will improve the strength and impact of the Partnership.

**COMPENSATION:** Consultant shall be paid during this option period an amount not to exceed the sum of \$174,867.91. This sum includes the \$1,000.00 for reimbursement related to travel to the annual SS/HS national meeting. Payments to Consultant shall be detailed in the agreement.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written renewal document. Authorize the President and Secretary to execute the renewal document. Authorize the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate this renewal agreement.

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Contract Participation in Goods and Services contracts, M/WBE provisions do not apply to universities.

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

FINANCIAL:

Charge to Office of Specialized Services: 174,867.91 Fiscal Year: 2010

Budget Classification: 11675-358-54125-221025-509197\* \$174;86

Source of Funds: Safe Schools Healthy Students

\$174<del>,867</del>-91<u>\$132,367.91</u>

Budget Classification: 11675-324-54125-212013-501013 \$42,500.00

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

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

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

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

# 10-0526-PR27

# AMEND BOARD REPORT 09-0826-PR34 APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS CONSULTANTS FOR BEHAVIORAL HEALTH SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various Consultants to provide behavioral health services to the Office of Specialized Services at an aggregate cost not to exceed \$4;783,749 \$5.670.209.00 for the initial three (3) year term. Consultants were selected on a competitive basis pursuant to Board Rule 5-4.1 (Specification Number 09-250041). A written agreement for each Consultant's services is currently being negotiated. No payment shall be made to any Consultant prior to the execution of such Consultant's written agreement. The authority granted herein shall automatically rescind as to each Consultant in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This amendment is necessary to do the following in an effort to better align the physical/behavioral nea:th programming/services of two user departments with a District-wide strategic plan: 1, Increase the maximum compensation from \$4,783,749.00 to \$5,670,209.00 due to changes in available funding sources to align the programs/services of Coordinated School Health with the Culture of Calm Initiative. 2. Add the Office of Safety and Security as an additional user department; 3. Add new budget lines for the Office of Safety and Security - Coordinated School Health unit; 4. Add a new budget line for the Office of Safety and Security - Culture of Calm Initiative; 5. Correct the legal name of three vendors, and 6, Delete four budget lines. No written amendments to the agreements are required.

#### USER:

Citywide Special Education Resource 125 South Clark Street 8th Floor Chicago, IL 60603

Contact: Ken Papineau Phone: 773-553-1830

Unit 2: Office Of School Safety And Security

Contact 2 Name: Joshua Gray Phone: 773-553-1236

#### TERM

The term of each agreement shall commence on September 8, 2009 and shall end on September 7, 2012. Each agreement shall have two (2) options to renew for periods of two (2) years each.

<sup>\*</sup>Grant number subject to change in subsequent fiscal years

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

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

#### SCOPE OF SERVICES:

The Board wishes to implement a Board-approved tiered behavioral support model (Model) within Board selected schools. This Model includes a continuum of evidence-based practices designed to increase social and emotional learning skills and decrease behavioral problems through the use of data-driven decision-making to identify the behavioral needs of students at the individual, classroom and school levels.

Consultants services will improve the Board's ability to provide increased services and supports at all levels of the Model, thereby increasing staff capacity to address student needs, decreasing behavioral problems, preventing violence, alcohol tobacco and other drug use/abuse and improving social emotional skills of students and their families. Consultants will provide services before, during and after the school day in the school setting; provide timely electronic records of services performed as directed by the Board; participate in meetings as directed by the Board; and participate in data collection and monitoring utilizing standardized forms as directed by the Board.

Consultants were selected to provide services aligned to one or more of the following categories.

#### Tler I - Universal Supports/Practices:

Develop school-wide expectations systems, practices, data. Implement student skill building strategies. Provide training and/or coaching in behavior management skills for adult staff. Train school staff and provide consultation in classroom management supports. Develop and implement systems for parent engagement related to prevention strategies.

#### Tier II - Targeted Interventions Strategic Supports:

Deliver evidence-based interventions to small groups of students that have exhibited behavioral issues impacting school performance. Provide targeted support for teachers and staff needing additional classroom management strategies or other identified needs. Develop and implement systems for parent engagement related to intervention strategies.

# Tier III - Intensive Interventions (School-Based):

Provide intensive 1:1 counseling services to students. Implement substance abuse treatment utilizing evidence-based practices. Provide consultation on evidence-based interventions and systems development. Provide professional development design support for all Tiers.

# Consultation and Professional Development Support

Provide ongoing technical assistance to facilitate the implementation of the Model. Provide consultation on developing and managing a referral system for community-based agency services.

# **DELIVERABLES**:

Consultants will:

Provide timely electronic records of Services performed as directed by the Board.

Provide evidence that Consultant is seeking other funding to continue to provide these services to the Board, such as copies of other grant applications and award letters. Invoice on a monthly basis as directed by the Board.

# OUTCOMES:

Consultants services will result in increased staff capacity to address student needs, decrease behavioral problems, reduce violence, alcohol, tobacco and other drug use and drug abuse among students, and increase students' social emotional skills.

# COMPENSATION:

Consultants shall render services at the specific rates identified in their respective agreements; total compensation for all Consultants shall not exceed \$4,783,749 \$5.670,209.00 in the aggregate for the initial three (3) year term.

# **REIMBURSABLE EXPENSES:**

None.

# **AUTHORIZATION:**

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

# **AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the 2007 Remedial Program for Minority and Women Business Enterprise Participation in Goods and Service Contracts, a determination will be made as to when transaction should be excluded from contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes not-for-profit organizations.

# LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to the Office of Specialized Services: \$4,783,749 \$4,170,209 for initial three year term

Charge to Various Units managed by the Office of Safety and Security: Xxxxx-331-54125-211001-430105-2011 \$1.500.000 through September 30, 2011,

11875-358-54125-221025-440038-2010	\$425,000.00
<del>11875-324-54125-221011-399011-2010</del>	<del>\$87,350.00</del>
11675-358-54125-221025-509197-2010	\$1,082,233.00
11875-358-54125-221025-440038-2011	<del>\$425,000.00</del>
11875-324-54125-221011-399011-2011	<del>\$87,350.00</del>
11675-358-54125-221025-509197-2011	\$1,082,233.00
11875-358-54125-221025-440038-2012	<del>\$425,000.00</del>
11875-324-54125-221011-399011-2012	<del>\$87,350:00</del>
11675-358-54125-221025-509197-2012	\$1,082,233.00
11675-324-54125-211301-399011-2010	<b>\$163,115.00</b>
11675-358-54125-221025-440036-2010	\$625,995,00
11675-324-54125-211001-399012-2010	<b>\$134.400.00</b>
Xxxxx-331-54125-211001-430105-2011	\$1.500.000.00

CFDA#: Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

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- Vendor # 40810MPI, INC DBA

  MANAGEMENT PLANNING INSTITUTE
  11070 S. WESTERNCHICAGO, IL 60643Dr.
  George Smith773-239-0200Tiers I, Ii, Iii And
  Consultation And Professional Development.
  Support
- 2) Vendor # 34171 SGA YOUTH & FAMILY SERVICES 11 EAST ADAMS SUITE 1500 CHICAGO, IL 60603 Martha Guerrero 312-447-4364

Tiers I, Ii, Iii

3) Vendor # 88825 SINAI HEALTH SYSTEMS CALIFORNIA AVE AT 15TH STREET CHICAGO, IL 60608-1797 Claude H. Hall 773-257-5331

Tiers I, Ii, Iii And Consultation And Professional Development Support

4) Vendor # 11060 YOUTH GUIDANCE 122 SOUTH MICHIGAN AVE., STE 1510 CHICAGO, IL 60603 SuAnne Lawrence 312-253-4900

Tiers I, Ii, Iii And Consultation And Professional Development Support

5) Vendor # 46701 METROPOLITAN FAMILY SERVICES 7 1 NORTH DEARBORN-10TH FLR. CHICAGO, IL 60602 Colleen M. Jones 312-986-4000

Tiers I, Ii, Iii And Consultation And Professional Development Support

Vendor # 89036
WES CORPORATION DBA WES HEALTH
SYSTEM
542 SOUTH DEARBORN
CHICAGO, IL 60605
Lynne Hopper
312-566-0700

Tiers I, Ii, Iii And Consultation And Professional Development Support

Vendor # 25624
 CHILDREN'S HOME & AID SOCIETY OF ILLINOIS
 125 S. WACKER, 14TH FLOOR
 CHICAGO, IL 60606-4475
 Courtney Clark
 312-424-6828

Tiers I, Ii, Iii

8) Vendor # 47297 HULL HOUSE ASSOCIATION 1030 W. VAN BUREN CHICAGO, IL 60607 Joyce Vigione 312-906-8600

Tiers I, Ii, Iii

Vendor # 12392UHLICH CHILDREN'S

ADVANTAGE NETWORK3737 N. MOZART

CHICAGO, IL 60618Jodi Doane

10) Vendor # 21152 A KNOCK AT MIDNIGHT 400 W. 76TH STREET , STE 206 CHICAGO, IL 60620 Minister Johnney Banks Sr. 773-488-2960

312-669-8200Tiers 1, In

Tiers I, Ir

11) Vendor # 49090 NORTHWESTERN UNIVERSITY 633 CLARK STREET EVANSTON, IL 60208 Bruce Elliott 847-491-3003

Consultation And Professional Development Support

12) Vendor # 40737 CHILDREN'S MEMORIAL HOSPITAL 2300 CHILDREN'S PLAZA, NO 10 CHICAGO, IL 60614-3394 Colleen Cicchetti, PhD 773-880-4000

Consultation And Professional Development Support

13) Vendor # 83849 ART THERAPY CONNECTION, NFP P.O. BOX 146462 CHICAGO, IL 60614 Megan McKenzie 773-562-7708

Tiers Ii, Iii

- Vendor # 13059COMMUNITY.

  COUNSELING CENTERS4740 N. CLARK ST.CHICAGO. IL 60640Viviana Ploper 237-115-3840Tiers li, lii
- 15) Vendor # 68602 WORLD RELIEF CHICAGO 3507 WEST LAWRENCE AVE CHICAGO, IL 60625 Krisetn Huffman-Gottschling 773-583-9191

Tier li

16) Vendor # 13789 ALTERNATIVES, INC. 4730 N. SHERIDAN ROAD CHICAGO, IL 60640 Andrea Kuebler 773-506-7474

Tiers I, Ii, Iii

17) Vendor # 14326 MENTAL HEALTH AMERICA OF ILLINOIS 70 EAST LAKE STREET., STE 900 CHICAGO, IL 60601 Ariel Mindel 312-368-9070

Tier li

# 10-0526-PR28

# APPROVE ENTERING INTO AN AGREEMENT WITH CHALK, LLC FOR CONSULTING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Chalk, LLC to provide consulting services to the Office of Specialized Services at a cost not to exceed \$236,000.00. Consultant was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for consultant's services is currently being negotiated. No services shall be provided by consultant and no payment shall be made to consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

# VENDOR:

1) Vendor # 96657 CHALK, LLC 2647 WEST WILSON AVE. CHICAGO, IL 60625 Maria Condus 312-213-2099

# USER:

Citywide Specialized Services 125 South Clark Street 8th Floor Chicago, IL 60603

Contact: Rebecca Clark Phone: 773-553-3457

#### TERM

The term of this agreement shall commence on July 1, 2010 and shall end on June 30, 2011. This agreement shall have two (2) options to renew; each for a period of 12 months.

# **EARLY TERMINATION RIGHT:**

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

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

Consultant will provide the following services ("Services") at the request of the Office of Specialized Services ("OSS") related to the Board's Least Restrictive Environment Monitored Programs ("LRE") and Instruction. Services will be overseen by the Board's Project Managers.

Consultant will provide expert consultation and support to OSS on the LRE Monitored Programs and Instruction. Consultant has unique and specialized skills needed to assist the District in fulfilling its Corey H. settlement obligations by (1) revising and improving the monitoring tools and guidelines for the Education Connection ("EC") program completion, benchmark-indicator compliance and District Prescribed Action Plan (DPAP) visits; (2) providing training on conducting EC program completion. benchmark-indicator compliance and DPAP visits; (3) conducting the on-site monitoring and DPAP visits, and (4) preparing the program completion, benchmark compliance, DPAP and any supplementary reports to be submitted to the Court Monitor, as well as, providing least restrictive environment ("LRE") consulting services to schools. Consultant will complete specific LRE Monitored Program and Instruction projects, as well as other educational projects and other activities requiring specialized expertise, as requested by the Board's Project Manager. Instruction projects include: (1) create guidelines for OSS and schools to monitor quality of the electronic Individualized Education programs ("eIEP"); (2) create and pilot tools and templates that enable schools to self-monitor performance on various measures relating to providing quality instruction to students with disabilities; (3) creating in-depth modules on Classroom Best Practices. Collaborative Best Practices and eIEP Best Practices; (4) mentoring Specialized Services Administrators (SSAs) on various projects as directed by the Program Manager; (5) collecting data regarding inclusive practices in specific schools as directed by the Program Manager; and (6) training SSAs in the various co-teaching approaches and their components.

#### **DELIVERABLES:**

Consultant will develop and complete the following:

- I. LRE Monitored Programs:
- A. EC Program Completion, Benchmark-Indicator Compliance and District Prescribed Action Plan Visits Tasks and Deliverables:

  Delivery/Service Dates: June 2011
- 1. Visit assigned schools:
- 2. Conduct interviews, review eIEP, review documents and observe classrooms;
- 3. Organize a binder of materials reviewed:
- 4. Complete Education Connection Reports; and
- Meet with LRE staff from the CPS Law Department to review final reports for submission to Court Monitors.
- B. EC Program Completion, Benchmark-Indicator Compliance, and Prescribed Action Plan Visit Training Tasks and Deliverables:

  Delivery/Service Dates: June 2011
- 1. Revise and prepare, based on Court Monitor input and requested changes, the training program and all necessary materials for training staff identified by the Director of LRE Monitored Programs.
- 2. Conduct training sessions with identified staff;
- 3. Accompany staff on various types of visits; and
- 4. The training will model all aspects of visit, scoring of probes, and writing reports.
- C. EC Rating Guidelines Project

Tasks and Deliverables: Delivery/Service Dates: January 2011

- 1. Revise guidelines to accommodate changes requested by Court Monitor.
- 2. Pilot guidelines during EC visits; and
- 3. Create final EC guidelines for submission to Court Monitor.
- D. eIEP Guidelines

Tasks and Deliverables: Delivery/Service Dates: January 2011

- 1. Collaborate and create eIEP guidelines for OSS and schools to monitor quality of eIEP;
- 2. Obtain feedback from various stakeholders;
- 3. Pilot eIEP guidelines during EC visits;
- 4. Design and conduct training on completing eIEP guidelines; and
- 5. Evaluate and revise guidelines as necessary
- E. Tiered Tools and Templates Project

Tasks and Deliverables: Delivery/Service Dates: Quarterly through June 2011

- Based on school performance data obtained via Snapshot, to self-monitor performance on various measures relating to providing quality instruction to students with disabilities:
- a. Tier One: elEPs are actually being implemented (teacher schedules and classroom settings/activities correspond to elEPs);
  - b. Tier Two: eIEPs are well-written and provide the basis for quality instruction; and
- c. Tier Three: Service delivery exemplifies best classroom practices (implementation of variety and appropriate co-teaching approaches; differentiated instruction and multiple modalities and accommodations/modifications, as well as, collaboration among staff).
- II. Program Development

A. Inclusive Practices In-depth Module Project

Tasks and Deliverables: Delivery/Service Dates: June 2011

- 1. Train staff on current best practice modules, including co-teaching approaches, differentiated instruction, and using data;
- 2. Collaborative to create PowerPoint presentations and activities for in-depth modules; and
- 3. Collaborative to create tools to monitor content implementation.
- B. Management Spreadsheets

Tasks and Deliverables: Delivery/Service Dates: Summer 2011

1. Train staff on creating and revising Monthly Itinerant Reports.

III. Monthly Summary of Consultant Activities

Tasks and Deliverables: Delivery/Service Dates: Due the last business day of each month.

1. Consultant shall create and submit to the Board's Project Managers a Monthly Summary Report that details the total amount of time spent on each task and deliverable and the specific description of the task and deliverable.

# OUTCOMES:

Consultant's services will result in the following:

- 1. Quality instruction for students in the LRE;
- 2. A developed process for effective LRE monitoring visits and reports;
- 3. LRE program capacity building and consistency among CPS staff;
- 4. Improved system-wide consistency, quality and accuracy in eIEP development and writing;
- 5. Increased self-monitor ability among schools on various performance measures relating to providing quality instruction;
- 6. Increased inclusive best practices in classrooms and schools;
- Established inter-rated reliability and scoring accuracy to increase accuracy, accountability, and consistency with the EC tool used to measure LRE progress in schools; and
- 8. Improved accountability, increased accuracy, and established best practices for monitoring the daily activities of 130 itinerant teachers and monitoring timeliness of low incidence placements.

#### COMPENSATION.

Consultant will invoice the Board at a rate of \$60 an hour for Linda Lara and \$70 an hour for Maria Condus for a maximum of 1815 hours per employee and for the total sum of 3630 hours for Chalk, LLC. Any periods of work of less than an hour will be computed on a pro rata basis to the nearest quarter (1/4) hour. Total compensation to consultant shall not exceed \$236,000.

#### REIMBURSABLE EXPENSES:

None

#### **AUTHORIZATION:**

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

### **AFFIRMATIVE ACTION:**

The M/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a waiver of the MBE goal be granted as the services provided under the agreement are not further divisible.

The Vendor has identified the following:

# Total WBE - 100%

Maria Condus 2647 West Wilson Ave. Chicago, Illinois 60625

Linda Lara 7525 North LeClaire Ave. Skokie, Illinois 60077

# LSC REVIEW:

Local School Council approval is not applicable to this report.

#### **FINANCIAL**

Charge to Office of Specialized Services: \$236,000.00 Fiscal Year: 2011

\*Grant numbers subject to change.

11670-220-54125-261006-462040-2011	\$76,000.00
11670-220-54125-221010-462040-2011	\$80,000.00
11670-115-54125-221083-000000-2011	\$30,000.00
11670-221-54125-221083-462049-2011	\$50,000.00

# 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 fetting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

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

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

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

#### 10-0526-PR29

# APPROVE ENTERING INTO ROOM AND BOARD AGREEMENTS WITH VARIOUS PRIVATE RESIDENTIAL SCHOOLS AND APPROVE PAYMENT OF ROOM AND BOARD TO THESE SCHOOLS

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into room and board agreements with those ISBE approved private residential schools ("Schools") identified on Exhibit "A" and approve payments of room and board to these Schools at a cost not to exceed the aggregate amount of \$8,000,000.00 over a two-year period. Room and board rates are established by the Illinois Purchased Care Review Board ("IPCRB") and the Illinois State Board of Education ("ISBE") reimburses CPS for the room and board. Students with severe disabilities are placed in private residential schools either by the Board directly, the Department of Children and Family Services ("DCFS"), the Department of Mental Health ("DMH"), or pursuant to court order. ISBE has its own form contract for these room and board payments for each student placed in a School. These agreements are signed by the school and by the Board. Information pertinent to payment of room and board is stated below.

SCHOOLS: See Exhibit "A"

#### USER:

Office of Specialized Services 125 South Clark Street 8th Floor Chicago, IL 60603

Contact :

Diane Rohan 773-535-5990

Phone: 773

# TERM:

The term of each agreement and the payment authorization begins on the date the student's placement begins and ends on the date the student's placement terminates unless the ISBE requires annual agreements. Board authorization to enter into each agreement commences on July 1, 2010 and ends June 30, 2012.

# **EARLY TERMINATION RIGHT:**

The termination rights of the parties shall be set forth in the ISBE form contract

### SCOPE OF SERVICES:

The Board, ISBE, or the courts may place students in the Schools. These Schools are listed in a publication from ISBE and are located generally throughout the United States.

#### **DELIVERABLES**:

Each school will deliver a copy of its IPCRB rate letter to the Office of Specialized Services.

#### **OUTCOMES**

Schools will receive room and board payment for the placed students on a per diem basis.

# COMPENSATION:

Each School shall be paid the rate identified by ISBE. The room and board payments under this Board Report shall not exceed the aggregate sum of \$8,000,000.00 over a two-year period commencing July 1, 2010 and ending June 30, 2012. No School will receive prepayment of compensation for room and board.

# REIMBURSABLE EXPENSES:

None

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the Chief Specialized Services Officer to (i) execute all ancillary documents required to administer or effectuate these student placements; (ii) place students in private residential schools not included on the attached list on an emergency basis when such placements are required by court order. DCFS, or by DMH, and (iii) approve travel reimburement for parents, guardians, and students making visits in accordance with 23 Illinois Administrative Code 226.960.

#### **AFFIRMATIVE ACTION:**

Pursuant to Section 5.2.3 of the Remedial Program for Minority and Woman Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Plan), payments to other educational institutions are exempt from M/WBE review.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to Citywide/School Support \$8,000,0

\$8,000,000.00 (FY 11/FY 12)

\*Grant number subject to change in subsequent fiscal years.

12670-220-54305-124904-462501-2011

\$4,000,000.00

12670-220-54305-124904-462501-2012

\$4,000,000.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# THIS SPACE INTENTIONALLY LEFT BLANK

- 1) Vendor # 15022 ALLENDALE SCHOOL P O BOX 1088 LAKE VILLA, IL 60046 Jeanine Sieler 847-356-2351
- 2) Vendor # 36423
  ALTERNATIVE BEHAVIOR TREATMENT
  CENTERS
  27255 N. FAIRFIELD ROAD
  MUNDELEIN, IL 60060
  Ginny Soderlund
  847-487-9455
- 3) Vendor # 73732 CAMELOT CARE CENTERS 5444 JESFFERSON DAVIS HWY #100 FREDERICKSBURG, VA 22407 Tammy Parker 615-386-6755
- 4) Vendor # 71880 CENTER ON DEAFNESS M 3444 DUNDEE ROAD NORTHBROOK, IL 60062 Dorothy Eulass 847-559-0110
- 5) Vendor # 25624 CHILDREN'S HOME & AID SOCIETY OF ILLINOIS 125 S WACKER DR., 14TH FLOOR CHICAGO, IL 60606 Melissa Ludington 312-424-0200
- 6) Vendor # 71600 CHILEDA INSTITUTE 1020 MISSISSIPPI LA CROSSE, WI 54601 Ruth Wiseman 608-782-6480

- 7) Vendor # 19277 CLINICARE INC 10201 W. LINCOLN AVE., STE 306 WEST ALLIS, WI 53227 Charles Albrent 715-834-6481
- 8) Vendor # 38139 CUNNINGHAM CHILDRENS HOME P O BOX 878-1301 N CUNNINGHAM URBANA, IL 61801 Cindy Bauman 217-367-3728
- O) Vendor # 19061
  DEVEREUX TEXAS TREATMENT CENTE
  1150 DEVEREUX DRIEVE
  LEAGUE CITY, TX 77573
  Penny Milner
  281-335-1000
- 10) Vendor # 31687 ELIM CHRISTIAN SCHOOL 13020 CENTRAL AVENUE PALOS HEIGHTS, IL 60463 Marjorie Williams 708-389-0555
- 11) Vendor # 80124
  EVOLUTION ACADEMY OF UTAH DBA
  COTTONWOOD YOUTH ACADEMY
  1144 W. 3300 S.
  SALT LAKE CITY, UT 84119
  James Baily
  801-433-2900
- 12) Vendor # 29424
  NEXUS DBA INDIAN OAKS ACADEMY
  101 BRAMBLE LANE
  MANTENO, IL 60950-9305
  Mike Chavers
  815-802-3853

- 13) Vendor # 31580
  JEANINE SCHULTZ MEMORIAL
  2101 WEST OAKTON STREET
  PARK RIDGE, IL 60068
  Jody Rubin
  847-696-3315
- 14) Vendor # 29643 KEMMERER VILLAGE R.R. 1, BOX 12C ASSUMPTION, IL 62510 Colleen Rogers 217-226-4451
- 15) Vendor # 61626 KIDS BEHAVIORAL HEALTH OF UTAH, INC DBA COPPER HILLS YOUTH CENTER 5899 RIVENDELL DRIVE WEST JORDAN, UT 84088 Angie Fernandez 801-561-3377
- 16) Vendor # 71561 LAD LAKE POST OFFICE BOX 158 DOUSMAN, WI 53118 Karen Slusar 262-965-2131
- 17) Vendor # 39644 LAWRENCE HALL YOUTH SERVICES 1 2737 W. PETERSON CHICAGO, IL 60659 Shari Demitrowicz 773-728-2807
- 18) Vendor # 95527 MELMARK, INC 2600 WAYLAND RD. BERWYN, PA 19312 Wendy Kelly 610-325-4955

- 19) Vendor # 45562
  MENTAL HEALTH AND DEAFNESS
  RESOURCES, INC
  614 ANTHONY TRAIL
  NORTHBROOK, IL 60062
  Sarah Gimbel
  847-509-8260X224
- 20) Vendor # 18137 MILL, THE 3445 ELMWOOD ROAD ROCKFORD, IL 61101 Jennifer Sargeant 815-877-3440
- 21) Vendor # 48030 NATIONAL LOUIS UNIVERSITY 1000 Capitol Drive Wheeling, IL 60090 Carol Burns 312-261-3227
- 22) Vendor # 80478 NATIONAL DEAF ACADEMY 19650 US HWY 441 MOUNT DORA, FL 32757 Katrina Butler 352-735-9500
- 23) Vendor # 99968 NEXUS- ONARGA ACADEMY 101 BRAMBLE STREET MANTENO, IL 60950 Mike Chavers 815-802-3700
- 24) Vendor # 20090 NORTHWEST ACADEMY, STREAMWOOD 1400 E. IRVING PARK ROAD STREAMWOOD, IL 60107 Sandy Fox 630-540-4280

- 25) Vendor # 74587 OCONOMOWOC DEVELOPMENTAL BOX 78064 MILWAUKEE, WI 53278-0064 Katrina Butler 262-569-5515
- 26) Vendor # 38955 SONIA SHANKMAN ORTHOGENIC M 1365 E 60TH ST CHICAGO, IL 60637 Yvett Serrano 773-702-1203
- 27) Vendor # 95991 ST. JOSEPH INSTITUTE FOR THE DEAF 1809 CLARKSON RD. CHESTERFIELD, MO 63017 Mary Daniels 636-532-3211
- 28) Vendor # 41475
  TENNESSEE CLINICAL SCHOOLS, INC
  DBA HERMITAGE HALL
  1220 8TH AVE SOUTH
  NASHVILLE, TN 37203
  Shatonya Crayton
  615-250-0000
- 29) Vendor # 30462 THRESHOLDS MOTHERS PROJECT 4101 NORTH RAVENSWOOD CHICAGO, IL 60613 Eric Martin 773-472-3558X2470
- 30) Vendor # 63031 UNITED METHODIST CHILDREN'S HOME 2023 RICHVIEW RD. MT. VERNON, IL 62864 Jennifer Kujawa 618-242-1070

31) Vendor # 48643 WILLOWGLEN ACADEMY 1744 N. FARWELL AVE. MILWAUKEE, WI 53202 Lon Riggs 414-225-4460

#### 10-0526-PR30

# **FINAL**

APPROVE ENTERING INTO AN AGREEMENT WITH ACHIEVE 3000, INC. FOR ELECTRONIC INSTRUCTIONAL TEXTS FOR USE IN READING AND LANGUAGE ARTS (RLA) CURRICULUM

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Achieve 3000, Inc. for the purchase of professional development services for implementation of a more robust set of instructional supports for Chicago Public Schools - Office of Reading and Language Arts at a cost not to exceed \$200,000.00. Vendor was selected on a non-competitive basis because it is the only provider of the unique electronic instructional texts described below. A written agreement for this purchase is currently being negotiated. No goods or services may be ordered or received and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This vendor was granted sole source status and selected on a non-competitive basis due to its unique combination of the following criteria: revised writing of current events news articles to match each student's individualized reading level while maintaining the same article style for all students; the ability of the teacher to organize the content lessons thematically; the delivery of the content through an enclosed email system; and the provision of parent and teacher extension materials. Our research discovered no other vendor offering this combination of product and service, and we confirmed that other large public school districts have contracted with this vendor on a sole source basis, including the State of Hawaii, Miami-Dade, New York City, the District of Columbia, and New Orleans.

#### VENDOR:

1) Vendor # 12499 ACHIEVE 3000 1091 RIVER AVENUE LAKEWOOD, NJ 08701 Peter Saretsky 732-367-5505

# USER:

Citywide - Reading & Language Arts 125 South Clark Street, 11th Floor Chicago, IL 60603

Contact: Paul Whitsitt Phone: 773-553-6418

# TERM:

The term of this agreement shall commence on June 1, 2010 and shall end August 31, 2010.

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

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

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

Achieve 3000 has offered its software licenses as a free pilot to cover the summer bridge use in 6th and 8th grades. Achieve 3000 will provide all related and necessary professional services to support summer bridge implementation as follows: training for all teachers who will be administering the program, site visits for training and implementation, oversight at all participating summer bridge sites, assessments and evaluations services.

### **OUTCOMES:**

This purchase will result in the successful implementation of the curriculum offered through the Office of Reading and Language Arts and provide differentiated supplemental Summer Bridge Support. This professional development will provided to approximately 900 teachers. The Achieve 300, Inc. electronic instructional texts will enhance student achievement in writing, comprehension, word knowledge, and fluency.

# COMPENSATION:

Vendor shall be paid in based upon the deliverables for its role in the delivery of professional development services necessary for effective implementation. The total compensation payable to Vendor shall not exceed \$200,000.00.

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Director of Reading and Language Arts to execute all ancillary documents required to administer or effectuate this agreement.

#### AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 15% total MBE participation and 5% total WBE participation. However, the Waiver Review Committee recommends that a partial waiver of the WBE goal, as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted as the contract scope is not further divisible.

The Vendor has identified the following:

#### Total MBE - 15%

Technology Learning & Curriculum Design, Inc. 8937 South Chappel Ave., #1405 Chicago, Illinois 60617 Contact: Lillian B. Kelly

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL

Charge to: Supplemental Learning Support Amount: \$200,000.00 Source of Funds: Title I - Stimulus (ARRA)

Budget Classification: 11380-331-54125-160005-430094

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-PR31

# APPROVE ENTERING INTO AN AGREEMENT WITH CLASSROOM, INC. FOR CONSULTING SERVICES

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Classroom, Inc. to provide consulting services to Office of Teaching and Learning at a cost not to exceed \$200,000.00. Vendor is a sole source provider of the Classroom, Inc., summer bridge curriculum and the related, necessary professional development and training services described below. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Classroom, Inc., was selected as a sole source vendor on a non-competitive basis due to its unique combination of computer-based and print materials that simulate a work force setting and foster a project-based learning environment focused on reading, math and writing skills. Neither our research nor the vVndor's has uncovered another organization providing a similar combination of software and print materials and services.

#### VENDOR:

1) Vendor # 18448 CLASSROOM, INC 245 FIFTH AVE., 20TH FLR. NEW YORK, NY 10016 Jane Canner 212-545-8400

#### USER:

Office of Teaching & Learning 125 S Clark Street, 11th Floor Chicago, IL 60603

Contact : Phone:

Paul Whitsitt 773-553-6418

# TERM.

The term of this agreement shall commence on June 1, 2010, and shall end August 31, 2010. 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 meet with administrators to customize the program schedule, finalize the assessment and evaluation plan, and plan for initial training of teachers. Vendor will assist site-based administrators in completing a technology hardware audit to address technology barriers prior to the start of the program as well as provide an introduction to the program and professional development.

Vendor will provide to all teachers and administrators initial training using the program which is aligned to the Illinois State Standards in English/Language Arts, and Mathematics and all materials for successful implementation of the program at initial training. Vendor will also provide a focus for the initial training on the following:

- Becoming familiar with the curriculum and software
- Learning strategies for supporting differentiated instruction, collaborative learning and using technology in the classroom
- Teaching literacy and math across disciplines
- Scheduling, pacing, and evaluation of student work
- Scheduling of goals of ongoing professional development activities
- Understanding their role in program evaluation
- Understanding the resources available to them throughout the program

Vendor will provide ongoing support in person, on-site support for teachers and students as well as ongoing in-person meetings and updates with school-based and district-based administrators weekly throughout the program. This support will also include a mid-program meeting for participating teachers and administrators.

# **Program Evaluation**

Vendor will administer the Reading-Level Indicator (RLI) and Math-Level Indicator (MLI), which are untimed group-administered, norm-referenced tests, each with two parallel forms.

The RLI provides Instructional Reading Levels and Independent Reading Levels from grade 2 through 11, identifies functional nonreaders (those reading below a grade equivalent of 1.8) and samples both vocabulary and basic comprehension skills.

The Math-Level Indicator is based on NCTM standards-specifically, the five content standards and the process standards of Problem Solving, Reasoning and Proof, and Communication.

The sample size, scheduling and reporting will be determined in conjunction with district-level administrators.

# DELIVERABLES:

Vendor will provide to all teachers and administrators all program materials recommended for successful implementation of the program at initial training.

Vendor will also provide teachers and administrators access to a toll-free tech support hottine, professional development website, and professional development staff via email and in person support.

# **OUTCOMES:**

Vendor's services will result in successful implementation of the Classroom, Inc., literacy and math curriculum for up to 5,000 6th and 8th grade students at up to 100 school sites in the district's 2010 Summer Bridge program. The planning, professional development, training and assessment services provided will allow teachers to successfully deliver the Classroom, Inc. curriculum, thereby allowing students to learn reading and math skills necessary to graduate from the Summer Bridge program.

#### COMPENSATION:

Vendor shall be paid as follows: \$1,000 per 6th -8th grade summer bridge classroom implementing the Classroom, Inc. curriculum; total not to exceed the sum of \$200,000.

#### 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 Deputy of Teaching and Learning 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 those transactions where the vendor providing services operates as a Not-for-Profit organization.

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to: 11380-332-54125-160005-430083

Sources of Funds: NCLB Title I

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-PR32

# APPROVE ENTERING INTO AN AGREEMENT WITH DUNBAR ARMORED, INC FOR ARMORED CAR SERVICES

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

Approve entering into an agreement with Dunbar Armored, Inc. to provide armored car services to the Department of Operations, Food Services and Warehousing and the Department of Finance Bureau of Treasury at a cost not to exceed \$860,000.00. Vendor was selected on a competitive basis pursuant to an advertised Request for Proposal (Specification no. 10-250003). A written agreement is currently being negotiated. No services shall be provided by vendor and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number: 10-250003

Contract Administrator: Gilbert Rabin / 773-553-2297

**VENDOR:** 

1) Vendor # 37755 DUNBAR ARMORED, INC. 50 SCHILLING ROAD HUNT VALLEY, MD 21031 RUSSEL E. DANIELS 410-229-1906

#### USER:

Treasury 125 South Clark Street Chicago, IL 60603

Contact: Phone:

Maribel Rodriguez 773-553-3278

#### TERM:

The initial term of this agreement shall commence on August 1, 2010 and shall end July 31, 2012. This agreement shall have one (1) option to renew for a period of 24 months.

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

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

#### SCOPE OF SERVICES:

Vendor will provide: (i) armored car transportation of coin, currency, checks, and money orders between Board pickup locations and depository bank(s) designated by the Board to accept collections from School Lunchrooms, School Offices, Area Offices, and Other designated Board Locations (ii) armored car change delivery, (iii) collection reconciliation reporting, (iv) courier and pickup activity reporting, (v) change consisting of both coin and currency, (vi) bags for transporting collections, and (vii) other related supplies/services as requested by Operations or Finance

#### **DELIVERABLES**

Vendor will provide armored car transportation, activity statements, reconciliation reports, electronic access to information, and other related services and reports as requested, all as detailed in the written agreement.

Vendor's services shall result in coordinated armored car pickup of Lunchroom and Office locations at our schools and facilities, enhanced information flow on collections and pickup activity, and operational efficiencies.

#### COMPENSATION:

Vendor shall be paid according to the specific rates identified in the written agreement, not to exceed the sum of \$430,000 per year during the initial term; aggregate not to exceed \$860,000.

### **REIMBURSABLE EXPENSES:**

Vendor shall be reimbursed for certain expenses as detailed in the written agreement. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

#### **AUTHORIZATION:**

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

# **AFFIRMATIVE ACTION:**

The M/WBE goals for this agreement include: 10% total MBE and 5% total WBE. However, the Office of Business Diversity recommends a partial waiver of the goals as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted as the vendor has demonstrated good faith efforts in achieving participation. The Vendor has identified the following:

#### Total MBE - 2%

Petromex, Inc.14702 S. Hamlin Midlothian, Illinois 60445Contact: Felipe Estrada

Total WBE - 1%

B&L Distributors, Inc.7808 W. College Drive, Suite 4NEPalos Heights, Illinois 60463Contact: Donna Alm

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

# FINANCIAL:

Charge to: Bureau of Treasury: \$30,000 Fiscal Year 2011 Source of Funds: Operating Fund

Charge to: Bureau of Treasury: \$30,000 Fiscal Year 2012

Source of Funds: Operating Fund

Charge to: Nutrition Support Food Services: \$400,000 Fiscal Year 2011

Source of Funds: Lunchroom Fund

Charge to: Nutrition Support Food Services: \$400,000 Fiscal Year 2012

Source of Funds: Lunchroom Fund

12410-115-54125-252302-000000-2011

\$30,000.00

12410-115-54125-252302-000000-2012

\$30,000.00

12050-312-54560-256009-000000-2011

\$400,000.00

12050-312-54560-256009-000000-2012

\$400,000.00

CFDA#: Not Applicable

#### **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-PR33

# APPROVE EXERCISING THE OPTION TO EXTEND THE AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION FOR BANKING SERVICES

### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION

Approve exercising the option to extend the agreement with U.S. Bank National Association to provide banking services to the Department of Finance and the Bureau of Treasury at a cost not to exceed \$300,000 a year. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board. Information pertinent to this agreement is stated below.

Specification Number:

06-250024

# VENDOR:

1) Vendor # 10526 U S BANK NATIONAL ASSOCIATION 800 NICOLLET MALL MINNEAPOLIS, MN 55402 STACY L. STOLL 847-948-6005

#### USER:

Treasury 125 South Clark Street Chicago, IL 60603

Contact : Phone:

Maribel Rodriguez 773-553-3278

# **ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 06-0726-PR20) in the amount of \$300,000.00 per year is for a term commencing October 25, 2006 and ending June 30, 2010, with the Board having 1 option to extend for 12 months. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1 through a duly advertised Request for Proposal (Specification #06-250024).

# **OPTION PERIOD:**

The term of this agreement is being extended for 12 months commencing July 1, 2010 and ending June 30, 2011.

# OPTION PERIODS REMAINING:

There are no option periods remaining.

#### SCOPE OF SERVICES:

Vendor will provide centralized banking services to schools, and other related services at the request of the Chief Financial Officer or Treasurer, all as detailed in the written agreement.

#### **DELIVERABLES:**

Vendor will provide accounts, activity statements, reconciliation reports, electronic account access, electronic access to information, interest on balances, and other related services and reports as requested, all as detailed in the written agreement.

# **OUTCOMES**:

Vendor's services shall result in streamlining of banking services for schools, cost and time savings in banking activity, enhanced information flow, and operational efficiencies.

#### COMPENSATION:

Vendor shall be paid according to the specific rates identified in the written agreement, not to exceed the sum of \$300,000 per year during the extended term.

#### **AUTHORIZATION**

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

#### **AFFIRMATIVE ACTION:**

The M/WBE goals for this contract include: 35% total MBE and 5% total WBE. However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the vendor has demonstrated reasonable good faith efforts.

The vendor has identified and scheduled the following firms and percentages:

Total M8E - 35%

United Building Maintenance 165 Easy Street Carol Stream, Illinois 60188

USM Logistics 6711 South LeClair Avenue Bedford Park, Illinois 60638

Total WBE - 1%

Buford Law Office LLC 6 East Monroe, Suite 1301 Chicago, Illinois 60603

# LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Charge to: 8ureau of Treasury and Various School Internal Accounts \$300,000 Fiscal Year 2011 Source: Operating Funds Source: School funds

12410-115-54125-252302-000000-2011 \$300,000.00

CFDA#: Not Applicable

# **GENERAL CONDITIONS:**

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

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

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

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

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

President Richardson-Lowry indicated that if there were no objections, Board Reports 10-0526-PR2 through 10-0526-PR21, and 10-0526-PR23 through 10-0526-PR33 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Richardson-Lowry thereupon declared Board Reports 10-0526-PR2 through 10-0526-PR21 and 10-0526-PR23 through 10-0526-PR33 adopted.

10-0526-OP1

# AMEND BOARD REPORT 10-0224-0P4 APPROVE ENTERING INTO A LEASE AGREEMENT AND SCHOOL FOOD SERVICES AGREEMENT WITH NOBLE NETWORK OF CHARTER SCHOOLS FOR RENTAL OF THE REED SCHOOL BUILDING AT 6350 S. STEWART

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with Noble Network of Charter Schools (Englewood Campus), as tenant, for rental of the Reed School building located at 6350 S. Stewart for its Englewood Campus. A written lease agreement is currently being negotiated. Tenant may not take possession of its portion of the school building prior to the execution of the Lease. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease agreement is stated below.

This amended Board Report is necessary to approve entering into a School Food Services Agreement. The School Food Services Agreement shall be included as an exhibit to the lease. The Lease and the School Food Services Agreement are currently being negotiated. The authority granted herein shall automatically rescind in the event both documents are not executed within 90 days of the date of this amended Board Report.

TENANT:

Noble Network of Charter Schools 1010 North Noble Street 1231 S. Damen

Chicago, IL 60622 60608

Contact: Michael Milkie, Superintendent and Chief Operating Officer

Phone: 773-862-1449 773-278-6895 ext. 1500

LANDLORD: Board of Education of the City of Chicago

**PREMISES:** Tenant shall initially share the land and building located at 6350 S. Stewart (Reed School) with a Chicago Public School and shall exclusively occupy those areas of the building and share other spaces of the building as more fully identified in a Memorandum of Understanding to be attached to the Lease. However, the CPS school at this site is being phased-out and, at such time as the CPS school is fully phased out, tenant shall have sole occupancy of the Premises. The Board approved Tenant's occupancy of this site on November 23, 2009 (Board Report No. 09-1123-EX9), therefore the notice provisions in the Charter School Capital and Facility Budget Policy adopted on March 26, 2008 have been satisfied.

**USE:** Tenant shall use the Premises to operate a charter school campus and related educational and community programs, and for no other purpose. Tenant shall have unrestricted access to the Premises.

TERM: The lease term shall commence on such date as the Lease is fully executed, but no sooner than July 1, 2010, and shall end June 30, 2014. The term of the School Food Services Agreement shall be from September 7, 2010 to June 30 2011. This lease and the School Food Services Agreement shall automatically terminate on any such date as the Charter School Agreement is terminated.

RENT: \$1.00 per year.

WITHHOLDING OF PAYMENT: Until such time as the Lease is fully executed, the Board may withhold any general education payments due Tenant under the Charter School Agreement

MAINTENANCE & OPERATIONS: In the event Tenant is the sole occupant of the Premises, the Tenant shall have the option to procure various operating services (Operating Services) from the Landlord in accordance with Landlord's current established procedures and rates. The election shall be made prior to the execution of this the lease and will be incorporated into the Lease. Tenant shall be bound by this election for the term of the Lease, until the first to occur of (i) the date upon which Landlord changes or adds Operating Services; (ii) the date upon which Landlord announces a change in the manner in which it calculates Operating Expenses, or (iii) the date of renewal, if applicable of the lease. In the event Tenant shares the Premises at any time with a Chicago Public School, or a contract school the Tenant will automatically receive all of the Landlord's Operating Services and shall pay for such Operating Services

pursuant to current established procedures and rates. In the event Tenant shares the Premises at any time with another charter school, both charter schools must make the same election regarding the procurement of Operating Services from the Landlord.

FOOD SERVICES AGREEMENT: The Reed School Building is a facility shared by a CPS school Reed Elementary School, and a charter school operated by Tenant. Tenant is recognized as a food services authority by ISBE. ISBE only permits one food service authority per location and the parties have agreed that the Noble Network of Charter Schools will provide food services at the Reed School Building and will be responsible for providing food services to the students attending Reed Elementary School during such time as the facility is shared with Reed Elementary School. The Board shall pay Noble Network of Charter Schools for the food services it is providing to the students of Reed Elementary School in accordance with the terms of the School Food Services Agreement. Noble Network of Charter Schools shall not be entitled to receive any additional monies for such food services beyond the amount set forth in the School Food Services Agreement.

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

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement and the School Food Services Agreement. Authorize the President and Secretary to execute the lease agreement and the School Food Services Agreement. Authorize the Chief Operating Officer to determine the allocation of responsibility of various maintenance and other services and to execute any and all ancillary documents related to this Lease and the School Food Services Agreement.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund

For School Food Services Agreement: Charge to Nutrition Support Services for actual meals

served

Budget Classification: 12050-312-53205-256009-000000-2011

#### GENERAL CONDITIONS:

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

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

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

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

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

# 10-0526-OP2

# APPROVE THE RENEWAL OF THE LEASE AGREEMENT WITH ACTOR'S EQUITY ASSOCIATION FOR RENTAL OF SPACE AT 125 SOUTH CLARK STREET

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the renewal of the lease agreement with Actor's Equity Association for rental of space at 125 South Clark Street consisting of 1,300 rentable square feet on the 15<sup>th</sup> floor (Suite 1522). A written renewal agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report Information pertinent to this lease renewal agreement is stated below.

TENANT: Actor's Equity Association

125 S. Clark Street, Suite 1500

Chicago, IL 60603

Contact Person: Steve DiPaola Phone: (212) 869-8530 LANDLORD: Board of Education of the City of Chicago

PREMISES: 1,300 rentable square feet on the 15<sup>th</sup> floor (Suite 1522)

USE: Multi-use and audition space

**RENEWAL TERM:** By mutual consent of the parties, the lease agreement shall be renewed for a term commencing June 1, 2010 and ending September 30, 2010.

**ORIGINAL LEASE AGREEMENT:** The original Office Lease (authorized by Board Report 03-0423-OP03) is for a term commencing June 1, 2003 and ending May 31, 2005. The original Lease was renewed (authorized by Board Report #05-0427-OP3) for a term commencing June 1, 2005 and ending May 31, 2010.

**FIXED MINIMUM RENT:** The fixed minimum rent (which is a gross amount including taxes, operating expenses, common area electricity and water) is as follows:

Monthly Fixed

Date Minimum Rent

6/1/10 - 9/30/10 \$2,392.00

**ADDITIONAL RENT:** Tenant shall also pay for electricity at the annual rate of \$1,678.80 for the renewal period (based upon the annual rate of \$1.29 per square foot).

The Fixed Minimum Rent as of June 1, 2010 is calculated at the rate of \$22.08 per rentable square foot which represents a 3% increase over the current Fixed Minimum Rent.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal agreement. Authorize the President and Secretary to execute the lease renewal agreement. Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this lease agreement.

AFFIRMATIVE ACTION: Exempt.

FINANCIAL: Credit to the General Fund.

# **GENERAL CONDITIONS:**

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

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

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

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

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

# 10-0526-OP3

#### RATIFY THE RENEWAL OF THE LEASE AGREEMENT WITH MENTAL HEALTH ASSOCIATION OF GREATER CHICAGO FOR RENTAL OF SPACE AT 125 SOUTH CLARK STREET

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify the renewal of the lease agreement with Mental Health Association of Greater Chicago for rental of space at 125 South Clark Street consisting of 751 rentable square feet on the 18<sup>th</sup> Floor (Suite 1820). A written renewal agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a

written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease renewal agreement is stated below.

TENANT: Mental Health Association of Greater Chicago

125 South Clark Street, Suite 1820

Chicago, IL 60603

Contact Person: Martha Schriver

LANDLORD: Board of Education of the City of Chicago

PREMISES: 751 rentable square feet on the 18th Floor, Suite 1820, 125 S. Clark Street, Chicago, Illinois

USE: Office space for Tenant's not-for-profit social service agency.

**RENEWAL TERM:** By mutual consent of the parties, the lease agreement shall be renewed for a term commencing May 1, 2010 and ending April 30, 2011.

ORIGINAL LEASE AGREEMENT: The original Lease (authorized by Board Report 01-0523-OP3) is for a term commencing May 1, 2001 and ending April 30, 2006. The original lease was renewed (authorized by Board Report 06-0322-OP3) for a term commencing May 1, 2006 and ending April 30, 2009. The original lease was further renewed (authorized by Board Report 09-0422-OP5) for a term commencing May 1, 2009 and ending April 30, 2010.

BASE RENT: Base Rent for the renewal term, as set forth in the current agreement, shall be as follows

<u>Term</u>	Rent per square foot	Annual Rent	Monthly Rent
5/1/10 - 4/30/11	\$20.26	\$15,215.26	\$1,267 93

**ADDITIONAL RENT:** Tenant shall also pay for electricity at the annual rate of \$1,028.87 for the renewal period (based upon the annual rate of \$1.37 per square foot).

**EARLY TERMINATION RIGHT:** Tenant shall have the right to terminate this lease at any time upon 30 days prior written notice to Landlord.

ADDITIONAL TERMS AND CONDITIONS: Except as specifically modified herein, all other terms and conditions of the Lease shall remain in full force and effect.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease renewal agreement. Authorize the President and Secretary to execute the lease renewal agreement Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this lease agreement.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Credit to the General Fund.

# **GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13 1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations

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

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

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

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

# 10-0526-OP4

# APPROVE ENTERING INTO A LEASE AGREEMENT WITH F.H. PASCHEN, SN NIELSEN FOR RENTAL OF SPACE AT 125 SOUTH CLARK STREET

# THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a lease agreement with F.H. Paschen, SN Nielsen for rental of space at 125 South Clark Street, 18<sup>th</sup> Floor, Suite 1828. F.H. Paschen. SN Nielson may not occupy the rental space until lease agreement has been execute. A written lease agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease agreement is stated helow.

TENANT: F.H. Paschen, SN Nielsen

8725 West Higgins Road, Suite 200

Chicago, Illinois 60631 Contact Person: Jim Blair Phone: (773) 444-3474

LANDLORD: Board of Education of the City of Chicago

PREMISES: 125 South Clark Street, 18th floor, Suite 1828. Suite 1828 currently consists of 739

usable square feet.

USE: Office space for Tenant

TERM: The term of this lease agreement is 3 years. The lease shall commence on June 1 2010

and shall end May 31, 2013

RENT: Tenant shall pay landlord annual gross rent in the amount of \$25.00 per usable square

foot, to be paid in equal monthly installments. The rent amount for the first year of the term is \$18,475.00 to be paid in monthly installments of \$1,539.58. Rent shall increase

annually by \$.50 per square foot after the initial 12 (twelve) month period

ADDITIONAL RENT: In additional Tenant shall pay utility expense of \$1 10 per square foot with a 3% annual increase

INSURANCE/INDEMNIFICATION: Tenant will maintain general liability insurance with limits of not less than \$1,000,000; Tenant shall include Landlord and its employees as additional insured's. Tenant shall provide Landlord with a Certificate of Insurance, with the provision that Tenant must provide 30 days' prior written notice to Landlord of its intention to cancel such insurance.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement Authorize the General Counsel to execute all ancillary documents required to administer or effectuate this lease agreement.

**AFFIRMATIVE ACTION: Exempt** 

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

FINANCIAL: Credit Income to General Fund

### **GENERAL CONDITIONS:**

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

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

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

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

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

# APPROVE ENTERING INTO A LEASE AGREEMENT WITH NORTHWESTERN UNIVERSITY SETTLEMENT ASSOCIATION FOR USE OF THE LOZANO SCHOOL BUILDING AT 1424 NORTH CLEAVER STREET

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

Approve entering into a lease agreement with Northwestern University Settlement Association, as tenant, for rental of the Lozano School building located at 1424 N Cleaver Street for its Rowe Elementary Charter School. A written lease agreement is currently being negotiated. The tenant may not take possession of the school building until the lease is fully executed. The authority granted herein shall automatically rescind in the event a written lease agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this lease agreement is stated below.

TENANT: Northwestern University Settlement Association

1400 W. Augusta Blvd. Chicago, IL 60622

Contact: Ron Manderschied, President

Phone: 773-278-7471

LANDLORD: Board of Education of the City of Chicago

**PREMISES:** Tenant shall solely occupy the entire building located at 1424 N Cleaver Street (Lozano School) as more fully identified in a Memorandum of Understanding to be attached to the Lease. This possession of a CPS facility by a Charter School is in compliance with the notice provision contained in the Charter School Capital and facility budget policy.

**USE:** Tenant shall use the Premises to operate a charter school campus and related educational and community programs, and for no other purpose. Tenant shall have unrestricted access to the Premises.

**TERM:** The lease term shall commence on such date as the Lease is fully executed, but no sooner than July 1, 2010, and shall end June 30, 2015. This lease shall automatically terminate on any such date as the Charter School Agreement is terminated.

RENT: \$1.00 per year.

WITHHOLDING OF PAYMENT: Until such time as the Lease is fully executed, the Board may withhold any general education payments due Tenant under the Charter School Agreement.

MAINTENANCE & OPERATIONS: In the event Tenant is the sole occupant of the Premises, the Tenant shall have the option to procure various operating services (Operating Services) from the Landlord in accordance with Landlord's current established procedures and rates. The election shall be made prior to the execution of this lease and will be incorporated into the Lease. Tenant shall be bound by this election until the first to occur: (i) the date upon which landlord changes or adds Operating Services; (ii) the date upon which Landlord announces change in the manner in which it calculates Operating Expenses or (iii) the date of renewal, if applicable, of the Lease. In the event Tenant shares the Premises at any time with a Chicago Public School or contract school, the Tenant will automatically receive all of the Landlord's Operating Services and shall pay for such Operating Services pursuant to the current established procedures and rates. In the event Tenant shares the Premises at any time with another charter school, both charter schools must make the same election regarding the procurement of Operating Services.

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

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written lease agreement. Authorize the President and Secretary to execute the lease agreement Authorize the Chief Operating Officer to determine the allocation of responsibility of various maintenance and other services and to execute any and all ancillary documents related to this Lease

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: Rent payable to the General Fund.

#### **GENERAL CONDITIONS:**

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

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

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

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

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

#### 10-0526-BD1

### TRANSFER OF FUNDS OFFICE OF THE BOARD

#### THE OFFICE OF THE BOARD REPORTS THE FOLLOWING:

The following transfer of funds was requested by the Office of the Board during the month of April. This transfer is budget neutral. A brief explanation of this transfer is provided below:

#### 1. Transfer from Office of the Board

Rationale:	Supply item:	s from Office Depot for the Real Men Read	d initiative
Transfer from:	Unit Fund Account Program Grant	Board of Education General Education Fund Commodities - Textbooks Real Men Read Default Value	10110 115 53305 111153 000000
Transfer to:	Unit Fund Account Program Grant	Board of Education General Education Fund Commodities – Supplies Board of Education Administration Default Value	10110 115 53405 231004 000000
Amount:	\$311.02		

#### 10-0526-MS1

## APPROVE THE RENAMING OF NICHOLAS COPERNICUS ELEMENTARY SCHOOL TO ANNA R. LANGFORD COMMUNITY ACADEMY

#### THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board approve the renaming of Nicholas Copernicus Elementary School to Anna R. Langford Community Academy effective July 1, 2010.

**DESCRIPTION:** Copernicus Elementary School is located at 6010 S. Throop St. The current Local School Council of Copernicus Elementary School made name change recommendations and obtained affirmative majority vote in favor of the first choice listed below in accordance with the Board's Policy on the Naming or Re-Naming of Schools (03-0326-PO04).

The Local School Council recommends, in order of preference, the following proposed new school names:

- 1. Anna R. Langford Community Academy
- 2. Langford Community Academy
- 3. Langford Academy

LSC REVIEW: The Local School Council of Copernicus Elementary School approved the school renaming recommendations on October 9, 2009.

FINANCIAL: No cost to the Board at this time.

#### 10-0526-MS2

### ASSIGN THE NAME IGNACIO ZARAGOZA HIGH SCHOOL TO THE NEW HIGH SCHOOL BEING ESTABLISHED AT 5400 S. ST. LOUIS AVENUE

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

Assign the name Ignacio Zaragoza High School to the new high school being established at 5400 S. St. Louis Avenue.

**DESCRIPTION:** On December 16, 2009, the Chicago Board of Education approved the establishment of a new high school to be located at 5400 S. St. Louis, Chicago, IL 60632 (Board Report: 09-1216-EX16). The high school was referred to in the establishment Board Report as the "54" & St. Louis High School" for identification purposes. Upon the Board's approval to establish this new high school, input on a school name was sought from parents and community members by way of a written survey. The survey was also distributed to the 8" graders of the feeder elementary school, trene C. Hernandez Middle School for the Advancement of the Sciences whose students reside in the attendance area of the new high school. The following three school name options were surveyed with results appearing in order of preference:

1) Ignacio Zaragoza High School

2) Eric Solorio High School

3) Guillermo Gonzalez Camarena High School

The Chief Area Officer recommends assigning the name Ignacio Zaragoza High School based on the results of the survey.

**AFFIRMATIVE ACTION:** Not applicable

LSC REVIEW: Not applicable

FINANCIAL: No cost to the Board at this time

#### 10-0526-ED5

#### AMEND REGULAR SCHOOL YEAR CALENDAR FOR 2010-2011 SCHOOL YEAR

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

Amend the year-round calendars for the period of July 1, 2010 to June 30, 2011.

This May 2010 amendment is necessary to increase the number of professional development days to 4. This increase in professional development days is a result of a non-observance day of Lincoln's Birthday on Friday. February 11, 2011, per Board Rule Section 4-10 – Holidays

**DESCRIPTION:** The calendar indicates holidays, teacher institute days, professional development days staff development days and days when schools are closed for extended periods of time

The effect of this action would be to establish a regular school year and a summer school calendar

The 2010-2011 calendar includes 170 pupil attendance days, 4 staff development days for school improvement planning, 3 4 professional development days, 2 parent-teacher conference days and 4 teacher institute days

AFFIRMATIVE ACTION: Not applicable.

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

FINANCIAL: No additional cost to the Chicago Board of Education.

**GENERAL CONDITIONS:** Not applicable

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#### **AMENDED** 2010-2011 **REGULAR SCHOOL CALENDAR ELEMENTARY AND HIGH SCHOOLS**

Ron Huberman Chief Executive Officer

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#### \*HOLIDAYS 2010 - 2011

September 8.....Labor Day
October 11.....Columbus Day ...... M.L. King's Birthday C. Pulsaki's Birthday February 21......Presidents Day Memorial Day May 30 ... 

- NEW STUDENT ENROLLMENT TARGET DATE June 18, 2010 is the deadline for students enrolling for the 2010 2011 school year
- NEW STUDENT ENROLLMENT TARGET DATE June 18, 2010 is the deadline for students enrolling for the 2010 2011 school year CLASSES BEGIN Tuesday, September 7, 2010. Students are scheduled for a full day of school.

  TEACHER INSTITUTE DAYS (+) Wednesday, September 1, 2010; Thursday, September 2, 2010; Friday, September 3, 2010, and Thursday, June 16, 2011
  On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are days held or approved by the State
  Suparintendent of Instruction for teacher in-service workshops or equivalent professional educational experiences such as educational patherings, demonstrations of Instructions in materials, violation ofto other schools, institutions or facilities. Teacher Institute Days are fully principal directed.

  PROFESSIONAL DEVELOPMENT DAYS (til) Friday, November 12, 2010, Friday, Junuary 28, 2011, Friday, April 1, 2011, and Wednesday. June 15, 2011. On these day teachers are to report at the regular time. These are non-attendance days for students. Professional development days are hell principal directed. Part the second institution of the second professional development days are hell principal directed. Friday, October 12, 2010 (School directed), Endey, October 12, 2010 (School directed). Professional directed). Professional directed). Professional directed). Professional directed). Professional directed) Professional directed). Professional directed professional directed professional directed. Professional directed p

- REPORT CARD DISTRIBUTION DAYS For second marking period, Wednesday, February 2, 2011, for fourth marking period, Friday, June 17, 2011
  WINITER VACATION Schools close at the end of the school day on Friday, December 17, 2010 and reopen on Monday, January 3, 2011
  SPRING VACATION Schools close for students at the end of the school day Friday, April 55, 2011 and reopen on Monday, April 25, 2011
  GRADUATION DATES Elementary graduation may not be held prior to the week of June 13, 2011. High school graduation may not be held prior to the week of June 13, 2011.
- PRESCHOOL PRE-REGISTRATION AND KINDERGARTEN PRE-REGISTRATION The suggested dates are April 11, 2011 through April 15, 2011 SUMMER VACATION Schools close for students on Friday, June 17, 2011.

  The number of weeks per guerter are: 1<sup>st</sup> Quarter 10 weeks; 2<sup>st</sup> Quarter 9 weeks; 3<sup>st</sup> Quarter 9 weeks; 4<sup>st</sup> Quarter 10 weeks.

REGULAR SUMMER SCHOOL SESSIONS FOR ELEMENTARY AND HIGH SCHOOLS Grades 3-6-8 SUMMER PROGRAM will operate for six weeks beginning Mondey, June 20, 2011 and ending Mondey, August 1, 2011 HIGH SCHOOL SUMMER PROGRAM will operate for seven weeks beginning Mondey, June 20, 2011 and ending August 8, 2011

#### AMEND THE 2010-2011 YEAR ROUND CALENDARS

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

Amend the year-round calendars for the period of July 1, 2010 to June 30, 2011.

This May 2010 amendment is necessary to increase the number of professional development days to 4, to delete two schools that have elected not to be on Track E and to add five schools that have elected to be on Track E. This increase in professional development days is a result of a non-observance day of Lincoln's Birthday on Friday, February 11, 2011, per Board Rule Section 4-10 – Holidays.

**DESCRIPTION:** The calendars indicate holidays, teacher institute days, professional development days staff development days and days when schools are closed for extended periods of time.

The 2010-2011 calendars for Tracks A, B, C, D and E include 170 pupil attendance days, 4 staff development days for School Improvement Planning-3 4 professional development days, 2 parent-teacher conference days, and 4 teacher institute days.

Five schools will operate on Tracks A - D: Hurley, I.ee, Pasteur, Sandoval and West Lawn

One hundred and ninety-two-ninety-five schools will operate on Track E: Altgeld, Armstrong L., Ashe, Ava on Park, Banneker, Barnard, Bass, Beethoven, Beidler, Belmont Cragin, Bethune, Bond, Bontemps, Brown. Brownell, Brunson, Burke, Burr, Burroughs, Caldwell, Calhoun North, Cameron, Cardenas, Carroll, Carver Elementary, Casals, Castellanos, Cather, Chalmers, Chavez, Chicago Agricultural, Claremont, Clark, Colemon, Color, Columbia Explorers, Cook, Copernicus, Corliss, Crown Academy, Cuffe, Cullen, Daley, Delano, Deneen Dett, DePriest, Dirksen, Dixon, Dodge, Doolittle East, Drake, Drummond, DuBois, <u>Dulles</u>, Dunne, Earhart, Earle, Edwards, Ellington, Emmet, Esmond, Evergreen, Everett, Faraday, Farnsworth, Fernwood, Finkl, Fiske, Fuller, Fulton, Funston, Frazier, Gage Park, Garvey, Goldblatt, Greene, Gregory, Guggenheim, Hammond, Hampton Harvard, Hay, Hearst, Hedges, Hefferan, Henderson, Henson, Herbert, Hernandez, Herzl, Higgins, Hinton, Howe Hoyne, Hughes, Irving, Jackson Mahalia, Jenner, Jensen, Joplin, Johnson, Kellman, Kershaw, King, Kohn, Kozminski, Lafayette, Lavizzo, Lawndale, Leland, Lewis, Libby, Little Village, Lloyd, Lovett, Lowell, Madero. Mann, May, Mays, McCormick, McDowdell, McKay, McNair, Melody, Metcalfe, Miles Davis, Mireles. Mollison Moos, Morgan, Morgan Park, Morrill, Morton, Mt. Vernon, Nash, National Teachers, Nicholson, Nightingale, Ninos Heroes, Nobel, Oglesby, O'Toole, Overton, Paderewski, Park Manor, Parkman, Parkside, Peace and Education Coalition, Peck, Penn, Pickard, Piccolo, Pirie, Plamondon, Pope, Powell, Prescott, Randolph, Revere. Robeson, Robeson Achievement Academy, Ruggles, Ryder, Ryerson, Scammon, Schubert, Sherman, Shoop, Smith, Smyth, Songhai, Spencer, Spry, Team Englewood, Tilden, Tilden Achievement Academy, Till. Tonti, Vaughn, Volta, Walsh, Ward, Webster, Wentworth, West Pullman, Westcott, Whistler, White, Williams Prep. Williams Multiplex, Woods, Woodson South, Yale, Young and Zapata.

AFFIRMATIVE ACTION: Not applicable

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

FINANCIAL: No additional cost to the Chicago Board of Education.

**GENERAL CONDITIONS:** Not applicable.

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Ron Huberman Chief Executive Officer

#### **AMENDED** 2010 - 2011YEAR ROUND SCHOOL CALENDAR

TRACK A

	J	ULY 20	10			0C	TOBER	2010			JAN	UARY	2011			A	PRII. 20	11	
М	T	W	T	F	М	Т	W	T	F	М	T	W	ï	F	М	Ţ	W	T	F
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(5)	(6)	(7)	(8)	(9)	4	5	6	7	8	3	4	5	6	7	4	5	6	7	8
(12)	(13)	(14)	(15)	(16)	11•	12	13	14	15+	10	11	12	13	14	11	12	13	14	15
(19)	(20)	(21)	(22)	(23)	18	19	20P	(21)	(22)	17*	18	19	20	21	18	19	20	21	22#
(26)	(27)	(28)	(29)	30+	(25)	(26)	(27)	(28)	(29)	24 31	25	26	27	28	25	26	27	28	29
	AU	GUST 2	010			NOV	EMBER	2010		<u> </u>	FEB	RUARY	2011				MAY 201	ı	
М	T	W	Т	F	М	Ŧ	w	Т	F	М	Τ.	W	T	F	М	T	W	T	F
	_				(1)	(2)	(3)	(4)	(5)		1	2	3	4	2	3	4	5	6
2+	3	4	5	6	(8)	(9)	(10)	11*	(12)	7	8	9	10	11	9	:0	11	12	13
9	10	11	12	13	(15)	(16)	(17)	(18)	(19)	14	15	16	17	18	16	17	18	19	20
16	17	18	19	20	(22)	(23)	(24)	25*	26*	21.	22	23	24	25#	23	24	25	26	27
23	24	25	26	27	29	30	` '			28					30*	31			
30	31				L					L									
	SEPT	EMBE	R 2010		I	DEC	EMBER	2010			M	ARCH 2	011			J	UNE 201	lt	
М	T	w	T	F	М	T	w	Ţ	F	М	T	w	Γ	F	М	T	W	ī	F
		1	2	3			1	2	3	1	1	2P	(3)	(4)			ı	2	3
6*	7	8	9	10	6	7	8	9	10	7•	(8)	(9)	(10)	(11)	6	7	8	Q	10
13	14	15	16	17	13	14	15	16	17	/14/	/15/	/16/	/17/	/18/	13	14	15	16	17
20	21	22	23	24	/20/	/21/	/22/	/23/	/24/	(21)	(22)	23#	24	25	20	21	22	23	24
27	28	29	30		(27)	(28)	(29)	(30)	(31)	28	29	30	31		27	28#	29+	30	
					``''	,,	,,	,	,- ·,	[									

LEGEND:	()	Schools closed - no salary is paid teacher institute days	# P	Professional development days Full day Parent-Teacher conference
		Days of non-attendance for students	11	salary is paid except as provided for by budgetary action
1	e	Emergency days - school in session if student days fall below	•	Holidays
l		170		

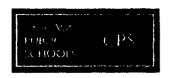
BOLD Bold dates indicate non-attendance days for students (staff development days for School Improvement Planning)

#### \*HOLIDAYS 2010-2011

September 6..... Labor Day November 25, 26 . . . . . . . . . . . Thanksgiving Holiday March 7 ... C. Pulaski's Birthday October 11 ..... Columbus Day January 17 .M. L. King's Birthday May 30 Memorial Day November 11..... .... Veterans Day Observance February 21... NOTE: Friday, November 26, 2010 - holiday for office employees

- NEW STUDENT ENROLLMENT June 18, 2010 is the deadline for students enrolling for the 2010-2011 school year CLASSES BEGIN Tuesday, August 3, 2010. Students are scheduled for a full day of school TEACHER INSTITUTE DAYS (+) Friday, July 30, 2010; Monday, August 2, 2010; Friday, October 15, 2010 and Wednesday. June 29, 2011. On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are days held or approved by the State Superintendent of Instruction for teacher in-service workshops or equivalent professional educational experiences such as educational gatherings, demonstrations of instructional materials, visitation of no other schools, institutions or facilities. Teacher Institute Days are fully principal-directed.
- PROFESSIONAL DEVELOPMENT DAYS (#) Friday, February 25, 2011; Wednesday, March 23, 2011, Friday, April 22, 2011 and Tuesday, June 28, 2011. On these day's teachers are to report at the regular time. These are non-attendance days for students. Professional development days are half principal-directed/ half teacher- directed.
- STAFF DEVELOPMENT DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DATES) Friday, September 3, 2010; Friday, September 24, 2010; Friday, December 3, 2010 and Friday, February 11, 2011.
- PROGRESS REPORT DISTRIBUTION DAYS Track A Elementary will distribute Student Progress Reports on Friday, Sept. 10, 2010, Friday, January 28, 2011; and Friday, May 13, 2011.

  REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (P) Year-Round schools (Track A. B. C and D) dates are on
- Wednesday, October 20, 2010 and Wednesday, March 2, 2011. These are non-attendance days for students
- INTERSESSIONS Schools will close for students at the end of the day Wednesday June 30, 2010 and reopen on Tuesday August 3, 2010. Schools close for students at the end of the day Tuesday, October 19, 2010 and reopen on Friday, November 29, 2010; Schools close for students at the end of the day Tuesday, March 1, 2011 and reopen on Thursday, March 24, 2011.
- WINTER VACATION Schools close for students at the end of the school day on Friday, December 17, 2010 and reopen on Monday, January 3, 2011
- GRADUATION DATES Elementary graduation may not be held prior to five days before the end of the school year
- KINDERGARTEN PRE-REGISTRATION The suggested dates are April 11, 2011 through April 15, 2011



Ron Huberman Chief Executive Officer

#### **AMENDED** 2010 - 2011 YEAR ROUND SCHOOL CALENDAR TRACK B

	J	ULY 20	10			OC.	<b>FOBER</b>	2010		Ī	JAI	UARY:	2011			A	PRIL 20	11	
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			1+	2+					1										(1)
(5)	6	7	8	9	4	5	6	7	8	3	4	5	6	7	(4)	(5)	(6)	(7)	(8)
12	13	14	15	16	110	12	13	14	15+	10	11	12	13	14	/11/	/12/	/13/	/14/	/15/
19	20	21	22	23	18	19	20P	21	22	17*	18	19	20	21	18	19	20	21	22.
26	27	28	29	30	25	26	27	28	29	24 31	25	26	27	28	25	26	27	28	29
	ΑÜ	GUST 2	2010			NOV	EMBER	2010			FEB	RUARY	2011				MAY 201	1	
M	Ţ	w	T	F	М	Ť	W	T	F	М	T	W	T	F	М	Т	W	T	F
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(2)	(3)	(4)	(5)	(6)	8	9	10	11*	12#	7	8	9	10	11	9	10	11	12	13
(9)	(10)	(11)	(12)	(13)	15	16	17	18	19	14	15	16	17	18	16	17	18	19	20
(16)	(17)	(18)	(19)	(20)	22	23	24	25*	26*	21*	22	23	24	25#	23	24	25	26	27
(23)	(24)	(25)	(26)	(27)	(29)	(30)				28					30•	31			
(30)	(31)									L									
	SEPT	EMBE	R 2010			DEC	EMBER	2010			M	ARCH 2	011				TUNE 201	1	
М	Т	w	T	F	М	T	W	T	F	М	Т	W	Ţ	_F	М	Ţ	w	T	F
		(1)	(2)	3			(1)	(2)	(3)		1	2P	3	4			1	2	3
6*	7	8	9	10	(6)	(7)	(8)	(9)	(10)	7*	8	9	10	11	6	7	8	9	10
13	14	15	16	17	(13)	(14)	(15)	(16)	(17)	14	15	16	17	18	13	114	15	16	17
20	21	22	23	24	/20/	/21/	/22/	/23/	1241	21	22	(23)	(24)	(25)	20	21	22	23	24
27	28	29	30		(27)	(28)	(29)	(30)	(31)	(28)	(29)	(30)	(31)		27	28#	29+	30	
										<u> </u>									

LEGEND:	() 	Schools closed - no salary is paid teacher institute days Days of non-attendance for students	# P //	Professional development days Full day Parent-Teacher conference salary is paid except as provided for by budgetary action
	¢	Emergency days - school in session if student days fall below 170	•	Holidays

BOLD Bold dates indicate non-attendance days for students (staff development days for School Improvement Planning).

#### \*HOLIDAYS 2010-2011

September 6Labor Day	November 25, 26Thanksgiving Holiday	
October 11Columbus Day	January 17 M. L. King's Birthday	May 30 Memorial Day
November 11Veterans Day Observance	February 21President's Day	·
NOTE: Friday, November 26, 2010- holiday for offi	ce employees	

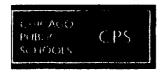
- NEW STUDENT ENROLLMENT June 18, 2010 is the deadline for students enrolling for the 2010-2011 school year.
- CLASSES BEGIN Tuesday, July 6, 2010. Students are scheduled for a full day of school.
- TEACHER INSTITUTE DAYS (+) Thursday, July 1, 2010; Friday, July 2, 2010; Friday, October 15, 2010 and Wednesday, June 29, 2011. On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are days held or approved by the State Superintendent of Institution for teacher in-service workshops or equivalent professional educational experiences such as educational gatherings, demonstrations of instructional materials, visitation of ito other schools, institutions or facilities. Teacher institute Days are fully principal-directed.
- PROFESSIONAL DEVELOPMENT DAYS (#) Friday, November 12, 2010, Friday, February 25, 2011, Friday, April 22, 2011 and Tuesday, June 28, 2011. On these days, teachers are to report at the regular time. These are non-attendance days for students. Professional development days are half principal- directed/ half- teacher directed.
- STAFF DEVELOPMENT DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DATES) Friday, September 3, 2010; Friday, September 24, 2010; Monday, October 18, 2010 and Friday, February 11, 2011.

  PROGRESS REPORT DISTRIBUTION DAYS Track B Elementary will distribute Student Progress Reports on Friday, September 10, 2010.
- Friday, January 14, 2011 and Friday, May 13, 2011.
- REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (P) Year-Round schools (Track A, B, C and D) dates are on
- Wednesday, October 20, 2010 and Wednesday, March 2, 2011. These are non-attendance days for students.

  INTERSESSIONS Schools close for students at the end of the day Friday July 30, 2010 and reopen on Tuesday, September 7, 2010; Schools close for students at the end of the day Wednesday, November 24, 2010 and reopen on Monday, January 3, 2011; Schools close for the students at the end of the day on Tuesday, March 22, 2011 and reopen on Monday, April 18, 2011.

  GRADUATION DATES - Elementary graduation may not be held prior to five days before the end of the school year.

  KINDERGARTEN PRE-REGISTRATION - The suggested dates are April 11, 2011 through April 15, 2011.



Ron Huberman Chief Executive Officer

#### AMENDED 2010-2011 YEAR ROUND SCHOOL CALENDAR TRACK C

	J	ULY 20	10			OC.	OBER	2010			JA	UARY:	2011			A	PRIL 20	11	
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(5)	6	7	8	9	4	5	6	7	8	(3)	(4)	(5)	(6)	(7)	4	5	6	7	8
12	13	14	15	16	11*	12	13	14	15+	(10)	(11)	(12)	(13)	(14)	11	12	13	14	15
19	20	21	22	23	18	19#	20P	21	22	17*	(18)	(19)	(20)	(21)	/18/	/19/	/20/	/21/	$\alpha y$
26	27	28	29	30	25	26	27	28	29	(24)	(25)	(26)	(27)	(28)	(25)	(26)	(27)	(28)	(29)
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	AU	<b>GUST 2</b>	010			NOV	<u>EMBER</u>	2010			FEB	RUARY	2011			!	MAY 201	11	
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					1	2	3	4	5		1	2	3	4	(2)	(3)	(4)	(5)	(6)
2	3	4	5	6	8	9	10	11*	12#	7	8	9	10	11	(9)	(10)	(11)	(12)	(13)
9	10	11	12	13	15	16	17	18	19	14	15	16	17	18	(16)	(17)	(18)	(19)	(20)
16	17	18	19	20	22	23	24	25*	26*	21*	22	23	24	25#	23	24	25	26	27
23	24	25	26	27	29	30				28					30*	31			
30	31									<u> </u>			_						
	SEPT	EMBE	2010			DEC	EMBER	2010			M.	ARCH 2	011		Ĺ	J	UNE 20	11	
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6*	(7)	(8)	(9)	(10)	6	7	8	9	10	7*	8	9	10	11	6	7	8	9	10
(13)	(14)	(15)	(16)	(17)	13	14	15	16	17	14	15	16	17	18	13	114	15	16	17
(20)	(21)	(22)	(23)	24	/20/	/21/	/22/	/23/	1241	21	22	23	24	25	20	21	22	23	24
27	28	29	30	· · · · · ·	(27)	(28)	(29)	(30)	(31)	28	29	30	31		27	28#	29-	30	
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LEGEND:	()	Schools closed - no salary is paid	#	Professional development days
	+	teacher institute days	P	Full day Parent-Teacher conference
		Days of non-attendance for students	//	salary is paid except as provided for by budgetary action
	e	Emergency days - school in session if student days fall below	•	Holidays
		170		

BOLD Bold dates indicate non-attendance days for students (staff development days for School Improvement Planning)

#### \*HOLIDAYS 2010-2011

September 6Labor Day	November 25, 26Thanksgiving Holiday	
October 11Columbus Day	January 17	May 30 Memorial Day
November 11Veterans Day Observance	February 21 Presidents Day	
NOTE: Friday, November 26, 2010 - holiday for off	ice employees	

- NEW STUDENT ENROLLMENT June 18, 2010 is the deadline for students enrolling for the 2010-2011 school year.
- CLASSES BEGIN Tuesday, July 6, 2010. Students are scheduled for a full day of school.

  TEACHER INSTITUTE DAYS (+) Thursday, July 1, 2010; Friday, July 2, 2010; Friday, October 15, 2010, and Wednesday, June 29, 2011. On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are days held or approved by the State Superintendent of instruction for teacher in-service workshops or equivalent professional educational experiences such as educational gatherings, demonstrations of instructional materials, visitation of ito other schools, institutions or facilities. Teacher institute Days are fully principal-directed.
- PROFESSIONAL DEVELOPMENT DAYS (#) Tuesday, October 19, 2010; Friday, November 12, 2010; Friday, February 25, 2011 and Tuesday. June 28, 2011. On these days teachers are to report at the regular time. These are non-attendance days for students. Professional development days are half principal-directed/ half teacher- directed.
- STAFF DEVELOPMENT DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DAYES) Finday, September 3, 2010, Friday, September 24, 2010; Friday, December 3, 2010 and Friday, February 11, 2011.
- PROGRESS REPORT DISTRIBUTION DAYS Track C Elementary will distribute Student Progress Reports on Friday, August 13, 2010. Wednesday, November 23, 2010 and Friday, April 8, 2011
- REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (P) Year-Round schools (Track A, B, C and D) dates are on Wednesday, October 20, 2010 and Wednesday, March 2, 2011. These are non-attendance days for students.
- INTERSESSIONS Schools close for students at the end of the day on Thursday, September 2, 2010 and reopen on Monday, September 27, 2010. Schools close for students at the end of the day on Friday, December 17, 2010 and reopen on Monday, January 31, 2011; Schools close at the end of the day on Friday, April 15, 2011 and reopen on Monday, May 23, 2011.
- WINTER VACATION Schools close for students at the end of the school day on Friday, December 17, 2010
- GRADUATION DATES Elementary graduation may not be held prior to five days before the end of the school year
- KINDERGARTEN PRE-REGISTRATION The suggested dates are April 11, 2011 through April 15, 2011



Ron Huberman Chief Executive Officer

#### **AMENDED** 2010 - 2011 YEAR ROUND SCHOOL CALENDAR TRACK D

		ULY 20	10		1	OC	<b>FOBER</b>	2010	_	JANUARY 2011 APRIL 2011									
М	Т	W	T	F	М	T	W	T	ř	М	Ţ	W	T	F	М	T	W	Τ	F
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(5)	6	7	8	9	(4)	(5)	(6)	(7)	(8)	3	4	5	6	7	4	5	6	7	g
12	13	14	15	16	11*	(12)	(13)	14#	15+	10	11	12	13	14	11	12	13	14	15
19	20	21	22	23	18	19	20P	21	22	17*	18	19	20	21	18	19	20	21	22#
26	27	28	29	30	25	26	27	28	29	24	25	26	27	28	25	26	27	28	29
					ļ					(31)					<b></b>				
	AU	GUST 2	010			<u>NOV</u>	EMBER	2010			_	RUARY					MAY 20	11	
М	T	w	T	F	М	Τ_	w	Ţ	F	М	T_	w	T	F	M	T	w		F
					- 1	2	3	4	5		(1)	(2)	(3)	(4)	2	3	4	5	6
2	3	4	5	6	8	9	10	11*	12#	(7)	(8)	(9)	(10)	(11)	9	10	11	12	13
9	10	11	12	13	15	16	17	18	19	(14)	(15)	(16)	(17)	(18)	16	17	18	19	20+
16	17	18	19	20	22	23	24	25*	26*	21*	(22)	(23)	(24)	25#	23	(24)	(25)	(26)	(27)
23	24	25	26	27	29	30				28	]				30*	(31)			
30	31				i						•				1				
	SEPT	EMBE	R 2010			DEC	EMBER	2010			M.	ARCH 2	011				JUNE 20	11	
М	Ť	W	T	F	М	Ť	w	τ	F	М	T	W	Ť	F	М	T	W	7	F
		ī	2	3			1	2	3		1	2P	3	4			(1)	(2)	(3)
6*	7	8	9	10	6	7	8	9	10	7*	8	9	10	11	161	<i>[7]</i>	/8/	/9/	/10/
13	14	15	16	17	13	14	15	16	17	14	15	16	17	18	(13)	(14)	(15)	(16)	(17)
20	21	22	23	24	/20/	/21/	/22/	/23/	/24/	21	22	23	24	25	(20)	(21)	(22)	(23)	(24)
(27)	(28)	(29)	(30)		(27)	(28)	(29)	(30)	(31)	28	29	30	31		(27)	(28)	(29)	(30)	

LEGEND:	()	Schools closed - no salary is paid	#	Professional development days
	+	teacher institute days	P	Full day Parent-Teacher conference
		Days of non-attendance for students	//	salary is paid except as provided for by budgetary action
	e	Emergency days – school in session if student days fall below 170	•	Holidays

BOLD Bold dates indicate non-attendance days for students (staff development days for School Improvement Planning)

#### \*HOLIDAYS 2010-2011

March 7 C. Pulaski's Birthday November 25, 26 ...... Thanksgiving Holiday September 6.....Labor Day May 30 Memorial Day October 11.........Columbus Day January 17 ...... M. L. King's Birthday November 11......Veterans Day Observance February 21 ..... Presidents Day NOTE: Friday, November 26, 2010 - holiday for office employees

- NEW STUDENT ENROLLMENT June 18, 2010 is the deadline for students enrolling for the 2010-2011 school year
- CLASSES BEGIN Tuesday, July 6, 2010. Students are scheduled for a full day of school.
- TEACHER INSTITUTE DAYS (+) -Thursday, July 1, 2010. Friday, July 2, 2010; Friday, October 15, 2010 and Friday, May 20, 2011. On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are days held or approved by the State Superintendent of Instruction for teacher in-service workshops or equivalent professional educational
- rend of approved by the State Superintential of instruction for teacher in-service workshops or equivalent professional educational gatherings, demonstrations of instructional materials, visitation ofto other schools, instructions or faculties
  Teacher Institute Days are fully principal-directed.

  PROFESSIONAL DEVELOPMENT DAYS (#) Thursday, October 14, 2010; Friday, November 12, 2010; Friday, February 25, 2011 and Friday, Apr4 22
  2011. On these days teachers are to report at the regular time. These are non-attendance days for students. Professional development days are had
- principal- directed/ half teacher- directed.

  STAFF DEVELOPMENT DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DATES) Friday, September 3, 2010, Fnday, September 24, 2010.

  Monday December 3, 2010 and Monday, February 28, 2011.
- PROGRESS REPORT DISTRIBUTION DAYS Track D Elementary will distribute Student Progress Reports on Finday, August 13, 2010,
- Friday, December 11, 2010 and Friday, April 1, 2011.

  REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (P) Year-Round schools (Track A, B, C and D) dates are on Wednesday, October 20, 2010 and Wednesday, March 2, 2011. These are non-attendance days for students.

  INTERSESSIONS Schools close at the end of the day on Thursday, September 23, 2010 and reopen on Monday, October 18, 2010. Schools close at the end of the day on Friday, January 28, 2011 and reopen on Tuesday, March 1, 2011; Schools close at the end of the day on Thursday (March 1, 2011); Schools close at Thursday, May 19, 2011 thru June 30, 2011.
- WINTER VACATION Schools close for students at the end of the school day on Friday, December 17, 2010 and return Monday January 4, 2011
- GRADUATION DATES Elementary graduation may not be held prior to five days before the end of the school year. KINDERGARTEN PRE-REGISTRATION The suggested dates are April 11, 2011 through April 15, 2011.



**AMENDED** 10-0526-ED6 2010-2011 YEAR ROUND SCHOOL CALENDAR

Ron Huherman Chief Executive Officer

#### TRACK E

	J	ULY 20	10			OC)	OBER	2010			JAN	UARY	2011			A	PRIL 20	11	
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### LEGEND

- () School closed - No salary paid
- **Teacher Institute Days** O
- End of Quarter Professional Development Days Days of non attendance for students
- // Salary is paid except as provided for by Budgetary Action
- Holidays PH Full Day Parent-Teacher Conference - High School
- PE Full Day Perent-Teacher Conference Elementary School e Emergency Days school in session if student days fall
- below 170 (summer school would begin and end later as necessary)

BOLD no classes for students, staff development days for School Improvement Planning

#### \*HOLIDAYS 2010-2011

September 6Labor Day October 11Columbus Day	November 25, 26	March 7	C. Pulaski's Birthday Memorial Day
November 11Veterans Day Observance NOTE: Friday, November 26, 2010 - holiday for off	February 21Presidents Day	·	,

- NEW STUDENT ENROLLMENT June 18, 2010 is the deadline for students enrolling for the 2010 2011 school year
- CLASSES BEGIN Monday, August 9, 2010. Students are scheduled for a full day of school
- TEACHER INSTITUTE DAYS (+)-Nednesday, August 4, 2010, Thursday, August 5, 2010, Fridey, August 6, 2010, and Thursday.

  June 16, 2011. On these days teachers are to report at the regular time. Institute days are non-attendance days for students and are days held or approved by the State Superintendent of instruction for teacher in-service workshops or equivalent professional educational experiences such as educational gatherings, demonstrations of instructional materials, visitation of other schools, institutions or facilities.
- Teacher Institute Days are fully principal-directed.

  PROFESSIONAL DEVELOPMENT DAYS (8) Friday, October 29, 2010, Friday, January 28, 2011, Friday, April 1, 2011 and Wednesday, June 15, 2011 On these days teachers are to report at the regular time. These are non-tendence days for students. Professional development days are half principal-directed, Pair teachers are to report at the regular time. These are non-tendence days for students. Professional development days are half principal-directed, Pair teachers development DAYS FOR SCHOOL IMPROVEMENT PLANNING (BOLD DATES) Friday, September 3, 2010 (School directed), Friday. September 24, 2010 (Central Office/Area directed).

- September 24, 2010 (Central Office/Area directed), Eriday, November 12, 2010 (School directed) and Eriday, February 11, 2011 (Central Office/Area directed) PROGRESS REPORT DISTRIBUTION DAYS Elementary and High Schools will distribute Student Progress Reports during the 8th seek of sech marking period on Wednesday, September 15, 2010; Wednesday, Dacember 8, 2010; Wednesday, March 9, 2011 and Wednesday, May 25, 2011

  REPORT CARD PICKUP/PARENT-TEACHER CONFERENCE DAYS (PE,PH)) Elementary Schools on Wednesday, November 3, 2010 and Wednesday, April 8, 2011; high achools are on Thiursday, November 4, 2010 and Thiursday Poly 17, 2011. The elementary school dates are non-attendance days for students in elementary schools. The high school dates are non-attendance days for high schools.

  REPORT CARD DISTRIBUTION DAYS For second marking period. Wednesday, February 2, 2011, for fourth marking peniod, Friday, June 17, 2011

  FALL INTERSESSION Schools close at the end of the school day on Thiuraky, September 10, 2010 and reopen on Tuesday, October 12, 2010

  WINTER INTERSESSION Schools close for students at the end of the school day Friday, December 10, 2010 and reopen on Monday, January 3, 2011

  SPRING INTERSESSION Schools close for students at the end of the school day Friday, April 8, 2011 and reopen on Monday, April 25, 2011

  GRADUATION DATES Elementary graduation may not be held prior to the week of June 13, 2011.

- GRADUATION DATES Elementary graduation may not be held prior to the week of June 13, 2011.

  PRESCHOOL PRE-REGISTRATION AND KINDERGARTEN PRE-REGISTRATION The suggested dates are April 11, 2011 through April 15, 2011
- SUMMER VACATION Schools close for students on Friday, June 17, 2011
- The numbers of weeks per quarter are: 1st Quarter 10 weeks; 2st Quarter 10 weeks; 3st Quarter 9 weeks; 4st Quarter 9 weeks.

REGULAR SUMMER SCHOOL SESSIONS FOR ELEMENTARY AND HIGH SCHOOLS
Grades 3-6-8 SUMMER PROGRAM & HIGH SCHOOL SUMMER PROGRAM will operate for six weeks beginning Monday. June 20, 2011 and ending Monday, August 1, 2011

#### PRINCIPAL CONTRACTS (A)

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

Accept and file copies of contracts with the principals listed below who were selected by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract.

**DESCRIPTION:** Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals. #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Office of Principal Preparation and Development has verified that the following individuals have met the requirements for eligibility.

NAME	FROM	<u>10</u>
Mary Beth Cunat	Assistant Principal Burley	Contract Principal Wildwood Area 54 P.N. 112269 Commencing: July 1, 2010 Ending: June 30, 2014
Vicky Kleros	Acting Principal Perez	Contract Principal Perez Area 9 P.N. 146973 Commencing: May 1, 2010 Ending: June 30, 2014
JoAnn Percei	Assistant Principal Courtenay	Contract Principal Courtenay Area 2 P.N. 129215 Commencing: July 1, 2010 Ending: June 30, 2014

**LSC REVIEW:** The respective Local School Councils have executed the Uniform Principal Performance Contracts with the individuals named above.

#### **AFFIRMATIVE ACTION STATUS: None.**

**FINANCIAL:** The salaries of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

**PERSONNEL IMPLICATIONS**: The positions to be affected by approval of this action are contained in the 2010-2011 school budget.

#### 10-0526-EX14

#### PRINCIPAL CONTRACTS (B)

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

Accept and file copies of contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract.

**DESCRIPTION:** Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contracts and terminate on the dates specified in the contracts.

NAME	FROM	<u>TO</u>
Christina Arroyo	Contract Principal Lee	Contract Principal Lee Area 11 P.N. 113900 Commencing: July 1, 2010 Ending: June 30, 2014
Mark Berman	Contract Principal Portage Park	Contract Principal Portage Park Area 1 P.N. 115819 Commencing: August 16, 2010 Ending: August 15, 2014
Deborah Bonner	Contract Principal Dett	Contract Principal Dett Area 7 P.N. 113180 Commencing: July 1, 2010 Ending: June 30, 2014
Loretta Brown-Lawrence	Contract Principal Leland	Contract Principal Leland Area 3 P.N. 111759 Commencing: July 1, 2010 Ending: June 30, 2014
Rosalydia Diaz	Contract Principal Mireles	Contract Principal Mireles Area 17 P.N. 116222 Commencing. April 5, 2010 Ending: April 4, 2014
Herman Escobar	Contract Principal Nixon	Contract Principal Nixon Area 4 P.N. 116398 Commencing: July 1, 2010 Ending, June 30, 2014
Jeremy Feiwell	Contract Principal Cardenas	Contract Principal Cardenas Area 10 P.N. 137823 Commencing, July 1, 2010 Ending: June 30, 2014
Adelfio Garcia	Contract Principal Hedges	Contract Principal Hedges Area 10 P.N. 123187 Commencing, July 1, 2010 Ending: June 30, 2014
Ruth Garcia	Contract Principal Zapata	Contract Principal Zapata Area 54 P.N. 121503 Commencing, July 1, 2010 Ending: June 30, 2014
Daniel Gomez	Contract Principal Hayt	Contract Principal Hayt Area 2 P.N. 118303 Commencing: July 1, 2010 Ending: June 30, 2014

Mary Lou Gutierrez

Contract Principal

Everett

Contract Principal

Everett Area 10 P.N. 123365

Commencing: July 1, 2010 Ending: June 30, 2014

Rhonda Hoskins

Contract Principal Daley

Contract Principal Daley

Area 13 P.N. 147549

Commencing: July 1, 2010 Ending: June 30, 2014

Janice Kepka

Contract Principal

Contract Principal Edgebrook

Edgebrook Area 1 P.N. 116991

Commencing: July 1, 2010 Ending: June 30, 2014

Mary McAloon

Contract Principal

Christopher

Contract Principal Christopher Area 27 P.N. 116822

Commencing: August 11, 2010 Ending: August 10, 2014

Darlene McClendon

Contract Principal

Northside Learning Center

Contract Principal Northside Learning Center

Area 27 P.N. 394458

Commencing: July 1, 2010 Ending: June 30, 2014

Chris Pagnucco

Contract Principal

Clay

Contract Principal

Clay Area 18 P.N. 117227

Commencing: July 1, 2010 Ending: June 30, 2014

Mary Weaver

Contract Principal

Scammon

Contract Principal Scammon Area 1 P.N. 112622

Commencing: July 1, 2010 Ending: June 30, 2014

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salaries of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2010-2011 school budget.

#### 10-0526-AR2

#### **REPORT ON BOARD REPORT RESCISSIONS**

#### THE GENERAL COUNSEL REPORTS THE FOLLOWING:

I. Extend the rescission dates contained in the following Board Reports to July 28, 2010 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. 08-0723-OP2: Approve Entering into an Intergovernmental Agreement with the Chicago Park District for the Conveyance of Land and the Use of Certain Athletic Facilities to be constructed as Part of the New South Shore School North Campus

User Group: Real Estate

Services: Use of Certain Athletic Facilities

Status: In negotiations

2. 08-1022-OP2: Amend Board Report 04-0922-OP7: Approve Entering into a Lease Agreement with the Architecture, Construction and Engineering Technical Charter School for Use of Portion of the School Building Located at 5410 South State Street.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

 09-0624-PR14: Amend Board Report 08-0723-PR15: Approve Exercising the First and Second Options to Renew Two Agreements with Quantum Crossings, LLC for Telecommunications Maintenance, Cabling, and Services for Moves, Adds, and Changes.

User Group: Information & Technology Services Services: Telecommunications Maintenance

Status: In negotiations

4. 09-0624-PR15: Amend Board Report 08-0827-PR15: Approve Exercising the First Option to Renew Two Agreements with Sentinel Technologies, Inc. to Provide Enterprise Server and Network Maintenance Support Services.

User Group: Information & Technology Services

Services: Server and Network Maintenance Support Services

Status: In negotiations

5. 09-0624-PR33: Approve Exercising the Fourth Option to Renew the Joint Participation Agreement with New Leaders for New Schools to Provide Principal Internship Program Services.

User Group: Office of Human Resources Services: Principal Internship Program Services

Status: In negotiations

6. 09-0722-OP3: Approve Entering into a Master Intergovernmental License Agreement with Chicago Park District for Use of Facilities.

User Group: Office of Real Estate Services: License Agreement Status: In negotiations

7. 09-0826-PR25: Approve Exercising the First Option to Renew the Agreement with ARAG Insurance Company to Provide Access to Legal Services Network for Chicago Public School Employees.

User Group: Department of Human Resources

Services: Legal Services Network

Status: In negotiations

8. 09-0826-PR28: Ratify Exercising the First Option to Renew the Agreement with the Erikson Institute to Provide Professional Development Consulting Services

User Group: New School Development

Services: Consulting Services Status: In negotiations

9. 09-0826-PR29: Ratify Exercising the First Option to Renew the Agreement with University of Chicago for Professional Development Consulting Services.

User Group: New School Development

Services: Consulting Services Status: In negotiations

10. 09-0826-PR33: Approve Exercising the Second Option to Renew the Agreement with the University of Chicago for Consulting Services Provided by the Chapin Hall Center for Children

User Group: Office of Specialized Services

Services: Consulting Services Status: In negotiations

11. 09-0923-EX2: Approve Entering into an Intergovernmental Agreement with the City of Chicago

Relating to the SmartChicago Broadband Expansion Project

User Group: Chief Administrative Office

Services: Smartchicago Broadband Expansion Project

Status: In negotiations

12. 09-1028-PR6: Amend Board Report 09-0527-PR14: Approve Exercising the Second Option to Renew Agreements with Advotek, Inc. and Dell Marketing, L.P. for the Purchase and/or Lease of Network Servers.

User Group: Ali Schools, and areas

Services: Purchase and Lease of Network Servers

Status: In negotiations

13. 09-1028-PR15: Approve Exercising the First Option to Renew the Agreement with Coghlan Kukankos LLC, Formerly Known as Coghlan Kukankos Cook Law Offices, to Provide Subrogation Claims Management Services.

User Group: Office of Human Resources

Services: Subrogation Claims Management Services

Status: In negotiations

14. 09-1123-EX10: Amend Board Report 09-0923-EX3: Amend Board Report 09-0527-EX5. Amend Board Report 08-1217-EX3: Amend Board Report 08-0723-EX12: Amend Board Report 08-0423-EX8: Amend Board Report 07-1024-EX3: Amend Board Report 06-1220-EX3: Amend Board Report 06-222-EX14: Approve the Renewal of the Charter School Agreement with L.E.A.R.N. Charter School.

User Group: Office of New Schools

Services: Charter School Status: In negotiations

15. 09-1123-EX11: Approve the Granting of a Charter and Entering into a Charter School Agreement

with Academy for Global Citizenship, an Illinois Not-For-Profit Corporation.

User Group: Office of New Schools

Services: Charter School Status: In negotiations

16. 09-1123-EX12: Approve the Granting of a Charter and Entering into a Charter School Agreement with Catalyst Schools, and Illinois Not-For-Profit Corporation.

User Group: Office of New Schools

Services: Charter School Status: In negotiations

17. 09-1123-EX13: Approve the Granting of a Charter and Entering into a Charter School Agreement with Epic Academy Inc., an Illinois Not-For-Profit Corporation.

User Group: Office of New Schools

Services: Charter School Status: In negotiations

 09-1123-EX17: Approve the Granting of a Charter and Entering into a Charter School Agreement with Union Park High Schools, Inc., an Illinois Not-For-Profit Corporation.

User Group: Office of New Schools

Services: Charter School Status: In negotiations

19. 09-1123-PR7: Approve the Pre-Qualification Status of and Entering into Agreements with Contractors to Provide Demolition and Site Preparation Services for the Board of Education

User Group: Facility Operations & Maintenance Services: Demolition and Site Preparation Services

Status: In negotiations

20. 09-1123-PR18: Ratify Entering into an Intergovernmental Agreement with the Chicago Police

Department to Accept FY 2009 SOS Grant. User Group: Office of School Safety and Security

Services: SOS Grant Status: In negotiations

21. 09-1216-OP1: Ratify a lease Agreement with Aspira of Illinois, Inc., for Rental of The Haugan

School Building at 3729 W. Leland Avenue. User Group: Office of Real Estate

Services: Lease Agreement Status: In negotiations

22. 09-1216-PR3: Approve Exercising the Option to Renew the Agreements with Berland Printing, Inc., K & M Printing Company, Inc., GEM Acquisition Company, Inc. D/B/A GEM Business Forms for the Purchase of Printing and Reprographic Services.

User Group: Office of Contracts and Procurement Services: Printing and Reprographic Services

Status: In negotiations

23. 09-1216-PR10: Amend Board Report 08-0625-PR4: Approve Entering into Agreements with Various Vendors and Leasing Agents for the Purchase of Lease and Laptop Computers and Associated Services.

User Group: All schools and area instructional offices, and central office departments

Services: Purchase and Lease of Desktop and Laptop Computers

Status: In negotiations

24. 09-1216-PR20: Approve Entering into an Agreement with System Development Integral on, LLC

for Network Monitoring and Management System Services

User Group: Information & Technology Services Services: Information & Technology Services

Status: In negotiations

25. 09-1216-PR22: Approve Entering into an Agreement with Chicago Arts Partnerships in Education (CAPE) for Professional Development, Support Services and Materials.

User Group: Office of Academic Enhancement

Services: Professional Development, Support Services and Materials

Status: In negotiations

26. 09-1216-PR23: Approve Exercising the Final Option to Renew the Agreement with Chicago Arts Partnership in Education (CAPE) for Professional Development, Support Services, and Materials

User Group: Office of Academic Enhancement

Services: Professional Development, Support Services and Materials

Status: In negotiations

27. 09-1216-PR27: Approve Entering into an Agreement with National Board for Professional Teaching Standards for Consulting Services.

User Group: Office of Human Capital Services: Consulting Services

Status: In negotiations

28. 10-0127-OP1: Amend Board Report 08-0625-OP8: Approve Entering into an Intergovernmental Agreement with the Chicago Park District for the Lease of Land and the Use of Certain Athletic Facilities to be Constructed as Part of the New Lee/Pasteur Area School.

User Group: Chief Operating Officer

Services: Lease Agreement Status: In negotiations

29. 10-0127-PR2: Approve Exercising the Second Option to Renew the Pre-Qualification Status of and the Agreements with Contractors to Provide Environmental Contracting Services.

User Group: Facility Operations & Maintenance Services: Environmental Contracting Services

Status: In negotiations

30. 10-0127-PR17: Approve Entering into an Agreement with Great-West Life & Annuity Insurance

Company for Defined Contribution Retirement Services. User Group: Department of Human Capital

Services: Defined Contribution Retirement Services

Status: In negotiations

31. 10-0127-PR18: Approve the Pre-Qualification Status of and Entering into Agreements with Consultants to Provide Oracle Consulting Services.

User Group: Office of Human Capital Services: Oracle Consulting Services

Status: In negotiations

32. 10-0224-EX15: Ratify Exercising the First Option to Renew the Memorandum of Understanding with Chicago Charter School Foundation (Chicago International Charter School) to Participate in the Real/Chicago Teacher Advancement Program.

User Group: Office of Human Capital
Services: Teacher Advancement Program

Status: In negotiations

33. 10-0224-OP1: Approve Entering into a Lease Agreement with Chicago Charter School Foundation for Rental of the Carver Middle School Building at 801 E. 133<sup>rd</sup> Place.

User Group: Facility Operations and Maintenance

Services: Lease Agreement Status: In negotiations

34. 10-0224-OP2: Approve Entering into a Lease Agreement with Epic Academy Inc. for Rental of

the South Chicago School Building at 8255 S. Houston. User Group: Facility Operations and Maintenance

Services: Lease Agreement Status: In negotiations

35. 10-0224-OP3: Approve Entering into a Lease Agreement with L.E.A.R.N. Charter School for

Rental of the Thorp School Building at 8914 S. Buffalo User Group: Facility Operations and Maintenance

Services: Lease Agreement Status: In negotiations

36. 10-0224-OP4: Approve Entering into a Lease Agreement with Noble Network of Charter Schools

for Rental of the Reed School Building at 6350 S. Stewart.

User Group: Facility Operations and Maintenance

Services: Lease Agreement Status: In negotiations

37. 10-0224-OP5: Approve Entering into a Lease Agreement with Urban Prep Academies, Inc for

Rental of the Carter School Building at 2908 W. Washington.

User Group: Facility Operations and Maintenance

Services: Lease Agreement Status: In negotiations

38. 10-0224-OP7: Approve Entering into a Lease Agreement with the City of Chicago for the Land and Building Located at 363 W. Hill Street.

User Group: Facility Operations and Maintenance

Services: Lease Agreement Status: In negotiations

39. 10-0224-PR12: Approve Entering into an Agreement with Woodlawn Children's Promise Zone for Consulting Services.

User Group: Office of Extended Learning Opportunities

Services: Consulting Services Status: In negotiations

II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:

None

President Richardson-Lowry thereupon declared Board Reports 10-0526-OP1 through 10-0526-OP5, 10-0526-BD1, 10-0526-MS1, 10-0526-MS2 10-0526-ED5, 10-0526-ED6, 10-0526-EX13; 10-0526-EX14 and 10-0526-AR2 accepted.

#### **OMNIBUS**

At the Regular Board Meeting of May 26, 2010 the foregoing motions, reports and other actions set forth from number 10-0526-MO1 through 10-0526-AR12 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Under the heading of Unfinished Business from the Board Meeting of April 28, 2010, Board Report 10-0428-PO1 was withdrawn, Board Report 10-0428-PR33 was deferred, and Board Reports 10-0428-PR34 and 10-0428-PR41 were withdrawn.

At the Regular Board Meeting of May 26, 2010 Board Report 10-0526-PR1 was deferred, and Board Report 10-0526-PR22 was withdrawn.

#### **ADJOURNMENT**

President Richardson-Lowry moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Richardson-Lowry thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of May 26, 2010 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

Estela G. Beltran Secretary

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