



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

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**Regular Meeting-Wednesday, November 14, 2012  
10:30 A.M.  
(125 South Clark Street)**

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**Published by the Authority of the Chicago Board of Education**

**David J. Vitale  
President**

**Estela G. Beltran  
Secretary**



ATTEST:

  
Secretary of the Board of Education  
of the City of Chicago

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

**PRESENT:** Dr. Bienen, Mr. Ruiz, Ms. Pritzker, Ms. Zopp, and President Vitale – 5

**ABSENT:** Dr. Hines and Mr. Sierra – 2

**ALSO PRESENT:** Dr. Barbara Byrd-Bennett, Chief Executive Officer, Mr. James Bebley, General Counsel, Marquis D. Watson, Honorary Student Board Member, and Georgina Espinoza, Shadow Student.

**ABSENT:** None

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

President Vitale thereupon opened the floor to the CEO Report segment of the Board Meeting. Dr. Byrd-Bennett, Chief Executive Officer, proceeded with a presentation on the proposed community engagement process for school actions. Mr. James Bebley, General Counsel proceeded with a presentation on Rescind Board Report 04-0623-PO1 Adopt a New Healthy Snack and Beverage Policy [12-1114-PO1].

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

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

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

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

Board Member Zopp presented the following Motion:

**12-1114-MO1**

**MOTION TO HOLD A CLOSED SESSION**

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

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

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

**Dr. Bienen moved to adopt Motion 12-1114-MO1.**

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

**Yeas: Dr. Bienen, Mr. Ruiz, Ms. Pritzker, Ms. Zopp, and President Vitale – 5**

**Nays: None**

**President Vitale thereupon declared Motion 12-1114-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 November 14, 2012, beginning at 12:46 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6<sup>th</sup> Floor, and Chicago Illinois 60603.**

**(2) PRESENT: Dr. Bienen, Mr. Ruiz, Ms. Pritzker, Ms. Zopp\*, and President Vitale – 5**

**\*Note: Board Member Andrea Zopp left meeting at approximately 12:50 p.m. and returned at approximately 2:15 p.m.**

**(3) ABSENT: Dr. Hines and Mr. Sierra - 2**

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

**No votes were taken in Closed Session.**

**After Closed Session the Board reconvened.**

**Members present after Closed Session: Dr. Bienen, Mr. Ruiz, Ms. Pritzker, Ms. Zopp, and President Vitale – 5**

**Members absent after Closed Session: Dr. Hines and Mr. Sierra - 2**

**President Vitale thereupon proceeded with Agenda Items.**

12-1114-AR3

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR  
JEANNETTE ACOSTA – CASE NOS. 09 WC 19925 and 09 WC 19926**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Authorized settlement of the Workers' Compensation claim of Jeannette Acosta, Case Nos. 09 WC 19925 and 09 WC 19926 and subject to the approval of the Illinois Commission, in the amount of **\$70,000.00**.

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

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

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2013..... \$70,000.00

**PERSONNEL IMPLICATIONS:** None

**GENERAL CONDITIONS:**

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

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

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

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

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

12-1114-AR4

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR  
MYRI PEARSON JEANTY – CASE NO. 09 WC 46048**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Authorized settlement of the Workers' Compensation claim of Myri Pearson Jeanty, Case No. 09 WC 46048 and subject to the approval of the Illinois Commission, in the amount of **\$66,227.27**.

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

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

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** Charge to Workers' Compensation Fund - General Fixed Charges Account #12470-210-57605-119004-000000 FY 2013..... \$66,227.27

**PERSONNEL IMPLICATIONS:** None

**GENERAL CONDITIONS:**

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

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

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

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

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

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

**Yeas: Dr. Bienen, Mr. Ruiz, Ms. Pritzker, Ms. Zopp, and President Vitale – 5**

**Nays: None**

**President Vitale indicated that if there were no objections, Board Reports 12-1114-AR3 and 12-1114-AR4 would be adopted by the roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 12-1114-AR3 and 12-1114-AR4 adopted.**

**12-1114-AR5**

**DEBARMENT OF RAPHAEL BOGHOSIAN and SHIRLANN BOGHOSIAN**

**THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING RECOMMENDATION:**

That the Board of Education of the City of Chicago (“Board”) fully and permanently debar RAPHAEL BOGHOSIAN and SHIRLANN BOGHOSIAN (collectively, “Respondents”) from doing any business with the Board.

On August 17, 2012, the Board’s Chief Purchasing Officer filed and served on Respondents a Notice of Proposed Debarment (“Notice”), initiating interim constraints and a debarment proceeding against them, asserting that Raphael Boghosian obtained a vendor number for Shirlann Boghosian, and used it in submitting invoices for services he performed for North Grand High School, to evade the \$25,000 spending limit imposed by Board Rule section 7–2(b)(1), and that Shirlann Boghosian was complicit in this “stringing” scheme. Raphael Boghosian submitted his and his wife’s invoices for services he alone provided in excess of \$25,000 for the school years 2006–2007, 2007–2008, 2008–2009 and 2009–2010.

Respondents were deemed to have received the Notice of Debarment on August 20, 2012, and under section 4.5(d) of the Debarment Policy, Respondents were required to file a verified, written answer to the Notice on or before September 14, 2012. Section 4.5(d) of the Debarment Policy further provides that a failure to respond “to any allegation in the Notice shall be deemed an admission of that allegation,” and that if “Respondent[s] fail to file a timely Answer to the Notice . . . all of the allegations . . . shall be deemed to be admitted.”

Neither Respondent filed an answer to the Notice, and thus all allegations are deemed admitted. The alleged conduct of Respondents was so egregious that the Notice sought to fully and permanently debar them.

Based on the facts set forth in the Notice, the Chief Administrative Officer, Tim Cawley, recommends that the Board fully and permanently debar all Respondents from doing any business with the Board, effective immediately.

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

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

**FINANCIAL:** None.

**GENERAL CONDITIONS:** None.

12-1114-AR6

**TRANSFER AND APPOINT DEPUTY GENERAL COUNSEL  
DEPARTMENT OF LAW  
(JAMES G. CIESIL)**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:**

Appoint the following named individual to the position listed below effective November 19, 2012.

**DESCRIPTION:**

<b>NAME:</b> James G. Ciesil	Functional Title: External Title Pay Band: Department Position Number Salary	<b>FROM:</b> Manager Senior Assistant General Counsel 7 Law 245061 \$113,347.49	<b>TO:</b> Senior Manager Deputy General Counsel 8 Law 245083 \$124,000.00
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**LSC REVIEW:** LSC approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** Not applicable.

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

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

12-1114-AR7

**TRANSFER AND APPOINT DEPUTY GENERAL COUNSEL  
DEPARTMENT OF LAW  
(RUCHI VERMA)**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING RECOMMENDATION:**

Appoint the following named individual to the position listed below effective November 19, 2012.

**DESCRIPTION:**

<b>NAME:</b> Ruchi Verma	Functional Title: External Title Pay Band: Department Position Number Salary	<b>FROM:</b> Professional III Assistant General Counsel 5 Law 245042 \$64,000	<b>TO:</b> Senior Manager Deputy General Counsel 8 Law 245082 \$104,000.00
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**LSC REVIEW:** LSC approval is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:** Not applicable.

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

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

**President Vitale indicated that if there were no objections, Board Reports 12-1114-AR5 through 12-1114-AR7 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 12-1114-AR5 through 12-1114-AR7 adopted.**

12-1114-EX3

**TRANSFER AND APPOINT CHIEF OF SCHOOLS - ELEMENTARY  
GARFIELD HUMBOLDT NETWORK  
(Wanda Washington)**

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

Transfer and appoint Wanda Washington to the position of Chief of Schools – Elementary (Garfield-Humboldt Network), effective November 15, 2012, at the salary set forth below;

**DESCRIPTION:**

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Wanda Washington	External Title: Deputy Chief of Schools - Garfield Humboldt Network Functional Title: Deputy Position No: 455438 Basic Salary: \$120,000 Pay Band: A08	External Title: Chief of Elementary Schools - Garfield Humboldt Network Functional Title: Officer Position No: 385864 Basic Salary: \$151,131.43 (25.94% increase) Pay Band: A09 Budget Classification: 02061-332-51100-2210808-430136

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

**AFFIRMATIVE ACTION STATUS:** Not applicable.

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

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

12-1114-EX4

**APPROVE APPOINTMENT OF TREASURER  
(Jennie Huang)**

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

Approve the appointment of Jennie Huang to the position of Treasurer, effective November 26, 2012, at the salary set forth below:

**DESCRIPTION:**

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Jennie Huang	New Employee	External Title: Treasurer Functional Title: Officer Position No.: Basic Salary: \$167,000.00 Pay Band: 09 Budget Classification:

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

**AFFIRMATIVE ACTION STATUS:** Not applicable.

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

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

**President Vitale indicated that if there were no objections, Board Reports 12-1114-EX3 and 12-1114-EX4 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 12-1114-EX3 and 12-1114-EX4 adopted.**



12-1114-EX5

**WARNING RESOLUTION – ZOILA GARCIA,  
PRINCIPAL, JOHN GREENLEAF WHITTIER ELEMENTARY SCHOOL**

**TO THE CHICAGO BOARD OF EDUCATION**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

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

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

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

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

**AFFIRMATIVE ACTION REVIEW:** None.

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

**PERSONNEL IMPLICATIONS:** None.

12-1114-EX6

**WARNING RESOLUTION – EDWARD LEAL  
TENURED TEACHER, CHARLES GATES DAWES 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 Edward Leal and that a copy of this Board Report and Warning Resolution be served upon Edward Leal.

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

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

**AFFIRMATIVE ACTION REVIEW:** None.

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

**PERSONNEL IMPLICATIONS:** None.

12-1114-EX7

**WARNING RESOLUTION – LINDA LEAL  
TENURED TEACHER, CHARLES GATES DAWES 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 Linda Leal and that a copy of this Board Report and Warning Resolution be served upon Linda Leal.

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

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

**AFFIRMATIVE  
ACTION REVIEW:** None.

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

**PERSONNEL  
IMPLICATIONS:** None.

12-1114-EX8

**WARNING RESOLUTION – GWENDOLYN EDWARDS  
TENURED TEACHER, CITYWIDE POSITION**

**TO THE CHICAGO BOARD OF EDUCATION:**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

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

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

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

**AFFIRMATIVE  
ACTION REVIEW:** None.

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

**PERSONNEL  
IMPLICATIONS:** None.

12-1114-EX9

**WARNING RESOLUTION – ESTHER LEE  
TENURED TEACHER, CITYWIDE POSITION**

**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 Lee and that a copy of this Board Report and Warning Resolution be served upon Esther Lee.

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

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

**AFFIRMATIVE  
ACTION REVIEW:** None.

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

**PERSONNEL  
IMPLICATIONS:** None.

12-1114-EX10

**WARNING RESOLUTION – JOANNE WINKLER  
TENURED TEACHER, CITYWIDE POSITION**

**TO THE CHICAGO BOARD OF EDUCATION:**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

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

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

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

**AFFIRMATIVE  
ACTION REVIEW:** None.

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

**PERSONNEL  
IMPLICATIONS:** None.

President Vitale indicated that if there were no objections, Board Reports 12-1114-EX5 through 12-1114-EX10 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 12-1114-EX5 through 12-1114-EX10 adopted.

12-1114-EX11

**ADOPT FINDING THAT FORMER PUPIL IS A NON-RESIDENT  
OF THE CITY OF CHICAGO INDEBTED TO THE  
CHICAGO PUBLIC SCHOOLS FOR NON-RESIDENT TUITION**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

That the Chicago Board of Education: (i) find that the custodial parents of former CPS pupil (ID #50238112) were non-residents of the City of Chicago from the time they enrolled the pupil through the present, for the time that the identified student attended CPS schools; (ii) hold the pupil's custodial parent accountable as indebted to the Board for non-resident tuition for the pupil's attendance in the Chicago Public Schools for the student's respective times of enrollment, which occurred between 2011 through 2012, in the total amount of \$10,039.62; (iii) reject any objections by the parents to the Board's findings; and (iv) bar the pupils from continued and/or future attendance in the Chicago Public Schools unless and until all non-resident tuition owed is paid in full.

**DESCRIPTION:**

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

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

**AFFIRMATIVE**

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

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

**PERSONNEL**

**IMPLICATIONS:** None.

President Vitale indicated that if there were no objections, Board Report 12-1114-EX11 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Report 12-1114-EX11 adopted.

12-1114-RS7

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO REGARDING  
THE DISMISSAL OF JULIE A. LABNO TENURED TEACHER,  
ASSIGNED TO TEAM ENGLEWOOD HIGH SCHOOL**

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

**WHEREAS**, after the conclusion of the dismissal hearing afforded to Julie Labno, the Hearing Officer made written findings of fact and conclusions of law, and recommended the discharge of Ms. Labno; 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 Kossoff regarding the dismissal charges preferred against Julie A. Labno; 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 Kossoff's recommendation; and

**WHEREAS**, the Board of Education of the City of Chicago accepts the findings and conclusions of the hearing officer, and finds that the record establishes facts that constitute cause for dismissal of Ms. Labno.

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

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

**Section 2:** Julie A. Labno is hereby dismissed from her employment with the Board of Education of the City of Chicago effective November 14, 2012.

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

**THEREFORE**, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on November 14, 2012.

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

**For the record, this Resolution accepts the hearing officer's recommendation. Julie A. Labno is hereby dismissed.**

12-1114-RS8

**RESOLUTION BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO  
REGARDING THE DISMISSAL OF KIM DAVID TETZLOFF, TENURED TEACHER,  
ASSIGNED TO KENNEDY HIGH 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, Robert Perkovich, appointed by the Illinois State Board of Education; and

**WHEREAS**, after the conclusion of the dismissal hearing afforded Kim David Tetzloff, the hearing officer made written findings of fact and conclusions of law, and recommended the dismissal of Kim David Tetzloff; 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 Perkovich regarding the dismissal charges preferred against Kim David Tetzloff; 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 Perkovich's recommendation; and

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

WHEREAS, it is the opinion of the Board of Education of the City of Chicago that Kim David Tetzloff 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: Kim David Tetzloff is hereby dismissed from his employment with the Board of Education of the City of Chicago.

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

THEREFORE, this Resolution is hereby adopted by the members of the Board of Education of the City of Chicago on November 14, 2012.

The Secretary presented the following Statement for the Public Record:

For the record, this Resolution accepts the hearing officer's recommendation. Kim David Tetzloff is hereby dismissed.

12-1114-RS9

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

WHEREAS, on November 7, 2012 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Policy 04-0728-PO1:

<u>Name</u>	<u>School</u>	<u>Effective Date</u>
Claudia Torres	Infinity Math, Science and Tech HS	November 14, 2012

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

12-1114-RS10

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

WHEREAS, November 7, 2012, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84:

<b>Name</b>	<b>School</b>	<b>Effective Date</b>
Christina Allen	City Wide Education General	November 14, 2012
Holly Frank	Jesse Sherwood School	November 14, 2012

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

I would like to note for the record that on November 7, 2012, the Board Members and the Office of the Board received the CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. Her recommendation included the names of the Teachers affected and the reasons. She also noted that the Teachers affected will be notified of their dismissal after adoption of the resolution.

12-1114-RS11

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

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

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

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

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

WHEREAS, the Board has delegated its power to layoff tenured teachers in accordance with the Reassignment Policy to the CEO under Board Rules 2-13, and 4-1 (a), and 4.6; and

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

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

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

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

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

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

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

**ATTACHMENT A**

**REASSIGNED TEACHER(S) SCHEDULED FOR HONORABLE TERMINATION**

<b>First Name</b>	<b>Last Name</b>	<b>Termination Date</b>
Nickolas	Stames	November 24, 2012
Sondra	Rabin	November 24, 2012
Ghaniyya	Lutfi	November 29, 2012
Deidre	Robertson	November 29, 2012
Vanessa	Portis	December 15, 2012

**President Vitale indicated that if there were no objections, Board Reports 12-1114-RS7 through 12-1114-RS11 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 12-1114-RS7 through 12-1114-RS11 adopted.**

**Board Member Ruiz presented the following Motion:**

**12-1114-MO2**

**MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL  
CLOSED SESSION MINUTES FROM OCTOBER 24, 2012**

**MOTION ADOPTED** that the Board adopt the minutes of the closed session meeting of October 24, 2012 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on October 24, 2012 shall be maintained as confidential and not available for public inspection.

**Board Member Zopp moved to adopt Motion 12-1114-MO2.**

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

**Yeas: Dr. Bienen, Mr. Ruiz, Ms. Pritzker, Ms. Zopp, and President Vitale – 5**



**Nays: None**

**President Vitale thereupon declared Motion 12-1114-MO2 adopted.**

**Board Member Zopp presented the following Motion:**

**12-1114-MO3**

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF  
MEETING OPEN TO THE PUBLIC OCTOBER 24, 2012**

**MOTION ADOPTED** that the record of proceedings of the Regular Board Meeting of October 24, 2012 prepared by the Board Secretary be approved and such record of proceedings be posted on the District's website in accordance with Section 2.06(b) of the Open Meetings Act.

**Board Member Bienen moved to adopt Motion 12-1114-MO3**

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

**Yeas: Dr. Bienen, Mr. Ruiz, Ms. Pritzker, Ms. Zopp, and President Vitale – 5**

**Nays: None**

**President Vitale thereupon declared Motion 12-1114-MO3 adopted.**

**12-1114-RS1**

**RESOLUTION APPROVING THE  
2012-2015 ARTS EDUCATION PLAN**

**WHEREAS**, the Board believes that every student deserves to receive a comprehensive and sequential study of every art form, including visual art, music, dance, and drama from pre-K through 12<sup>th</sup> grade;

**WHEREAS**, the arts are recognized as a vital element of a 21<sup>st</sup> century education, with research showing that exposure to and education in the arts significantly decreases dropout rates, improves the likelihood of entering college, increases civic engagement, and ultimately promotes financial success throughout a person's lifetime;

**WHEREAS**, national research indicates that a substantial arts education stimulates innovation, communication, creativity, and critical thinking skills;

**WHEREAS**, the Board values the critical role that certified arts teachers play as the anchors for robust arts programs and creating strong arts partnerships in schools;

**WHEREAS**, the City of Chicago's Department of Cultural Affairs and Special Events (DCASE) through a rigorous community engagement process has named Arts Education as the cornerstone of its Chicago Cultural Plan 2012;

**WHEREAS**, the District's Department of Arts Education has developed a comprehensive, multi-year Arts Education Plan that provides key goals, priorities, and recommendations which will guide the expansion of arts education at all grade levels in the Chicago Public Schools;

**WHEREAS**, the Board recognizes the critical role that all stakeholders played in crafting the District's first-ever Arts Education Plan and wishes to thank teachers, students, principals, parents, arts partners, and the community at large for their commitment to Arts Education;

**WHEREAS**, the Board recognizes the arts (visual art, music, dance, and drama) as a core content area; and

**WHEREAS**, in furtherance of the 2012-2015 Arts Education Plan, the Board intends to provide students with greater flexibility to enroll in a variety of Fine Arts courses to satisfy their high school graduation requirement in Fine Arts.

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

A. The 2012-2015 Arts Education Plan is hereby approved and adopted along with the following six key goals which will drive District arts initiatives:

1. Goal 1-District Arts Policy: Create district-level policies that support the arts in every child's PreK-12 education experience and creating conditions throughout the district that utilize the arts to support student success.
2. Goal 2-Arts Curriculum, Instruction, and Assessment: Ensure that district arts curriculum, instruction, and assessment is consistent, supports arts learning pathways from PreK-12 and utilizes both direct arts instruction and arts integration strategies.
3. Goal 3-Capacity Building: Provide relevant professional development for all stakeholders to build their capacity for improving student learning in and through the arts; developing strategies to address the district's challenges to arts education.
4. Goal 4-Partnership: Facilitate and support strategic partnerships and collaborations in the arts, built upon quality indicators, to enhance student learning at all levels and celebrate and honor student voice, culture, and traditions.
5. Goal 5-Data-Driven Decisions: Build sustainable system infrastructure to track, analyze, and disseminate standardized data on arts instruction and programming.
6. Goal 6-Across All Priorities-Funding: Ensure adequate and sustainable Arts Education funding is equitably distributed across the district and additional funds are available to support arts innovation and school action plans.

B. High school students who earn 2 credits from courses in any two of the four Fine Arts content areas (visual arts, music, dance, and drama/theatre) shall be deemed to satisfy the Fine Arts credit requirements specified in the Board's Policy on the Minimum High School Graduation Requirements (06-0628-PO2). To implement this expanded definition of the Fine Arts content areas, Section I.F. of the Board's Policy on the Minimum High School Graduation Requirements (06-0628-PO2) is hereby amended as follows:

"F. Fine Arts (2.0 credits. A combination of two of the following four content areas. No more than 1.0 credit in one content area may be used towards satisfaction of the Fine Arts requirement):

1. Visual Art or Drafting
2. Music
3. Theatre/Drama
4. Dance"

12-1114-RS2

**RESOLUTION ADOPTING THE AMENDED ANNUAL SCHOOL BUDGET FOR FISCAL YEAR 2013**

**WHEREAS**, on August 22, 2012, pursuant to Section 34-43 of the Illinois School Code (the "Code"), the Board of Education of the City of Chicago (the "Board") adopted an Annual School Budget for Fiscal Year 2013 (the "Budget"); and

**WHEREAS**, pursuant to Section 34-47 of the Code the Board may amend its budget by the same procedure provided for the adoption of the original budget; and

**WHEREAS**, the Board has agreed upon a tentative collective bargaining agreement with the Chicago Teachers Union; and

**WHEREAS**, that agreement requires additional appropriation authority in Fiscal Year 2013 above what was adopted by the Board on August 22, 2012; and

**WHEREAS**, the Board wishes to amend the Budget adopted on August 22, 2012 to provide the appropriation authority and revenues necessary to implement the tentative collective bargaining agreement with the Chicago Teachers Union;

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

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

(a) Pursuant to section 34-43 of the Code, the Board has previously established standards by which its budgets shall be balanced in each fiscal year, consistent with the requirements of the Code. These standards and policies established by the Board in the August 22, 2012 resolution approving the Budget remain in force and govern this Amended Budget;

(b) The Amended Budget was prepared in tentative form by the Board and was available for public inspection for at least fifteen days prior to adoption (to wit, since October 5, 2012) by having at least five copies of the tentative budget on file in the Office of the Board.

(b) On November 5, 2012 two public hearings were held concerning the adoption of the Amended Budget; notice of such hearings having been given by publication in a newspaper of general circulation in the City of Chicago and on the [www.cps.edu](http://www.cps.edu) website.

**Section 2. Budget Approval.** The Amended Budget is adopted.

**Section 3. Severability.** To the extent that any prior resolution or policy of the Board (excluding Board Rules) is in conflict with the provisions of this Resolution, the provisions of this Resolution shall be controlling. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Resolution.

**Section 4. Effectiveness.** This Resolution is effective immediately upon its adoption.

12-1114-RS3

**RESOLUTION PROVIDING FOR THE ISSUE OF UNLIMITED TAX  
GENERAL OBLIGATION BONDS (DEDICATED REVENUES), SERIES 2012, OF  
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO IN AN  
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$180,000,000,  
FOR THE PURPOSE OF PAYING PART OF THE COST OF CERTAIN  
CAPITAL IMPROVEMENTS IN AND FOR SAID BOARD**

WHEREAS, pursuant to the provisions of Article 34 of the School Code of the State of Illinois, as amended (the “**School Code**”), the City of Chicago (the “**City**”), having a population exceeding 500,000, constitutes one school district (the “**School District**”), which is a body politic and corporate by the name of the “*Board of Education of the City of Chicago*” (the “**Board**”); and

WHEREAS, the Board is governed by the seven-member Chicago Board of Education, as successor to the Chicago School Reform Board of Trustees (the “**School Board**”); and

WHEREAS, the School Board has heretofore determined that it is advisable, necessary and in the best interests of the Board and the residents of the School District to construct, acquire and equip school and administrative buildings, site improvements and other real and personal property in and for the School District (the “**Project**”), all in accordance with the estimates of cost, including the Board’s Capital Improvement Program, as heretofore approved and from time to time amended by the Board; and

WHEREAS, for the purpose, among others, of providing funds to pay a portion of the cost of the Project and of refunding certain obligations of or issued on behalf of the Board and in accordance with the provisions of the Local Government Debt Reform Act, as amended, of the State of Illinois (the “**Act**”), the School Board, on September 25, 2012, adopted a resolution (the “**2012 Authorization**”) authorizing the issuance of alternate bonds in an aggregate principal amount not to exceed \$750,000,000 (the “**2012 Authorization Bonds**”) and payable from any and all of the following revenue sources: (i) not more than \$150,000,000 of the State Aid

payments to be made to the Board in any year pursuant to Article 18 of the School Code, or such successor or replacement act as may be enacted in the future, (ii) amounts allocated and paid to the Board from the Personal Property Tax Replacement Fund of the State of Illinois pursuant to Section 12 of the State Revenue Sharing Act of the State of Illinois, as amended, or from such successor or replacement fund or act as may be enacted in the future, (iii) proceeds of all or any portion of a capital improvement tax levied and extended, and to be levied and extended by the Board pursuant to Article 34 of the School Code, (iv) any monies lawfully available to and validly accepted by the Board pursuant to any intergovernmental agreement by and between the School District and the City (including, but not limited to, tax increment financing) or pursuant to an agreement with the Chicago Infrastructure Trust, (v) school construction project or debt service grants to be paid to the Board pursuant to the School Construction Law of the State of Illinois or such successor or replacement act as may be enacted in the future, (vi) investment returns and earnings from funding obligations or investments of the Board and the investment of any of the foregoing sources, (vii) rental income derived from Board property, and (viii) grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof (collectively, the “**Pledged Revenues**”); and

WHEREAS, pursuant to and in accordance with the Act and the 2012 Authorization, the Board has caused to be published on September 28, 2012 in the *Chicago Sun-Times*, a newspaper of general circulation within the School District, a copy of the 2012 Authorization and a notice that the Alternate Bonds are subject to a “*back-door referendum*” under the Act; and

WHEREAS, no petition asking that the issuance of the 2012 Authorization Bonds be submitted to referendum has ever been filed with the Secretary of the Board and the 2012 Authorization Bonds are authorized to be issued; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, the Board called a public hearing (the “**Hearing**”) for September 25, 2012, concerning the intent of the Board to sell up to \$750,000,000 of the 2012 Authorization Bonds; and

WHEREAS, notice of the Hearing was given by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Chicago Sun-Times*, the same being a newspaper of general circulation in the School District, and by posting a copy of the notice at least forty-eight (48) hours before the Hearing at the principal office of the Board; and

WHEREAS, the Hearing was held on September 25, 2012 and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on September 25, 2012; and

WHEREAS, the Board has not previously issued any bonds under the 2012 Authorization; and

WHEREAS, the Board desires at this time, pursuant to the 2012 Authorization, to adopt this Resolution providing for the issuance of Alternate Bonds in an amount not to exceed \$180,000,000 for the purpose of paying (i) all or a portion of the costs of the Project and of refunding certain obligations of or issued on behalf of the Board, (ii) capitalized interest on such bonds, and (iii) costs of issuance of such bonds, including the cost of bond insurance or other credit enhancement, all on the terms and conditions set forth in this Resolution; and

WHEREAS, the Alternate Bonds to be issued pursuant to this Resolution in accordance with the 2012 Authorization are herein referred to as the “**Bonds**”; and

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

WHEREAS, the Bonds of each such Series will be payable from (i) such of the Pledged Revenues as shall be determined by a Designated Official (as hereinafter defined) at the time of sale of such Bonds; and (ii) the ad valorem taxes levied or to be levied against all of the taxable property in the School District without limitation as to rate or amount pursuant to **Section 3** of this Resolution (the “**Pledged Taxes**”), for the purpose of providing funds in addition to the Pledged Revenues and investment earnings thereon to pay the principal of and interest on the Bonds; and

WHEREAS, the Bonds of each Series will be issued under and secured by a Trust Indenture (each, an “**Indenture**”) between the Board and such bank, trust company or national banking association appointed to serve as trustee under the Indenture as provided in **Section 2(a)** hereof (the “**Trustee**”); and

WHEREAS, the Bonds will be further secured by the Funds, Accounts and Sub-Accounts established and pledged pursuant to the applicable Indenture; and

WHEREAS, the Board may elect to pay the debt service on the Bonds from time to time in the future from certain interest income, certain property tax revenues and other budgetary sources and in accordance with Section 13 of the Act, the Board may elect to pledge additional

moneys of the Board, which may be deposited into one or more special funds of the Board, to pay the debt service on the Bonds; and

WHEREAS, the Pledged Revenues, with the possible exception of the rental income derived from Board property and of certain grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof as described above, constitute a “governmental revenue source” pursuant to the Act; and

WHEREAS, the Board has determined that the Pledged Revenues, together with estimated investment earnings thereon and moneys held in the funds and accounts pursuant to the Indenture, will provide in each year an amount not less than 1.10 times annual debt service on the Bonds to be paid from such governmental revenue sources and 1.25 times annual debt service on the Bonds to be paid from any rental income derived from Board property and from certain grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof that do not constitute a governmental revenue source as described in the prior paragraph, which determination is supported either by the audit of the School District for the most recent fiscal year ending not earlier than 18 months previous to the time of issuance of the Bonds, currently the fiscal year ended June 30, 2011 (the “**Audit**”) or is alternatively supported by the report of a feasibility analyst with a national reputation for expertise applicable to such revenue source (the “**Feasibility Report**”), demonstrating the projected sufficiency of the Pledged Revenues to provide the School District with revenues, including without limitation amounts available to the School District in later years and estimated investment earnings thereon and moneys held in the funds and accounts pursuant to the Indenture, in an amount not less than 1.10 times annual debt service on the Bonds to be paid from governmental revenue sources and 1.25 times annual debt service on the Bonds to be paid from rental income derived from Board property or from certain grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof that do not constitute a governmental revenue source which Audit the Board has heretofore accepted and approved and which Feasibility Report shall be accepted and approved on behalf of the Board by the Chief Financial Officer (as defined herein) prior to the issuance of any Bonds supported by a revenue source not supported by the Audit; and

WHEREAS, the Bonds of a Series may be sold: (i) to an underwriter or a group of underwriters (the “**Underwriters**”) to be designated by the Chief Financial Officer of the Board (the “**Chief Financial Officer**”) with respect to one or more Series of the Bonds pursuant to a separate Contract of Purchase (each, a “**Bond Purchase Agreement**”) between the Underwriters

and the Board, (ii) in a private placement with an individual investor or group of investors to be designated by the Chief Financial Officer (the “**Placement Purchasers**”) with respect to one or more Series of the Bonds pursuant to a separate Placement Agreement between the Placement Purchasers and the Board or other similar agreement for the sale and purchase of the Bonds (each, a “**Placement Agreement**”) or (iii) following distribution of a Notice of Sale and a competitive bidding process, to a bidder or syndicate submitting an offer to purchase one or more Series of the Bonds determined by the Chief Financial Officer to be in the best financial interest of the Board (the “**Competitive Purchasers**” and, together with the Underwriters and the Placement Purchasers being referred to herein as the “**Purchasers**”) pursuant to an agreement between the Competitive Purchasers and the Board (each, a “**Competitive Sale Agreement**” and, together with the Bond Purchase Agreement and the Placement Agreement, a “**Purchase and Sale Agreement**”); and

WHEREAS, the Board and the City previously entered into an Intergovernmental Agreement dated as of April 1, 2002, (the “*Teachers’ Academy Project Intergovernmental Agreement*”) pursuant to which the City agreed to issue to the Board its Tax Increment Allocation Revenue Note (24<sup>th</sup>/Michigan Redevelopment Project), Series 2002A (the “*2002A City Note*”), for the purpose of paying a portion of the cost of, or reimbursing the School District for the payment of the cost of, certain improvements described in the Teachers’ Academy Project Intergovernmental Agreement; and

WHEREAS, the Board and the City previously entered into an Intergovernmental Agreement dated as of November 24, 2004, (the “*Benito Juarez Community Academy Project Intergovernmental Agreement*”, and together with the Teachers’ Academy Project Intergovernmental Agreement, the “*Intergovernmental Agreements*”) pursuant to which the City agreed to issue to the Board its Tax Increment Allocation Revenue Note (Pilsen Redevelopment Project), Series 2004G (the “*2004G City Note*”, and together with the *2002A City Note*, the “*City Notes*”), for the purpose of paying a portion of the cost of, or reimbursing the School District for the payment of the cost of, certain improvements described in the Benito Juarez Community Academy Project Intergovernmental Agreement; and

WHEREAS, the Board previously issued its \$48,970,000 original aggregate principal amount of Unlimited Tax General Obligation Bonds (Dedicated Revenues), Series 2002A (the “*2002A Bonds*”), and its \$12,500,000 original aggregate principal amount of Unlimited Tax General Obligation Bonds, (Dedicated Revenues-Benito Juarez Community Academy Project),

Series 2004G (the “2004G Bonds”), which 2002A Bonds and 2004G Bonds are payable out of all payments of principal of and interest on the 2002A City Note and 2004G City Note, respectively, whenever received, and other sources, all pursuant to the respective trust indentures under which such bonds were issued; and

WHEREAS, the City may elect to prepay certain of its outstanding obligations under the Intergovernmental Agreements and respective City Notes, and in the event of any such prepayment, it is necessary for the Board to authorize the redemption or defeasance, as appropriate, of the respective outstanding 2002A Bonds and 2004G Bonds, as applicable, in accordance with the indentures under which such bonds were issued; and

WHEREAS, in connection with the possible refunding, redemption or defeasance of the outstanding 2002A Bonds and 2004G Bonds, it is necessary for the Board to authorize the amendment of the Intergovernmental Agreements and of the City Notes to reflect any applicable reduction in payments to be made by the City under the respective City Note and any other changes in such documents determined to be required by a Designated Official; and

WHEREAS, it is necessary for the Board to authorize the sale and issuance of the Bonds and to approve and to authorize and direct the sale of the Bonds pursuant to one or more of the methods described above, together with the execution of the Indentures, the Purchase and Sale Agreements and certain other agreements and the performance of acts necessary or convenient in connection with the implementation of this Resolution and the issuance of the Bonds:

NOW, THEREFORE, Be It Hereby Resolved by the Chicago Board of Education of the Board of Education of the City of Chicago, as follows:

1. *Incorporation of Preambles.* The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

2. *Issuance of Bonds.* (a) There shall be authorized the borrowing on the credit of and for and on behalf of the Board the aggregate principal amount of not to exceed \$180,000,000 for the purpose of paying (i) all or a portion of the costs of the Project and of refunding certain obligations of, or issued on behalf of, the Board, (ii) capitalized interest on the Bonds (but only as and to the extent permitted by applicable law), and (iii) costs of issuance of the Bonds, including the cost of bond insurance or other credit enhancement; and the Bonds may be issued from time to time, in one or more Series, in said aggregate principal amount, or such lesser aggregate principal amounts, as may be determined by either the President of the School Board or the Chief Financial Officer (each, a “**Designated Official**”). The Bonds of each Series shall be designated “*Unlimited Tax General Obligation [Refunding] Bonds (Dedicated Revenues)*,”



*Series 2012\_*,” with such additions, modifications or revisions as shall be determined to be necessary by either of the Designated Officials at the time of the sale of such Bonds to reflect the year in which such Bonds are issued, the order of sale of such Bonds, whether such Bonds are Capital Appreciation Bonds, Current Interest Bonds, Convertible Bonds, Variable Rate Bonds, all as defined herein, and any other authorized features of such Bonds determined by either of the Designated Officials as desirable to be reflected in the title of the Bonds being issued and sold as part of such Series. The Designated Officials are each hereby authorized to appoint a Trustee for each Series of the Bonds so issued; provided, that such Trustee shall be a bank, trust company or national banking association doing business and having a corporate trust office in the State of Illinois and having capital and undivided surplus aggregating at least \$15,000,000 or shall be a wholly owned subsidiary of such an entity. The Bonds of each Series shall be issued and secured pursuant to the terms of an Indenture (i) authorizing Capital Appreciation Bonds, Current Interest Bonds, Convertible Bonds (a “**Fixed Rate Indenture**”) or (ii) authorizing Variable Rate Bonds (a “**Variable Rate Indenture**”). Each of the Designated Officials is hereby authorized to execute and deliver, and the Secretary is hereby authorized to attest, each Fixed Rate Indenture or Variable Rate Indenture on behalf of the Board, each such Indenture to be in substantially the respective form executed and delivered in connection with previous issues of Fixed Rate Bonds and Variable Rate Bonds and previous issues of Alternate Bonds secured by some or all of the Pledged Revenues, but with such changes therein as shall be within the authorizations granted by this Resolution as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such Designated Official’s approval and this Board’s approval of any changes or revisions therein from the respective forms of Fixed Rate Indenture and Variable Rate Indenture authorized hereby.

The details of the sale of the Bonds as described in the notification of sale of such Bonds delivered by a Designated Official pursuant to **Section 4(e)** hereof and all provisions relating to the authorized denomination, registration, transfer and redemption of such Bonds, within the limitations set forth herein, shall be set forth in each Indenture executed and delivered by a Designated Official as described herein.

(b) In order to secure the payment of the principal of, redemption price of, interest on and the Compound Accreted Value (as hereinafter defined) of each Series of the Bonds, the Board hereby pledges the Pledged Revenues to the payment thereof, and the Board covenants and agrees to provide for, collect and apply such Pledged Revenues, together with investment earnings thereon and moneys held in the funds and accounts pursuant to each Indenture, to the

payment of the Bonds and the provision of an additional .10 times annual debt service, in the case of Bonds to be paid from a governmental revenue source, or an additional .25 times annual debt service, in the case of Bonds to be paid from rental income derived from Board property or from certain grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof that do not constitute a governmental revenue source. The determination of the sufficiency of the Pledged Revenues and estimated investment earnings pursuant to this paragraph (b) is supported by the Audit or the Feasibility Report, as applicable, and acceptance of the Audit by the Board and of the Feasibility Report by the Chief Financial Officer, on behalf of the Board, shall constitute conclusive evidence that the conditions of Section 15 of the Act have been met. Each of the Designated Officials is authorized to allocate all or a portion of the Pledged Revenues to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of each Series of the Bonds and the Indenture pursuant to which such Series of Bonds is issued and the notification of sale of such Series of the Bonds delivered by the Designated Officials pursuant to **Section 4(e)** hereof shall identify the specific Pledged Revenues allocated to such Series. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the Board, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues and investment earnings as described herein, from the levy of the Pledged Taxes as provided in the Act and as set forth below.

(c) All or any portion of the Bonds may be issued as bonds payable in one payment on a fixed date (the “**Capital Appreciation Bonds**”). Any Bonds issued as Capital Appreciation Bonds shall be dated the date of issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be numbered as determined by the Trustee and shall be in denominations equal to the original principal amounts of such Capital Appreciation Bonds or any integral multiple thereof, each such original principal amount representing Compound Accreted Value (as hereinafter defined) at maturity (the “**Maturity Amount**”) of \$5,000 or any integral multiple thereof. As used herein, the “**Compound Accreted Value**” of a Capital Appreciation Bond on any date of determination shall be an amount equal to the original principal amount plus an investment return accrued to the date of such determination at a semiannual compounding rate which is necessary to produce the yield to maturity borne by such Capital Appreciation Bond.

All or any portion of the Bonds may be issued as Bonds bearing interest at fixed rates and paying interest semiannually (the “**Current Interest Bonds**”). The Current Interest Bonds shall be dated such date as shall be agreed upon by a Designated Official and the purchasers of the

Current Interest Bonds, shall be in fully registered form, shall be in denominations of \$5,000 each and any integral multiple thereof, and shall be numbered as determined by the Trustee.

The Bonds may be initially issued as Capital Appreciation Bonds containing provisions for the conversion of the Compound Accreted Value of such Bonds into Current Interest Bonds (the “**Convertible Bonds**”) at such time following the initial issuance as shall be approved by a Designated Official. While in the form of Capital Appreciation Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this Resolution relating to Capital Appreciation Bonds and while in the form of Current Interest Bonds, such Convertible Bonds shall be subject to all of the provisions and limitations of this Resolution relating to Current Interest Bonds. In connection with the issuance and sale of any Convertible Bonds, the terms and provisions relating to the conversion of the Compound Accreted Value of such Convertible Bonds into Current Interest Bonds shall be contained in the Fixed Rate Indenture executed and delivered by a Designated Official at the time of sale of such Convertible Bonds.

All or any portion of the Bonds may be issued as bonds bearing interest at variable rates adjustable and payable from time to time, including, but not limited to, bonds bearing interest at variable rates that are adjusted and reset from time to time (i) as may be necessary to cause such Bonds to be remarketable from time to time at a price equal to their principal amount or (ii) by means of an auction process (collectively, the “**Variable Rate Bonds**”). The Variable Rate Bonds shall be dated such date as shall be agreed upon by a Designated Official and shall be numbered as determined by the applicable Trustee. All references herein to the payment of principal of any Variable Rate Bonds shall also include the payment of tender or purchase price of such Bonds as shall be specified in the Variable Rate Indenture executed and delivered by a Designated Official pursuant to which such Variable Rate Bonds are issued.

The Bonds shall be dated as of a date not earlier than November 1, 2012, as determined by a Designated Official at the time of sale thereof. The principal of the Bonds shall become due and payable on any date not earlier than December 1, 2013, and not later than December 1, 2052.

Any Bonds issued as Current Interest Bonds, Capital Appreciation Bonds or Convertible Bonds shall either bear interest (computed upon the basis of a 360-day year of twelve 30-day months) payable semiannually on each June 1 and December 1, commencing on or after June 1, 2013, or bear interest payable only at the maturity thereof, at a rate or rates not to exceed 9 percent per annum, all as shall be determined by a Designated Official at the time of sale of such Bonds.

The Variable Rate Bonds shall bear interest from time to time at such rates determined (i) by such remarketing or other indexing agent as shall be selected by a Designated Official for that purpose, (ii) pursuant to such index or indices as shall be selected by a Designated Official for that purpose, which interest rate or rates shall not exceed the maximum permitted by law for obligations of the Board, but in no event more than 15 percent per annum, subject to the provisions of **Section 4(d)** hereof. The method of determining the interest rate to be borne from time to time by the Variable Rate Bonds of any Series shall be specified in the applicable Variable Rate Indenture. Each Variable Rate Bond shall bear interest at such rates payable on such dates as shall be determined by a Designated Official at the time of sale of such Bonds and specified in the applicable Variable Rate Indenture.

(d) The Bonds of each Series may be redeemable prior to maturity at the option of the Board, in whole or in part on any date, at such times and at such redemption prices as shall be determined by a Designated Official at the time of the sale thereof. The Bonds of each Series may be made subject to extraordinary redemption prior to maturity, in whole or in part on any date, at such times and at such redemption prices and upon the occurrence of such conditions, all as shall be determined by a Designated Official at the time of the sale thereof. Redemption prices are to be expressed as a percentage of the principal amount of such Bonds being redeemed, plus accrued interest to the date of redemption; provided that with respect to any Bonds issued as bonds the interest on which is includible in the determination of gross income for federal income tax purposes, the redemption price may alternatively be expressed as a “make whole” amount or similar calculation or formula as shall be determined by a Designated Official at the time of the sale thereof. The Bonds of each Series may be made subject to sinking fund redemption, at par and accrued interest to the date fixed for redemption, as determined by a Designated Official at the time of the sale thereof; provided, that such Bonds shall reach final maturity not later than the date set forth in **Section 2(c)** hereof.

Any Variable Rate Bonds may be made subject to optional or mandatory tender for purchase by the owners thereof at such times and at such prices (to be expressed as a percentage of the principal amount of such Bonds being tendered for purchase) as shall be determined by a Designated Official at the time of sale of such Variable Rate Bonds and specified in the applicable Variable Rate Indenture. In connection with the remarketing of any Variable Rate Bonds so tendered for purchase under the terms and conditions specified in the applicable Variable Rate Indenture, each of the Designated Officials is hereby authorized to execute on

behalf of the Board one or more remarketing agreements with such national banking associations, banks, trust companies, investment bankers or other financial institutions as shall be selected by a Designated Official reflecting the terms and provisions of the Variable Rate Bonds and containing such provisions as the Designated Official executing the same shall determine are necessary or desirable in connection with the sale of some or all of the Bonds as Variable Rate Bonds.

(e) The Bonds of each Series shall initially be issued in book-entry only form as provided in the applicable Indenture. The Bonds shall be executed by the manual or duly authorized facsimile signature of the President of the School Board and attested by the Secretary of the Board by the manual or duly authorized facsimile signature of the Secretary and prepared in the respective forms as provided in the applicable Indenture.

3. *Tax Levy; Pledged Taxes.* (a) For the purpose of providing funds in addition to the Pledged Revenues to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the School District, in the years for which any of the Bonds are outstanding, a direct annual tax for each of the years while the Bonds are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the School District the following direct annual taxes:

FOR THE LEVY YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF
2013	\$16,000,000
2014	16,000,000
2015	16,000,000
2016	16,000,000
2017	16,000,000
2018	16,000,000
2019	16,000,000
2020	16,000,000
2021	16,000,000
2022	16,000,000
2023	16,000,000
2024	16,000,000
2025	16,000,000
2026	16,000,000
2027	16,000,000
2028	16,000,000
2029	16,000,000
2030	16,000,000
2031	25,000,000
2032	50,000,000
2033	70,000,000
2034	50,000,000
2035	50,000,000

provided, that in connection with the issuance of any Variable Rate Bonds, in furtherance of the general obligation, full faith and credit promise of the Board to pay the principal and redemption price of and interest on the Bonds, the Board will take all actions necessary to levy upon all of the taxable property within the School District, in the years for which any of the Bonds are

outstanding, a direct annual tax, including any direct annual tax required to be levied in excess of that levied in this Resolution, for collection on a timely basis to make such payments (the taxes levied or to be levied pursuant to this **Section 3(a)**, being referred to herein as the “**Pledged Taxes**”).

(b) After this Resolution becomes effective, a copy hereof, certified by the Secretary of the Board, shall be filed with each of the County Clerks of The Counties of Cook and DuPage, Illinois (the “**County Clerks**”); and the County Clerks shall in and for each of the years required, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said year in and by the Board for general corporate purposes of the Board; and in said year the Pledged Taxes shall be levied and collected by and for and on behalf of the Board in like manner as taxes for general corporate purposes of the Board for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, if required pursuant to any escrow or similar agreement executed and delivered pursuant to **Section 5** hereof, the taxes hereby levied shall be deposited with the designated bank, trust company or national banking association.

(c) At the time and in the manner set forth in each Indenture, the Board shall direct the abatement of the Pledged Taxes in whole or in part.

(d) The notification of sale of any Series of the Bonds delivered by the Designated Officials pursuant to **Section 4(e)** hereof may provide for the allocation of all or a portion of the Pledged Taxes levied for any year pursuant to this Resolution to the payment of the principal and redemption price of and interest on such Series of the Bonds.

4. *Sale of the Bonds; Purchase and Sale Agreements.* (a) Each Series of the Bonds shall be sold and delivered to the Purchasers, subject to the terms and conditions of the applicable Purchase and Sale Agreement; provided, (i) that the aggregate purchase price of any Current Interest Bonds or Variable Rate Bonds shall not be less than 97 percent of the principal amount thereof to be issued (less any original issue discount used in the marketing thereof) plus accrued interest from their date to the date of delivery thereof, (ii) that the aggregate purchase price of any Capital Appreciation Bonds or Convertible Bonds shall not be less than 97 percent of the aggregate original principal amount thereof, and (iii) that the compensation paid to the Purchasers in connection with the sale of any Variable Rate Bonds shall not exceed 3 percent of the principal amount thereof. The Chief Financial Officer is hereby authorized to execute and

deliver on behalf of the Board a Purchase and Sale Agreement with respect to the sale of the Bonds of each Series which (i) in the case of a Bond Purchase Agreement shall be in substantially the form used in previous financings of the Board and (ii) in the case of a Placement Agreement or a Competitive Sale Agreement shall contain terms and provisions no less favorable to the Board than those contained in a Bond Purchase Agreement. Any such Purchase and Sale Agreement shall contain such final terms as shall be approved by the Chief Financial Officer, such approval to be evidenced by such Chief Financial Officer's execution thereof, and the Chief Financial Officer is also authorized to do all things necessary and essential to effectuate the provisions of such Purchase and Sale Agreement, as executed, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. The Chief Financial Officer shall make a finding in connection with the execution of each Purchase and Sale Agreement that (i) the Bonds sold thereunder have been sold at such price and bear interest at such rate that neither the true interest cost (yield) nor the net interest rate received upon the sale of such Bonds exceeds the maximum rate otherwise authorized by applicable law, and (ii) that no person holding any office of the Board, either by election or appointment, is in any manner interested, either directly or indirectly, in his or her own name, in the name of any other person, association, trust or corporation, in the Indenture, any escrow or similar agreement executed and delivered pursuant to **Section 5** hereof, the applicable Purchase and Sale Agreement or any agreement with a Bond Insurer, Debt Reserve Credit Facility Provider or Credit Provider authorized by **paragraphs (b), (c) and (d) of this Section**, or in the issuance and sale of such Bonds, in accordance with the laws of the State of Illinois and the Code of Ethics of the Board (Board Rule No. 11-0525-PO2, as amended).

(b) In connection with any sale of the Bonds of each Series, each of the Designated Officials is hereby authorized to obtain a bond insurance policy from such recognized bond insurer as such Designated Official shall determine (the "**Bond Insurer**") if said Designated Official determines such bond insurance policy to be desirable in connection with the sale of such Series of Bonds, or with respect to specified or designated maturities of such Series of Bonds. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Bond Insurer that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution and to pay upfront or annual fees to the Bond Insurer in connection therewith.

(c) In lieu of, or in addition to, the deposit of proceeds of the Bonds of any Series or other funds into a debt service reserve fund as authorized in **paragraph (g) of this Section**, each of the Designated Officials is hereby authorized to obtain a debt reserve credit facility from such recognized provider as such Designated Official shall determine (the “**Debt Reserve Credit Facility Provider**”) if such Designated Official determines such debt reserve credit facility to be desirable in providing for the funding of any required debt service reserve fund. Each Designated Official is also authorized to enter into such agreements and make such covenants with any Debt Reserve Credit Facility Provider that such Designated Official deems necessary and that are not inconsistent with the terms and provisions of this Resolution, including the payment of reasonable fees to any Debt Reserve Credit Facility Provider.

(d) In connection with the sale of the Bonds of any Series, to provide additional security and liquidity for such Bonds, each of the Designated Officials is hereby authorized to obtain a letter of credit, line of credit or other credit or liquidity facility, including similar agreements with or facilities issued by a Bond Insurer (a “**Credit Facility**”), if determined by such Designated Official to be desirable in connection with such sale of Bonds. Each of the Designated Officials is hereby further authorized to appoint one or more banks, Bond Insurers or other financial institutions to issue such Credit Facility (the “**Credit Provider**”) and to execute and deliver on behalf of the Board a credit, reimbursement or similar agreement (the “**Credit Agreement**”) providing for the issuance of the Credit Facility and the obligation of the Board to repay funds borrowed under the Credit Facility or advances made by the Credit Provider under the Credit Facility with respect to such Bonds. The Credit Facility may be in a form that provides for the purchase of such Bonds by the Credit Provider (any such Bond so purchased being referred to as a “**Bank Bond**”) and the Indenture as executed and delivered shall reflect the terms and provisions of such Bank Bonds. Any Bonds outstanding as Bank Bonds shall be secured as provided in the applicable Indenture. The annual fee paid to any Credit Provider for the provision of a Credit Facility shall not exceed 3 percent of the amount available to be drawn or advanced under such Credit Facility.

The Credit Agreement may provide that alternative interest rates or provisions will apply during such times as the Bonds constitute Bank Bonds or the Board has outstanding repayment obligations to the Credit Provider (the “**Credit Provider Rate**”), which Credit Provider Rate shall not exceed the maximum permitted by law, but in no event more than 15 percent per annum



(the “**Maximum Credit Provider Rate**”). The Credit Agreement may further provide that to the extent the Credit Provider Rate determined at any time pursuant to the Credit Agreement exceeds the Maximum Credit Provider Rate, such excess may accrue at the then-applicable Credit Provider Rate (but in no event may such excess accrue at a rate in excess of 25 percent per annum) and be added to the Credit Provider Rate at such time or times thereafter as the Credit Provider Rate shall be less than the Maximum Credit Provider Rate; provided, that at no time shall the Credit Provider Rate per annum exceed the Maximum Credit Provider Rate.

Any Credit Facility obtained as provided herein shall cause the Bonds secured thereby to bear an investment grade rating from at least two nationally recognized rating services.

(e) Subsequent to the sale of the Bonds of any Series, either or both of the Designated Officials shall file in the Office of the Secretary of the Board a notification of sale directed to the Board setting forth (i) the aggregate original principal amount of, maturity schedule, and redemption provisions for the Bonds sold, (ii) a description of the specific Pledged Revenues pledged to the payment of the principal of, redemption price of, interest on and the Compound Accreted Value of the Bonds of such Series, (iii) the principal amounts of the Bonds sold as Current Interest Bonds, Capital Appreciation Bonds, Convertible Bonds and Variable Rate Bonds, respectively, (iv) in the case of Bonds sold as Capital Appreciation Bonds and Convertible Bonds, (A) the Original Principal Amounts of and Yields to Maturity on the Capital Appreciation Bonds and Convertible Bonds being sold, and (B) a table of Compound Accreted Value per \$5,000 Maturity Amount for any Capital Appreciation Bonds and Convertible Bonds being sold, setting forth the Compound Accreted Value of each such Capital Appreciation Bond and Convertible Bonds on each semiannual compounding date, (v) the interest rates on the Current Interest Bonds sold or, in the case of Variable Rate Bonds, a description of the method of determining the interest rate applicable from time to time to such Variable Rate Bonds, (vi) debt service schedules for the Bonds, together with determinable investment earnings from the investment of moneys held in the funds and accounts pursuant to the Indenture, demonstrating that the Pledged Revenues and said investment earnings and moneys held in the funds and accounts pursuant to the Indenture, are expected to be in an amount sufficient to provide the debt service coverage described in **Section 2(b)** hereof, (vii) the terms and provisions for the conversion of the Compound Accrued Value of any Convertible Bonds issued hereunder into Current Interest Bonds, (viii) the application of the proceeds of such Bonds for the purposes and within the limitations set forth in paragraph (g) of this Section, (ix) if a bond insurance policy is obtained as authorized herein, the identity of the Bond Insurer issuing the bond insurance policy

and the premium and any fees required to be paid thereto, (x) if a debt reserve credit facility is obtained as authorized herein, the identity of the Debt Reserve Credit Facility Provider issuing the debt reserve credit facility, (xi) if a Credit Facility is obtained as authorized herein, the identity of the Credit Provider issuing the Credit Facility, and a copy of the Credit Agreement between the Board and such Credit Provider shall be attached to said notification of sale, (xii) the identity of the Trustee designated pursuant to **Section 2** hereof with respect to the Bonds, (xiii) the identification of any obligations of the Board being refunded with proceeds of the Bonds and the applicable redemption date (if any) of the obligations being refunded, (xiv) if an escrow or other similar agreement is to be executed and delivered as authorized in **Section 5** hereof, the identity of any bank or trust company selected by a Designated Official to serve as Refunding Escrow Agent pursuant to the authorization granted in paragraph (j) of this Section, and a copy of such agreement shall be attached to said notification of sale, and (xv) the identity of and the compensation paid to the Purchasers in connection with such sale.

In the event that the Designated Official executing such notification of sale determines that the Bonds have been sold in such principal amount or maturing or bearing interest so as to require the levy of taxes in any year less than the amount specified therefor in **Section 3(a)** hereof, then such Designated Official shall include, in the notification of sale described in this Section, the amount of reduction in the amount levied in **Section 3(a)** hereof for each year resulting from such sale, and in addition, either or both of the Designated Officials shall file in the respective offices of the County Clerks certificates of tax abatement for such years. In the case of Variable Rate Bonds, such amounts to be abated from taxes levied may be determined by reference to any projections of debt service on such Variable Rate Bonds provided to the Board at the time of sale of such Bonds. No such reduction in the amounts levied in **Section 3(a)** hereof need be made nor must any certificate of tax abatement be filed as described in the preceding sentence until either or both of the Designated Officials have determined that any amount so levied in **Section 3(a)** hereof will not be needed to secure the Bonds being sold at that time or any Series of Bonds to be sold in the future. Any certificate of abatement delivered pursuant to this paragraph shall refer to the amount of taxes levied pursuant to **Section 3(a)** hereof, shall indicate the amount of reduction in the amount of taxes levied by the Board resulting from the sale of such Bonds, which reduced amount is to be abated from such taxes, and shall further indicate the remainder of such taxes which is to be extended for collection by the County Clerks. Each of the Designated Officials is also authorized to file in the respective

offices of the County Clerks certificates of tax abatement that reflect the refunding of any obligations of the Board.

(f) The distribution of a Preliminary Official Statement, Private Placement Memorandum or Notice of Public Sale relating to each Series of the Bonds (the “**Disclosure Document**”) in substantially the respective forms delivered in connection with previous issues of Fixed Rate Bonds and Variable Rate Bonds and previous issues secured by some or all of the Pledged Revenues, but with such changes as shall be approved by a Designated Official to reflect the terms of the Bonds proposed to be sold and the method of sale of such Bonds, is hereby in all respects, ratified, authorized and approved and shall be “*deemed final*” for purposes of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (“**Rule 15c2-12**”), and the proposed use by the Underwriters or the Competitive Purchasers of a final Official Statement (in substantially the form (i) of the Preliminary Official Statement but with appropriate variations, omissions and insertions to reflect the final terms of the Bonds being sold or (ii) authorized herein for a Preliminary Official Statement if none is used in the marketing of the Bonds being sold) is hereby approved. Each Designated Official is hereby authorized and directed to execute the final Official Statement or other Disclosure Document, as appropriate, on behalf of the Board.

In connection with the sale of any Series of the Bonds, the Designated Officials are hereby authorized to provide to prospective Placement Purchasers such information regarding the Board’s operations and finances as would typically be included in a Disclosure Document and to enter into such discussions and negotiations with such prospective Placement Purchasers as such Designated Officials shall deem appropriate. In addition, the Designated Officials are hereby authorized to prepare a Notice of Sale for distribution to potential bidders in connection with a public, competitive sale of a Series of the Bonds and to take all actions necessary to conduct any such sale.

(g) The proceeds from the sale of each Series of the Bonds shall be applied to the payment of (i) all or a portion of the costs of the Project and of refunding certain obligations of or issued on behalf of the Board, (ii) such interest to become due, either on such Series of Bonds or on another Series of Bonds issued pursuant to this Resolution, for such period not to exceed the greater of 2 years or a period ending 6 months after the estimated date of completion of the acquisition and construction of the Project as shall be determined by the Chief Financial Officer

and (iii) the payment of the expenses related to the issuance of such Bonds, including, without limitation, fees to be paid to Bond Insurers, Credit Providers or remarketing, auction or other agents retained in connection with the issuance of Variable Rate Bonds, and such proceeds shall be applied as provided in the applicable Indenture. In addition, proceeds from the sale of a Series of the Bonds in the amount of not to exceed 10% of the principal amount thereof may be deposited into a debt service reserve fund to be held under the applicable Indenture upon the direction of the Chief Financial Officer if it is determined that the creation of such debt service reserve fund is necessary and required in connection with the sale of such Bonds. All of such proceeds are hereby appropriated for the purposes specified in this paragraph. Except as authorized by Board Rule or other Board action, the capital improvements comprising the Project and the capital improvement program, including, without limitation, the Project, approved by the Board on the date hereof (the “**Program**”) shall not be amended or revised, additional capital improvements shall not be added to the Program, and capital improvements shall not be deleted from the Program.

(h) The Chief Financial Officer of the Board is hereby authorized to enter into or approve such agreements with investment providers as shall be necessary or advisable in connection with the investment of any funds on deposit under the Indenture, to the extent such investments are authorized under the terms of the Indenture, the Investment Policy of the Board and applicable law, as in effect from time to time.

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

a fixed-to-floating rate interest rate swap, and a fixed-to-floating rate interest rate swap being offset by a floating-to-fixed rate interest rate swap or an interest rate cap or floor or a floating-to-floating interest rate swap.

Any such agreement to the extent practicable shall be in substantially the form of either the Local Currency-Single Jurisdiction version or the Multicurrency-Cross Border version of the current ISDA Master Agreement accompanied by the U.S. Municipal Counterparty Schedule published by the International Swap Dealers Association (the “**ISDA**”) or any successor form published by the ISDA, and in the appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the appropriate Designated Official executing the same, such execution to constitute conclusive evidence of Board’s approval of such insertions, completions and modifications thereof. Amounts payable by the Board under any such agreement shall (i) be payable solely and only from the sources actually pledged to the payment of the Bonds as described in **Section 2(b)** of this Resolution, or (ii) constitute operating expenses of the Board payable from any moneys, revenues, receipts, income, assets or funds of the Board available for such purpose, as shall be determined by the Designated Official executing the same. Nothing contained in this **Section 4(i)** shall limit or restrict the authority of any officer of the Board to enter into such agreements pursuant to prior or subsequent authorization of the Board.

(j) For the purpose of providing for the refunding, redemption or defeasance of certain obligations of or issued on behalf of the Board, each of the Designated Officials is hereby authorized to execute and deliver one or more refunding escrow agreements (each, a “**Refunding Escrow Agreement**”) on behalf of the Board, attested by the Secretary of the Board, such Refunding Escrow Agreement to be in substantially the form executed and delivered in connection with previous refundings of obligations issued by or on behalf of the Board, but with such changes therein as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such official’s approval and this Board’s approval of any changes or revisions therein from such form of Refunding Escrow Agreement. Each of the Designated Officials is hereby authorized to designate a bank or trust company to act as Refunding Escrow Agent under the Refunding Escrow Agreement.

5. *Escrow of Pledged Revenues.* If deemed necessary and desirable to provide additional security for any Bonds, each of the Designated Officials is hereby authorized to execute and deliver on behalf of the Board, and the Secretary is authorized to attest, a form of escrow or other similar agreement with a bank, trust company or national banking association

having the same qualifications as those set forth in **Section 2(a)** for a Trustee, reflecting the issuance of the Bonds and such segregation of Pledged Revenues and Pledged Taxes as the Designated Official executing such agreement shall deem appropriate.

6. *Pledged Taxes Escrow Direction.* Each of the Designated Officials is hereby authorized, pursuant to authority contained in Section 20-90 of the Property Tax Code of the State of Illinois, as amended, to execute a written direction to the County Collectors of The Counties of Cook and DuPage, Illinois (the “**County Collectors**”), (i) to deposit the collections of the Pledged Taxes as and when extended for collection directly with such escrow agent designated pursuant to **Section 5** in order to secure the payment of the principal of and interest on the Bonds, and (ii) to the extent necessary, advising the County Collectors of the abatement of the Pledged Taxes. The Designated Officials are directed to file a certified copy of this Resolution with each of the County Collectors within ten (10) days of the passage hereof.

7. *Tax-Exemption and Non-Arbitrage.* With respect to any Bonds the interest on which will not be includible in the determination of gross income for federal income tax purposes, each of the Designated Officials is hereby authorized to take any other actions and to execute any other documents and certificates necessary to assure that the interest payments with respect to the Bonds of each Series are excludable from gross income for Federal income tax purposes, to assure that the Bonds do not constitute “*arbitrage bonds*” or “*private activity bonds*” under the Code, and to effectuate the issuance and delivery of the Bonds, including but not limited to the execution and delivery of a Tax Agreement.

8. *Continuing Disclosure Undertaking.* Each of the Designated Officials is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings (each, a “**Continuing Disclosure Undertaking**”) evidencing the Board’s agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, as applicable to the Bonds of each Series. Notwithstanding any other provision of this Resolution or any Indenture, the sole remedies for any failure by the Board to comply with a Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the Board to comply with its obligations under the applicable Continuing Disclosure Undertaking. Each Continuing Disclosure Undertaking shall be in substantially the form used in previous financings of the Board, but with such changes therein as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such official’s approval and this Board’s approval of any changes or revisions therein from such form of Continuing Disclosure Undertaking.

9. *Teachers' Academy Project; Benito Juarez Community Academy Project.* (a) In connection with a refunding, redemption or defeasance of the 2002A Bonds or the 2004G Bonds, each of the Designated Officials are hereby authorized to negotiate a reduction in payments to be made by the City under the City Note applicable to such series of bonds and to execute and deliver an amendment to the Teachers' Academy Project Intergovernmental Agreement and the Benito Juarez Community Academy Project Intergovernmental Agreement and to the respective City Note, each as applicable, necessary to effect such reduction, with such changes as shall be approved by the Designated Official executing the same and with such execution to constitute conclusive evidence of such official's approval and this Board's approval thereof. Each of the Designated Officials are hereby authorized to take all other necessary actions and to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with any amendment to any of the Intergovernmental Agreements or the City Notes and with such changes therein as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such official's approval and this Board's approval of any changes or revisions therein from such form of Intergovernmental Agreements and City Notes.

(b) In the event the City elects to prepay any of its obligations under the Teachers' Academy Project Intergovernmental Agreement or the Benito Juarez Community Academy Project Intergovernmental Agreement, and the respective City Note, each Designated Official is hereby authorized to apply such funds to redeem or defease, as appropriate, the respective outstanding 2002A Bonds or 2004G Bonds, as applicable, in accordance with the indentures under which such bonds were issued. Each Designated Official is hereby further authorized to execute and deliver any instructions, notices, instruments, agreements, including without limitation any Refunding Escrow Agreement, or other documents necessary to effect such redemption or defeasance, as applicable, with such changes as shall be approved by the Designated Official executing or issuing the same and with such execution or issuance to constitute conclusive evidence of such official's approval and this Board's approval thereof. Each of the Designated Officials are hereby authorized to take all other necessary actions and to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with any redemption or defeasance of the 2002A Bonds or the 2004G Bonds, as applicable, and with such changes therein as shall be approved by the Designated Official executing the same, with such execution to constitute conclusive evidence of such official's approval and this Board's approval of any changes or revisions therein.

10. *Further Acts.* Each of the Designated Officials, officials or officers of the Board are hereby authorized to execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Bonds, including, but not limited to, the exercise following the delivery date of the Bonds of any power or authority delegated to such official under this Resolution with respect to the Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

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

All actions of the officials or officers of the Board that are in conformity with the purposes and intent of this Resolution are hereby in all respects ratified, approved, and confirmed.

11. *Severability.* The provisions of this Resolution are hereby declared to be severable; and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions.

12. *Repealer and Effective Date.* All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution is effective immediately upon its adoption.

12-1114-RS4

**RESOLUTION RE:  
APPOINTMENT OF APPOINTED REPRESENTATIVES  
OF ELECTED LOCAL SCHOOL COUNCILS  
TO FILL VACANCIES FOR THE CURRENT TERM OF OFFICE**

**WHEREAS**, pursuant to the Illinois School Code, 105 ILCS 5/34-2.1, the Board of Education of the City of Chicago is authorized to appoint teacher representatives, non-teaching staff representatives and high school student representatives to elected local school councils after considering the preferences of the schools' staffs and students, as appropriate, as ascertained through non-binding advisory polls and exercises absolute discretion in the appointment process;

**WHEREAS**, pursuant to the Illinois School Code, 105 ILCS 5/34-2.1, mid-term vacancies in those offices are to be filled in the same manner as the original appointments;

**WHEREAS**, non-binding advisory polls of the staffs or students, as appropriate, of the schools identified on the attached Exhibit A have been conducted concerning the appointment of teacher, non-teaching staff and/or student representatives to the schools' local school councils to fill vacancies for the current term of office;

**WHEREAS**, the results of the non-binding advisory polls have been forwarded to the Board for its consideration in its exercise of absolute discretion in the appointment process: and

**WHEREAS**, the current term of office for teacher and non-teaching staff representatives expires on June 30, 2014 and for high school student representatives expires on June 30, 2013:



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

1. The individuals named on the attached Exhibit A are hereby appointed to serve in the specified categories on the local school councils of the identified schools for the current term of office.
2. This Resolution is effective immediately upon adoption.

**Exhibit A**

**APPOINTED TEACHER REPRESENTATIVE**

Justin Hart  
 Kimberly Oliver  
 Alexander Roi  
 Aisha Pervaiz  
 Kelsey Flaten  
 Jill Driscoll  
 Valerie Betts  
 Janice Coats  
 Michelle Carter  
 Whitney Veal  
 Alma Magaña  
 Marypat Robertson  
 Lucas Kelleher  
 Brian Halberg  
 Edward Amos  
 Ja'Vaun Veal

**REPLACING**

Position Vacant  
 Position Vacant  
 Elizabeth Thorngren  
 Position Vacant  
 Position Vacant  
 Julie Waller  
 Brandy Bolden  
 Jeffrey Hetrick  
 Andromeda Bellamy  
 Darnell Head  
 Juan Fernandez  
 Patricia Murphy  
 Steve Flowers  
 Raul Magdalano  
 Position Vacant  
 Position Vacant

**SCHOOL**

Curtis  
 Curtis  
 Duprey  
 Herzl  
 Herzl  
 LaSalle Lang.  
 May  
 May  
 Lawrence  
 Ryerson  
 Stowe  
 Suder  
 Bowen H. S.  
 Kelly H. S.  
 Tilden H. S.  
 Tilden H. S.

**APPOINTED NON-TEACHING STAFF REPRESENTATIVE**

John Brown  
 Alija Kreho  
 Antonia Chaidez  
 Barbara Ware  
 Andretta Winston  
 Suprena Doss

**REPLACING**

Position Vacant  
 Kevin Monaghan  
 Estell Roman  
 Ilene Huggins  
 Position Vacant  
 Position Vacant

**SCHOOL**

Curtis  
 Stone  
 Stowe  
 Brooks H. S.  
 Dyett H. S.  
 Tilden H. S.

**APPOINTED STUDENT REPRESENTATIVE**

Michael Estrada  
 O'Sha Dancy

**REPLACING**

Quiana Strickland  
 Position Vacant

**SCHOOL**

Bowen H. S.  
 Dyett H.S.

12-1114-RS5

FINAL

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

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

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

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

**WHEREAS**, the schools identified on the attached Exhibit A operate with ALSCs;

**WHEREAS**, the Governance Policy authorizes ALSCs to recommend candidates to fill parent, community or advocate representative vacancies and the ALSCs of the identified schools have recommended candidates to fill such vacancies;

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

**WHEREAS**, pursuant to the Governance Policy, the Chief Executive Officer has recommended the candidates identified on the attached Exhibit A to the Board for its consideration in its exercise of absolute discretion in making appointments to the ALSCs of the identified schools to fill vacancies for the current term of office, ending June 30, 2014:

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

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

**EXHIBIT A**

<b><u>APPOINTED REPRESENTATIVE</u></b>	<b><u>REPLACING</u></b>	<b><u>CATEGORY</u></b>	<b><u>SCHOOL</u></b>
Kim Davis-Ambrose	Position Vacant	Advocate	Williams Elementary
Kim Davis-Ambrose	Position Vacant	Parent	Williams Middle
Frances Newman	Position Vacant	Parent	Williams Middle
Shirley Frierson	Position Vacant	Parent	Williams Middle
DeWitt Scott	Position Vacant	Advocate	Williams Middle
Ignacia Rojas-Garcia	Position Vacant	Parent	Greater Lawndale H. S.
Maria Jasso	Position Vacant	Parent	Greater Lawndale H. S.
Shirley Jones	Position Vacant	Parent	Greater Lawndale H. S.
Katya Niques	David Stovall	Community	Greater Lawndale H. S.
Patricia Buenrostro	Position Vacant	Advocate	Greater Lawndale H. S.
David Stovall	Position Vacant	Advocate	Greater Lawndale H. S.

12-1114-RS6

**RESOLUTION RE:  
APPOINTMENTS TO APPOINTED LOCAL SCHOOL COUNCILS OF  
DEVRY UNIVERSITY ADVANTAGE ACADEMY AND BARBARA VICK E. C. C.  
FOR TERM OF OFFICE COMMENCING DECEMBER 1, 2012**

**WHEREAS**, Appointed Local School Councils ("ALSCs") are established as a means to involve parents, community members, the school staffs and students in the activities of schools designated by the Board as small or alternative schools in accordance with the Illinois School Code, 105 ILCS 5/34-2.4(b);

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

**WHEREAS**, the Governance Policy identifies requirements for the establishment and appointment of Appointed Local School Councils for those Chicago Public Schools designated as small or alternative schools;

**WHEREAS**, DeVry University Advantage Academy High School ("DeVry") and the Barbara Vick Early Childhood Center ("Barbara Vick") operate with ALSCs and the Board approved adjustments to the ALSCs of DeVry and Barbara Vick effective February 27, 2008 (B. R. 08-0227-EX31);

**WHEREAS**, DeVry and Barbara Vick have conducted non-binding advisory polls to ascertain the preferences for teacher and student member candidates and submitted such poll results along with recommendations for parent, community and advocate member candidates in order of preference for consideration for appointment in accordance with B. R. 08-0227-EX31 and the Governance Policy;

**WHEREAS**, The Network Chiefs of Schools have submitted the candidates' names, along with any additional recommended candidates, for appointment to the DeVry and Barbara Vick ALSCs to the Chief Executive Officer in accordance with the Governance Policy;

**WHEREAS**, the Governance Policy authorizes the Chief Executive Officer to recommend to the Board candidates for appointment to ALSCs from among those candidates submitted by the Network Chiefs or any other candidates recommended by the Chief Executive Officer;

**WHEREAS**, in accordance with the Governance Policy, the candidates named on the attached Exhibit A have been recommended to the Board for its consideration in its exercise of absolute discretion in making appointments to the ALSCs of DeVry and Barbara Vick for the term of office commencing December 1, 2012;

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

1. The individuals named on the attached Exhibit A are hereby appointed to serve as Appointed Local School Council members at the identified school in the specified categories;

2. The term of office for parent, community, teacher and advocate members shall commence December 1, 2012 and end November 30, 2014, and the term of office for the student member shall commence December 1, 2012 and end November 30, 2013.

**Exhibit A**

<b><u>APPOINTED REPRESENTATIVE</u></b>	<b><u>SCHOOL</u></b>	<b><u>CATEGORY</u></b>
Kishor Bhatt	DeVry	Parent
Synita Capler	DeVry	Parent
Jackie Dillard	DeVry	Parent
Pius Elue	DeVry	Parent
Catherine Fredriksen	DeVry	Parent
Gustavo Alatta	DeVry	Community
Faybrianna Williams	DeVry	Community
Candace Goodwin	DeVry	Advocate
Roberta Janssen	DeVry	Advocate
Yul Amerson	DeVry	Teacher
Yvette Vazquez	DeVry	Teacher
Carolyna Phillips	DeVry	Student
Lis Durbin	Barbara Vick	Parent
Paula Harris	Barbara Vick	Parent
Joseph Moonan	Barbara Vick	Parent
Maureen Connolly	Barbara Vick	Community
Mary Ellen Lavoie	Barbara Vick	Community
Anne George	Barbara Vick	Advocate
Ellen Lilly	Barbara Vick	Advocate
Carrie Comer	Barbara Vick	Teacher
Elma WeeSit	Barbara Vick	Teacher

12-1114-PO1

FINAL

**RESCIND BOARD REPORT 04-0623-PO1  
ADOPT A NEW HEALTHY SNACK AND BEVERAGE POLICY**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board rescind Board Report 04-0623-PO1 and adopt new Healthy Snack and Beverage Policy.

**PURPOSE:** The purpose of this policy is to establish nutrition standards, requirements and recommendations for foods and beverages sold, provided or served to students at school that compete with food provided under the National School Lunch Program (NSLP), National School Breakfast Program (NSBP), Seamless Summer Option (SSO) and the Child and Adult Care Food Program (CACFP). This policy seeks to create a school environment that supports student nutrition and healthy food choices by providing nutrition standards for food and beverages sold as competitive foods in vending machines, school stores, food vendors on school grounds, a la carte items, or as part of a school fundraiser, celebration or reward. The nutrition standards set forth in this policy are consistent with the USDA's gold standard for competitive foods.

**POLICY TEXT:**

**A. Definitions:**

***Food of Minimal Nutritional Value:*** Food which provides less than five percent of the Reference Daily Intakes (RDI) for each of eight specified nutrients per serving (iron, calcium, protein, vitamin A, vitamin C, niacin, thiamine, or riboflavin).

***A La Carte:*** Individually priced food items available for sale in the school dining center that are not part of the NSLP, NSBP, SSO or CACFP.

***Competitive Foods:*** Foods and/or beverages sold to students on school grounds that compete with the school's operation of the NSLP, NSBP, SSO, or CACFP. Competitive foods include, but are not limited to, items sold in vending machines, school stores, food vendors on school grounds, in school dining centers as a la carte items.

***Rewards:*** Incentives offered to students in recognition of good behavior or performance whether offered before, during or after school.

***Fundraiser:*** Any activity, event or sale to raise funds by or for a school occurring on school grounds whether before, during or after school hours including any direct sales activity by students on school grounds.

**Celebrations:** Special events or activities occurring at school, convened in a classroom or elsewhere at school as part of a festivity or ceremony or as part of a before, during or after school activity.

**B. Food Nutritional Criteria:** All competitive foods available for purchase by students must meet the following nutrition criteria:

1. No more than 35% of total calories from fat per serving, (with the exception of nuts, seeds, nut butters, fruits or vegetables);
2. Zero trans fat ( $\leq 0.5$  g per serving);
3. Have 10% or less of its total calories from saturated fat;
4. Have 35% or less of its weight from total sugars, excluding sugars occurring naturally in fruits, vegetables, and dairy ingredients;
5. Less than 230 mg of sodium for a snack or side dish and less than 480 mg for a main dish;
6. Bread, cookies, baked goods, and other whole-grain based products shall have a whole grain (such as whole wheat) listed as the first ingredient or contain grains that are at least 51% whole grains;
7. Cheese must be low, reduced-fat and low sodium;
8. Serving size does not exceed the food served in the National School Lunch/School Breakfast Program; for other sales, item package or container is not to exceed 150 calories for elementary and 200 calories for high school students;
9. Fruits packaged in their own juice, light syrup or dried will not exceed 150 calories for elementary schools, 180 calories for middle schools, and 200 calories for high schools; and
10. Dried fruit and nut combination products can be included within these guidelines if they meet the following standards:
  - a. The product includes only unsweetened dried fruit, nuts and or seeds,
  - b. The product contains no added sweeteners, and
  - c. The combination of the product is exempt from the less than 35% of total calories from fat requirement but must meet requirements for saturated fat, trans fat, sodium, sugar and positive nutrients.

**C. Beverage Nutritional Criteria:** All competitive beverages available for purchase by students must meet the following nutritional criteria:

1. *General beverage requirements:*
  - a. Schools may sell, provide or serve only plain water, 100% juice, and milk to students that:
    - i. Do not contain added sugars including high fructose corn syrup and non-nutritive sweeteners except as authorized below for flavored milk or flavored milk substitute,
    - ii. Do not contain artificial sweeteners, and
    - iii. Do not contain more than a trace amount of caffeine (4mg).
  - b. Beverages such as soft drinks, fruit drinks, vitamin water drinks and energy drinks with minimal nutritional value are prohibited.
  - c. Sports drinks are prohibited except when provided for student athletes participating in sport programs involving vigorous activity for at least one hour duration.
2. *Milk Requirements:*
  - a. All milk, flavored milk and milk substitute products shall:
    - i. Be low fat (1%) or skim (fat free) milk,
    - ii. Contain Vitamins A and D, and
    - iii. Are in containers not to exceed 8 ounces.
  - b. Flavored milk shall be non-fat and contain no more than 22 grams total sugars per 8 ounces.
  - c. Soy and rice milk substitute drinks shall be calcium and vitamin fortified and shall be low-fat and contain no more than 22 grams total sugars per 8 ounces.
3. *Water Requirements:* Drinking water, whether provided in bottles, dispensers or water fountains, must:
  - a. Be unflavored,
  - b. Have 0 mg of sodium,
  - c. Have no nutritive or non-nutritive sweeteners,
  - d. Be noncarbonated,
  - e. Be caffeine free, and
  - f. Have no additives except those minerals normally added to tap water.
4. *Juice Requirements:* Schools may sell, provide or serve only fruit and/or vegetable based juice drinks that:
  - a. Are composed of no less than 100% fruit/vegetable juices,
  - b. Contain no added sweeteners,
  - c. Are in containers not to exceed 6 ounces, for elementary and middle schools,
  - d. Are in containers not to exceed 8 ounces in high school, and
  - e. Contain no more than 120 calories/8oz and no more than 100 calories/6oz.

**D. State or Federal Requirements:** Foods and/or beverages sold, provided or served to students on school grounds that compete with the school's operation of the NSLP, NSBP, SSO, or CACFP must comply with all applicable federal regulations. In the event the state or the USDA issue modified, more stringent, or additional nutritional standards for food or beverages sold, served or provided in schools, the Chief Health Officer is authorized to update the nutritional criteria and related requirements specified in this policy for conformance with new state and federal standards without further Board action. Any such modifications will be issued by the Chief Health Officer to schools for their compliance with the new applicable standards.

**E. Vending Machines:** Vending machines are permitted to operate on CPS property for the sale of food and beverage items to students subject to the nutrition criteria outlined in this policy and the following additional requirements.

1. *Beverage Vending Requirements:* Elementary, Middle and High Schools are permitted to operate beverage vending in compliance with the nutrition and other regulations outlined in this policy. Beverage vending machines may, at the Unit/Building head's discretion, be placed in any appropriate location within the building.

2. *Snack Vending Machine Placement*

a. *Elementary or Middle Schools:* Snack vending machines may not be placed anywhere in the school building, including the lunchroom, where they would be accessible for student use during school hours. Such machines are, however, permitted in areas restricted to students such as the teachers' lounge. If a snack machine is located in a school's common area and cannot be re-located to a restricted area, the machine shall be rendered inoperable for the duration of the school day.

b. *High Schools:* Snack vending machines may, at the Principal's discretion, be placed in any appropriate location within the school that is accessible for student use, except not within the dining center and not in areas outside of the dining center that are located within 100 feet from the dining center serving line. Vending machines must be turned off when meals are being served during the school day.

3. *Compliance:* The Principal or their designee will select the snack and beverage products to be offered for sale in the school's vending machines and will ensure that they meet the nutrition criteria specified in this policy. Schools that fail to comply by providing approved snacks shall be subject to:

- a. Vending machine removal;
- b. Forfeiting revenue from items being sold during meal periods.

4. *Staff Restricted Vending.* In vending machines that are restricted to students and are accessible to school staff/adults only, schools are encouraged to promote healthy snack and beverage options.

**F. Fundraisers:** Principals, school staff, parents/guardians should promote healthy fundraisers by minimizing the use of candy and snacks for fundraising purposes. Each local school wellness team shall be responsible for establishing a healthy fundraiser plan for their school outlining the measures the school will take to encourage healthy fundraiser food and beverage items. In the event no plan is established, any food or beverage used or sold for school fundraising purposes on school grounds, must meet the nutrition requirements set out in this policy. The local school healthy fundraiser plan shall be developed in collaboration with the Local School Council and must conform with applicable federal regulations and the guidelines to this Policy.

**G. Rewards:** Principals, school staff, parent/guardians and before and after school program partners must promote non-food rewards and must not withhold food or offer alternative lunch options (such as a brown bag lunch, serve lunch in the classroom) as punishment.

**H. Celebrations:** Principals, school staff, parents/guardians and before and after school program partners should promote healthy classroom and school celebrations/rewards by minimizing the use of candy and snacks as part of a celebration or reward. Each local school wellness team shall be responsible for establishing a healthy celebrations and rewards plan for their school outlining the measures the school will take to encourage healthy celebration food and beverage items. In the event no plan is established, a school may only permit food or beverages of minimal nutritional value to be served to students at a maximum of two celebrations per school year. The local school healthy celebrations and rewards plan shall be developed in collaboration with the Local School Council and must conform with: (i) applicable federal regulations, (ii) the Board's Food Allergy Management Policy; (iii) applicable restrictions on home-baked goods in schools; and (iv) the guidelines to this Policy.

**I. Exceptions:** The nutrition criteria outlined in this policy are recommended, but not required for food or beverages sold, served or provided: (a) during a field trip or other school-sponsored activity or trip off school grounds, (b) at concession stands at a sports stadium, gym, field house or auditorium, whether on or off school grounds, (c) as part of a school sports game, performance or event where parents/guardians and other adults are a significant part of an audience, and (d) at school fundraising events held off school grounds.

Nothing in this policy prohibits a school from serving snack foods or beverages to a student with diabetes or other health condition where physician's orders specify the intake of certain snack foods or beverages at school to manage their medical condition.

**J. School Staff and Administration:** Principals, school staff, partners and program providers shall promote a healthy eating environment in the school. Adults are encouraged to model healthy eating and serve nutritious food and beverages which meet the requirements in this policy at school meetings and staff-oriented events. Staff are encouraged to refrain from consuming foods of minimal nutritional value in the presence of students as a way of healthy role-modeling.

**K. School Coordination:** The local school wellness team established at each school in accordance with the Board's Local School Wellness Policy for Students will coordinate compliance plans and efforts for ensuring that competitive foods sold or served at their school satisfy the nutritional and other requirements of this policy. The local school wellness team shall provide progress, compliance and other reporting to the Office of Student Health and Wellness as specified in the guidelines.

**L. Support and Oversight:** The Office of Student Health and Wellness shall oversee school implementation and compliance with this policy and in doing so shall:

1. Provide technical assistance and support to assist schools with implementation of the policy and improve programming functions; and
2. Ensure schools are offered support services through various departments including the Office of Student Health and Wellness, Nutrition Support Services, and the Chief Instruction Office to allow for full implementation of this policy.
3. By January 2015, conduct a district-wide review and assessment of this policy in conjunction with the Local School Wellness Policy for Students on the policies' effectiveness and, based on this assessment, propose Policy revisions.

**M. Guidelines:** The Chief Health Officer or designee, in collaboration with Nutrition Support Services, shall develop and implement guidelines, procedures and toolkits to ensure the effective implementation of this policy.

**LEGAL REFERENCES:** Healthy Hunger Free Kids Act of 2010, 42 USC 1751; Child Nutrition Act of 1966, 42 USC 1773, 1779; 23 Illinois Administrative Code 305.15; 7 CFR 210.11, 220.12 and Appendix B to Parts 210 and 220;

**President Vitale indicated that if there were no objections, Board Reports 12-1114-RS1 through 12-1114-RS6, and 12-1114-PO1 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 12-1114-RS1 through 12-1114-RS6, and 12-1114-PO1 adopted.**

**12-1114-CO1**

**COMMUNICATION RE: LOCATION OF  
BOARD MEETING OF DECEMBER 19, 2012**

**David J. Vitale President, and  
Members of the Board of Education**

**Dr. Henry S. Bienen  
Dr. Mahalia A. Hines  
Penny Pritzker  
Jesse H. Ruiz  
Rodrigo A. Sierra  
Andrea L. Zopp**

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, December 19, 2012 will be held at:

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

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

Please note there is a new process for Public Participation registration. Visit [www.cpsboe.org](http://www.cpsboe.org) for more information. Public Participation Guidelines are available for the December 19th Board Meeting.

For the December 19, 2012 Board Meeting, advance registration will open on December 10<sup>th</sup> at 8:00 a.m. and end on December 14<sup>th</sup> at 5:00 p.m. You can advance register during the registration period by the following methods:

Online: [www.cpsboe.org](http://www.cpsboe.org)  
Phone: (773) 553-1600  
In Person: 125 South Clark Street, 6<sup>th</sup> Floor

Also, for the December 19, 2012 Board Meeting, same day registration will be available for remaining speaking slots 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.

As of January, 2013, only advance registration will be available for Public Participation.

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

12-1114-CO2

**COMMUNICATION RE: REAPPOINTMENT OF TRUSTEE  
TO SERVE ON THE PUBLIC SCHOOL TEACHERS' PENSION  
AND RETIREMENT FUND OF CHICAGO  
(ANDREA L. ZOPP)**

**TO THE MEMBERS OF THE BOARD OF EDUCATION  
OF THE CITY OF CHICAGO:**

I hereby reappoint Andrea L. Zopp, to serve as a Trustee on the Public School Teachers' Pension and Retirement Fund of Chicago. Ms. Zopp's term will commence November 2012 and expire November 2014.

12-1114-EX1\*

**TRANSFER OF FUNDS  
Various Units and Objects**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:**

The various transfers of funds were requested by the Central Office Departments during the month of October . All transfers are budget neutral. A brief explanation of each transfer is provided below:

**1. Transfer from Early College and Career - City Wide to Stephen T Mather High School**

Rationale:	Transfer FY13 funding to Mather HS for the 3rd year of the SLC Cohort 10 grant.		
Transfer From:	Unit	Early College and Career - City Wide	13727
	Fund	NCLB Title V Fund	336
	Account	Miscellaneous Charges	57940
	Program	Small Learning Communities	221033
	Grant	Smaller Learning Communities - Cohort 10	543522
Transfer to:	Unit	Stephen T Mather High School	46241
	Fund	NCLB Title V Fund	336
	Account	Travel Expense	54205
	Program	Small Learning Communities	221033
	Grant	Smaller Learning Communities - Cohort 10	543522
Amount:	\$1,000.00		

**2. Transfer from Early College and Career - City Wide to Stephen T Mather High School**

Rationale:	Transfer FY13 funding to Mather HS for the 3rd year of the SLC Cohort 10 grant.		
Transfer From:	Unit	Early College and Career - City Wide	13727
	Fund	NCLB Title V Fund	336
	Account	Miscellaneous Charges	57940
	Program	Small Learning Communities	221033
	Grant	Smaller Learning Communities - Cohort 10	543522
Transfer to:	Unit	Stephen T Mather High School	46241
	Fund	NCLB Title V Fund	336
	Account	Medicare	57405
	Program	Small Learning Communities	221033
	Grant	Smaller Learning Communities - Cohort 10	543522
Amount:	\$1,000.00		

**3. Transfer from Early College and Career - City Wide to Theodore Roosevelt High School**

Rationale: Transfer FY13 funding to Mather HS for the 3rd year of the SLC Cohort 10 grant.

Transfer From:	Unit	Early College and Career - City Wide	13727
	Fund	NCLB Title V Fund	336
	Account	Miscellaneous Charges	57940
	Program	Small Learning Communities	221033
	Grant	Smaller Learning Communities - Cohort 10	543522
Transfer to:	Unit	Theodore Roosevelt High School	46271
	Fund	NCLB Title V Fund	336
	Account	Travel Expense	54205
	Program	Small Learning Communities	221033
	Grant	Smaller Learning Communities - Cohort 10	543522

Amount: \$1,000.00

**4. Transfer from Early College and Career - City Wide to Theodore Roosevelt High School**

Rationale: Transfer FY13 funding to Theodore Roosevelt High School for the 3rd year of the SLC Cohort 10 grant.

Transfer From:	Unit	Early College and Career - City Wide	13727
	Fund	NCLB Title V Fund	336
	Account	Miscellaneous Charges	57940
	Program	Small Learning Communities	221033
	Grant	Smaller Learning Communities - Cohort 10	543522
Transfer to:	Unit	Theodore Roosevelt High School	46271
	Fund	NCLB Title V Fund	336
	Account	Medicare	57405
	Program	Small Learning Communities	221033
	Grant	Smaller Learning Communities - Cohort 10	543522

Amount: \$1,000.00

**5. Transfer from Early College and Career - City Wide to Dunbar Vocational Career Academy**

Rationale: Transfer FY13 funding to Dunbar Vocational Career Academy for the 3rd year of the SLC Cohort 10 grant.

Transfer From:	Unit	Early College and Career - City Wide	13727
	Fund	NCLB Title V Fund	336
	Account	Miscellaneous Charges	57940
	Program	Small Learning Communities	221033
	Grant	Smaller Learning Communities - Cohort 10	543522
Transfer to:	Unit	Dunbar Vocational Career Academy	53021
	Fund	NCLB Title V Fund	336
	Account	Travel Expense	54205
	Program	Small Learning Communities	221033
	Grant	Smaller Learning Communities - Cohort 10	543522

Amount: \$1,000.00

**765. Transfer from Capital/Operations - City Wide to Durkin Park School**

Rationale: Funds Transfer From Award# 2010-481-00-02 To Project# 2011-26831-ANX ; Change Reason : NA.

Transfer From:	Unit	Capital/Operations - City Wide	12150
	Fund	BABS - CIP Series 2010D	481
	Account	Capitalized Construction	56310
	Program	American Disabilities Act/Ada	253530
	Grant	Build America Bonds (Babs)	610000
Transfer to:	Unit	Durkin Park School	26831
	Fund	BABS - CIP Series 2010D	481
	Account	Capitalized Construction	56310
	Program	Annex	253518
	Grant	Build America Bonds (Babs)	610000

Amount: \$2,500,000.00



**766. Transfer from Capital/Operations - City Wide to MSAC - Brighton Park 2 Area Elementary School**

Rationale: Funds Transfer From Award# 2010-479-00-01 To Project# 2008-0948-NSC ; Change Reason : NA.

Transfer From:	Unit	Capital/Operations - City Wide	12150
	Fund	QSCB - CIP Series 2010C	479
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago	253533
	Grant	Qualified School Construction Bond (Qscb)	620000
Transfer to:	Unit	MSAC - Brighton Park 2 Area Elementary School	27041
	Fund	QSCB - CIP Series 2010C	479
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago	253533
	Grant	Qualified School Construction Bond (Qscb)	620000

Amount: \$3,000,000.00

**767. Transfer from Capital/Operations - City Wide to Sarah Goode High School**

Rationale: Funds Transfer From Award# 2010-481-00-05 To Project# 2008-MS09-NSC ; Change Reason : NA.

Transfer From:	Unit	Capital/Operations - City Wide	12150
	Fund	BABS - CIP Series 2010D	481
	Account	Capitalized Construction	56310
	Program	Renovations	253508
	Grant	Build America Bonds (Babs)	610000
Transfer to:	Unit	Sarah Goode High School	46611
	Fund	BABS - CIP Series 2010D	481
	Account	Capitalized Construction	56310
	Program	New School Openings Other	009446
	Grant	Build America Bonds (Babs)	610000

Amount: \$4,000,000.00

**768. Transfer from Capital/Operations - City Wide to William Jones College Prep High School**

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

Transfer From:	Unit	Capital/Operations - City Wide	12150
	Fund	QSCB - CIP Series 2010C	479
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago Expansion	253534
	Grant	Qualified School Construction Bond (Qscb)	620000
Transfer to:	Unit	William Jones College Prep High School	47021
	Fund	QSCB - CIP Series 2010C	479
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago Expansion	253534
	Grant	Qualified School Construction Bond (Qscb)	620000

Amount: \$10,000,000.00

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

12-1114-EX2

**APPROVE ISBE WAIVER FOR SUPPLEMENTAL GENERAL STATE AID**

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

Approve application for a waiver from the Illinois School Code requirements regarding supplemental general state aid (SGSA).

**PUBLIC HEARING AND NOTICE:** A public hearing on the waiver will be held on November 14, 2012, before the Board, in accordance with Section 2-3.25g of the Illinois School Code. Notice setting forth the time, date, and place of the hearing was sent to collective bargaining agents and State legislators representing Chicago, as well as published in a Chicago newspaper.

**DESCRIPTION OF THE SGSA WAIVER:**

Currently, the Section 203.20a of the 23 Illinois Administrative Code requires the school district to use the total number of students receiving free and reduced meals from December 1 of the year preceding the school year as the date to determine the school allocation of SGSA funds. CPS past practice has been to use the schools 20<sup>th</sup>

day of instruction's free and reduced meals count of previous year to determine initial allocation of SGSA funds for current year. A final SGSA allocation is based on the number of eligible students as of 20th day of the current school year. The SGSA waiver will allow the CEO or designee to continue the practice of using the 20<sup>th</sup> day model.

**AUTHORIZATION:** Authorize the Chief Executive Officer or designee to execute the waiver application described above and submit it to ISBE in accordance with Section 2-3.25g of the School Code.

12-1114-ED1

**AMEND BOARD REPORT 12-0822-ED2**  
**APPROVE ENTERING INTO AGREEMENTS WITH ISBE-APPROVED SUPPLEMENTAL  
EDUCATIONAL SERVICE PROVIDERS**

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

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

Note: Providers Midwest Educational Resources, LLC (#25), ~~and~~ Chicago Educational Resources, LLC (#26) and M & D Educators SES, LLC (#62) are franchisees of Huntington Learning Centers, Inc. (#24). The agreement with Huntington Learning Centers, Inc. will cover services provided by these franchisees. Separate contracts will not be required with these franchisees; however, payments may be made directly to the franchisees.

This November 2012 amendment is necessary to: i) add 14 new ISBE approved providers (#50 - #63 on the attached list), ii) clarify the corporate names of certain providers, and iii) update the financial section. Written master agreements are required for each of the new providers except #62 and no services shall be rendered by any new provider prior to the execution of such provider's written master agreement.

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

**PROVIDERS:** See attached list in Exhibit A.

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

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

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

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

Deliverables that are common to all of the Providers are:

- 1) A supplemental support program in reading, mathematics and/or science selected by parents.
  - 2) Individualized or small group instruction through tutoring and other high quality academic enrichment services and instruction materials.
  - 3) Assessment and feedback to schools and parents regarding progress of their children.
- Parents of students who are eligible under the No Child Left Behind Act shall have the right to select any one of the Providers or the Chicago Public Schools to provide supplemental services to their child and notify the Department of Learning Supports of such selection. In the event parental requests for services exceed available resources, selections to receive services will be prioritized in accordance with district guidelines. Students to be served shall include students in the general population, students currently receiving specialized services, and English language learners who need additional support in order to be successful. All services will be rendered in accordance with the guidelines that the United States Department of Education and the Illinois State Board Education have established.

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

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

**REIMBURSABLE EXPENSES:** None.

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

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

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

**FINANCIAL:** Charge to: Office of Pathways to College and Career  
Source of Funds: No Child Left Behind (NCLB)  
~~11390-332-54126-290020-430138-2013~~ \$65,000,000  
Fund 332 - Academic Learning and Support - 11379 - for a total not to exceed \$65,000,000 in FY13  
CFDA#: Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

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EXHIBIT A:  
SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDERS

SES 2012-2013 Contact Information							
#	Provider	Contact	Address	City	State	Zip	Vendor Number
1	24/7 Online Education	Pritika Janweja	20234 Cantara Street Unit 245	Winnetka	CA	91306	(888) 503-5339 64925
2	A Better Grade Inc(formerly Learning for Tomorrow)	Alan D. Habermeyer	13665 Keefe Ave 7650 Currell Blvd. Suite 250	Brookfield	WI	53005	(262) 719-0564 49904
3	A+ Tutoring Service	Frank E. Aspen		Woodbury	MN	55125	(800) 890-4196 12863
4	Ace It! /Sylvan	Brian Jones	453 North Lindbergh Blvd	Creve Coeur	MO	63141	(618) 628-0018 69743
5	Datamatics, Inc. dba Achieve HighPoints	Devina Singh	4375 River Green Parkway, Suite 200	Duluth	GA	30096	(770) 623-6969 49909
6	Accuracy Temporary Services, Inc. dba ATS Project Success	Renee Weaver Wright	20674 Hall Road	Clinton Township	MI	48038-9901	(800) 297-2119 91718
7	Babbage	Kabir Kassam	5940 W. Touhy	Niles	IL	60714	(847) 559-7464 12497
8	Brilliance Academy	Kabir Kassam	5940 W. Touhy Ave. Suite 200	Niles	IL	60714	(847) 559-7464 42462
9	Brain Hurricane	Paige Woolery	1 East Erie Suite 480	Chicago	IL	60611	(312) 577-0066 66021
10	Cambridge Educational Services	John Kim	2860 South River Road 24123 Greenfield Rd., Ste. 307	Des Plaines	IL	60018	(847) 299-2930 23625
11	Carter, Reddy & Associates, Inc.	Raahul Reddy		Southfield	MI	48075	(866) 903-7323 96618
12	Chess Academy LLC (Ho Math and Chess of Illinois)	John P. Buky	5825 W. Patterson Ave.	Chicago	IL	60634	(773) 414-2967 91303
13	Chicago Kids Tek, Inc. dba Chi Tutorsz	Tandy Green	PO BOX 535	Flossmoor	IL	60422	(708) 957-5412 36703
14	Citizen Schools	Erin Driesbach	308 Congress Street, 5th Floor	Boston	MA	2210	(617) 922-0761 97415
15	CKL Cool Kids Learn	Clifford Brazier	8100 Oak Lane, Suite 404	Miami Lakes	FL	33016	(800) 959-0255 69748
16	Club Z! Inc. In-Home Tutoring Services, Inc.	Todd A. Walden	15310 Amberly Drive, Suite 185	Tampa	FL	33647	(800) 434-2582 42465
17	Comp Ed II, Inc.	Byung-In Seo	1226 S. Blue Island Ave. #202	Chicago	IL	60608	(773) 972-3052 81399
18	D.K.Y. Developers, RLLP	Dorothy M. Appiah, Ed.D.	19912 Everett Lane	Mokena	IL	60448	(708) 479-3701 37013
19	Education Masters Illinois	Miriam Standish	500 Lake Cook Road Suite 350	Deerfield	IL	60015	(877) 505-3636 69723
20	Empowerment Learning	Sue Goodman	5105 E. Sahara Ave. Ste #144	Las Vegas	NV	89142	(702) 388-4357 63123

EXHIBIT A:  
SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDERS

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

EXHIBIT A:  
SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDERS

44	<u>SPC Educational Solutions Consulting, LLC</u>	<u>Nely Bergsma</u>	<u>737 N Michigan Avenue/Suite 1925</u> <u>8012 Bonhomme, Ste.</u> <u>100</u>	<u>Chicago</u>	<u>IL</u>	<u>60611</u>	<u>(312) 306-9996</u>	<u>68385</u>
45	<u>Sylvan Learning/KCI Enterprises, Inc.</u>	<u>Karen Carroll</u>	<u>Train Up a Child/The Homework Mastery Center</u>	<u>Clayton</u>	<u>MO</u>	<u>63105</u>	<u>(314) 721-6222</u>	<u>69743</u>
46	<u>Train Up A Child/The Homework Mastery Center</u>	<u>Train Up a Child/The Homework Mastery Center</u>	<u>12508 Payton</u> <u>2300 Valley View Lane,</u> <u>Suite 623</u>	<u>Detroit</u>	<u>MI</u>	<u>48224</u>	<u>(866) 908-8867</u>	<u>42485</u>
47	<u>1 to 1 Tutor, LLC dba Tutor Owl</u>	<u>Ray Narayan</u>	<u>166 S. Industrial Dr.</u> <u>P.O. Box 812</u>	<u>Irving</u> <u>Saline</u>	<u>TX</u> <u>MI</u>	<u>75062</u> <u>48176</u>	<u>(972) 812-7809</u> <u>(734) 470-6387</u>	<u>69789</u> <u>76707</u>
48	<u>Tutorial Services</u>	<u>Kristie Kelly</u>		<u>Matteson</u>	<u>IL</u>	<u>60443</u>	<u>(708) 642-1421</u>	<u>36928</u>
49	<u>Unparalleled Solutions, Inc.</u>	<u>Venetia Clark</u>						
50	<u>1:1 Online Tutoring Services</u>	<u>Amit Janweja</u>	<u>9946 Owensmouth Avenue</u>	<u>Chatsworth</u>	<u>CA</u>	<u>91311</u>	<u>(866) 992-5277</u>	<u>94520</u>
51	<u>Academic Achievement Tutoring Services, LLC</u>	<u>Shavla Fletcher</u>	<u>1500 Patricia Avenue</u>	<u>Ann Arbor</u>	<u>MI</u>	<u>48103</u>	<u>(312) 636-6375</u>	<u>94525</u>
52	<u>JRM Education</u>	<u>Karla M. Janicke</u>	<u>7501 N. University, Suite 2</u>	<u>Peoria</u>	<u>IL</u>	<u>61614</u>	<u>(309) 683-3601</u>	<u>94519</u>
53	<u>College Nannies and Tutors CLH Enterprises, LLC</u>	<u>Laura Horwitz</u>	<u>3090 N. Lake Terrace</u>	<u>Glenview</u>	<u>IL</u>	<u>60026</u>	<u>(847) 998-5657</u>	<u>69747</u>
54	<u>Educate Online Learning, LLC</u>	<u>Angela Belt</u>	<u>1001 Fleet Street, 8th Flod</u>	<u>Baltimore</u>	<u>MD</u>	<u>21202</u>	<u>(410) 843-2672</u>	<u>76718</u>
55	<u>Educational Consultants, Inc.</u>	<u>Eleanor Byrd</u>	<u>912 Donnington Drive</u>	<u>Matteson</u>	<u>IL</u>	<u>60443</u>	<u>(708) 720-4153</u>	<u>94523</u>
56	<u>Empowerment through Education and Exposure</u>	<u>Kashanna Eiland</u>	<u>5437 W. Division St, 2nd Fl</u>	<u>Chicago</u>	<u>IL</u>	<u>60651</u>	<u>(773) 473-4650</u>	<u>94518</u>
57	<u>Learn It Online, LLC</u>	<u>Raquel Whiting Glin</u>	<u>3600 Clipper Mill Road, Su</u>	<u>Baltimore</u>	<u>MD</u>	<u>21211</u>	<u>(410) 369-0000</u>	<u>94524</u>
58	<u>The Achievement Academy, LLC</u>	<u>Kwame Asante</u>	<u>1150 Florida Blvd</u>	<u>Baton Rouge</u>	<u>LA</u>	<u>70802</u>	<u>(866) 808-2036</u>	<u>94509</u>
59	<u>The Black Star Project</u>	<u>Kirsten Rokke</u>	<u>3509 S. King Drive, Suite 4</u>	<u>Chicago</u>	<u>IL</u>	<u>60653</u>	<u>(773) 285-9600</u>	<u>36033</u>
60	<u>TOPS, Inc. (Training On Prevention Services, Inc.)</u>	<u>Kimberly Jarvis</u>	<u>6851 Brigantine Way</u>	<u>Dayton</u>	<u>OH</u>	<u>45414</u>	<u>(937) 673-6988</u>	<u>94526</u>
61	<u>Tools of Empowerment Educational Services</u>	<u>Cynthia Dixon</u>	<u>7607 W. Townsend St.</u>	<u>Milwaukee</u>	<u>WI</u>	<u>53222</u>	<u>(414) 578-2344</u>	<u>94527</u>
62	<u>M &amp; D Educators SES, LLC</u>	<u>Mark Kiccommons</u>	<u>179 S. Rt. 83</u>	<u>Elmhurst</u>	<u>IL</u>	<u>60126</u>	<u>(630) 516-1030</u>	<u>94583</u>
63	<u>Lydia C. Couch dba Retired Teachers Tutoring Services</u>	<u>Lydia Couch</u>	<u>8214 South Evans</u>	<u>Chicago</u>	<u>IL</u>	<u>60649</u>	<u>708-781-9581</u>	<u>94547</u>

Vice President Ruiz abstained on Board Report 12-1114-ED1.

12-1114-OP1

**APPROVE ENTERING INTO NEW LEASE AGREEMENT WITH  
CHICAGO TRANSIT AUTHORITY FOR OFFICE OF THE INSPECTOR GENERAL**

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

Approve entering into a lease agreement with the Chicago Transit Authority ("CTA") for space located at 567 W. Lake St. for use by the Office of the Inspector General. 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.

**LANDLORD:** Chicago Transit Authority c/o Transwestern  
567 W. Lake St.  
2<sup>nd</sup> floor  
Chicago, IL 60661  
Contact: James Runnion  
Phone: (312) 681-2030

**TENANT:** Board of Education of the City of Chicago

**PREMISES:** 567 W. Lake St., 11<sup>th</sup> floor, consisting of approximately 7,971 rentable square feet, which is shown on the attached Exhibit A.

**USE:** Administrative space for the Office of the Inspector General.

**TERM:** The term of the lease shall commence on January 1, 2013, and shall end December 31, 2022. Landlord shall allow the Board access to the property beginning November 15, 2012, and through the commencement date to allow tenant improvement construction.

**RENT:** During Year 1 of the lease term, the Board shall pay a monthly base rent of \$18 per square foot (which includes operating expenses) plus actual electrical costs (which are estimated to be \$0.49 per square foot). The Board shall also pay a security deposit equal to 2 months rent (\$24,564) at the commencement of the lease. In addition, the lease shall allow rent abatement for the first 5 months of the term. Beginning Year 2, the base rent shall increase annually at a rate of \$0.50 per square foot. The actual electrical costs and operating expenses are estimated to increase at a rate of 3% per year.

<u>Year</u>	<u>Monthly Rent*</u>	<u>Annual Rent*</u>
Year 1 (2013)	\$12,282	\$110,538**
Year 2 (2014)	\$12,763	\$153,160
Year 3 (2015)	\$13,112	\$157,347
Year 4 (2016)	\$13,461	\$161,536
Year 5 (2017)	\$13,811	\$165,729
Year 6 (2018)	\$14,161	\$169,926
Year 7 (2019)	\$14,511	\$174,127
Year 8 (2020)	\$14,861	\$178,333
Year 9 (2021)	\$15,212	\$182,542
Year 10 (2022)	\$15,563	\$186,755
<b>Total:</b>		<b>\$1,639,993</b>

\*Includes electrical costs and operating expenses

\*\*Includes 5 months abatement and security deposit

**CAPITAL IMPROVEMENTS:** The Board shall be responsible for all capital improvements to the Premises. Such improvements may be made only upon prior approval by Landlord.

**MAINTENANCE, REPAIRS AND OPERATING EXPENSES:** The Landlord is responsible for performing maintenance and repair work. The Board is responsible for the actual electrical costs. The Board is also responsible for operating expenses at the rate of \$7.09 per sq ft, or the actual cost of such operating expenses, whichever is greater. Electrical costs and operating expenses are expected to increase at a rate of 3% per year.

**RENEWAL OPTION:** Upon mutual agreement of the parties the lease may be renewed for an additional 5 years. The Board shall provide landlord with 12 months written notice of its intent to renew. Landlord shall not unreasonably withhold its consent to such renewal, provided the Board is not in default of the lease. Rent under the 5 year renewal shall be as follows:

<u>Renewal Year</u>	<u>Monthly Rent*</u>	<u>Annual Rent</u>
Year 1 (2023)	\$15,914	\$190,973
Year 2 (2024)	\$16,266	\$195,197
Year 3 (2025)	\$16,619	\$199,423
Year 4 (2026)	\$16,971	\$203,655
Year 5 (2027)	\$17,324	\$207,892
		<b>Total: \$997,140</b>

\*Includes electrical and operating expenses

**INSURANCE/DEMNFICATION:** Any and all insurance/indemnification language shall be negotiated by the General Counsel.

**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 the Chief Facilities Officer to execute any and all ancillary documents related to the license agreement.

**AFFIRMATIVE ACTION:** Exempt

**LSC REVIEW:** Not applicable

**FINANCIAL:** The total amount to be paid by the Board for the 10-year term is **\$1,639,993**

Charge to Office of the Inspector General:

January 1, 2013-June 30, 2013	\$36,846	FY13
Budget Classification: 10320-115-57705-252801-2013		
July 1, 2013-June 31, 2014	\$150,270	FY14
Budget Classification: 10320-115-57705-252801-2014		
July 1, 2014-June 30, 2015	\$155,252	FY15
Budget Classification: 10320-115-57705-252801-2015		
July 1, 2015-June 30, 2016	\$159,442	FY16
Budget Classification: 10320-115-57705-252801-2016		
July 1, 2016-June 30, 2017	\$163,633	FY17
Budget Classification: 10320-115-57705-252801-2017		
July1, 2017-June 30, 2018	\$167,828	FY18
Budget Classification: 10320-115-57705-252801-2018		
July 1, 2018-June 30, 2019	\$172,026	FY19
Budget Classification: 10320-115-57705-252801-2019		
July 1, 2019-June 30, 2020	\$176,230	FY20
Budget Classification: 10320-115-57705-252801-2020		
July 1, 2020-June 30, 2021	\$182,546	FY21
Budget Classification: 10320-115-57705-252801-2021		
July 1, 2021-June 30, 2022	\$184,649	FY22
Budget Classification: 10320-115-57705-252801-2022		
July 1, 2022-December 31, 2022	\$95,487	FY23
Budget Classification: 10320-115-57705-252801-2023		

FY13 – FY23 funding is contingent upon budget appropriation and approval.

**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.





12-1114-PR1

**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH ACADEMIC APPROACH, LLC FOR ASSESSMENT SERVICES**

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

Approve exercising the option to renew the agreement with The Academic Approach, LLC to provide interim assessment services to the Department of Student Assessments at a total cost not for the option period not to exceed \$250,000.00. A written document exercising this option is currently being negotiated. No services have been provided by the Vendor during the period of November 1 through November 14, 2012. No services shall be provided and no payment shall be made to Vendor during the option period prior to execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

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

CPOR Number : 11-0927-CPOR-1484

**VENDOR:**

- 1) Vendor # 62052  
ACADEMIC APPROACH THE, LLC  
342 WEST ARMITAGE  
CHICAGO, IL 60614  
Matthew Pietrafetta  
773 348-8914

**USER INFORMATION :**

Contact: 10835 - Curriculum & Instruction Office  
125 S Clark Street, 11th Floor  
Chicago, IL 60603  
Walter, Mrs. Teresa  
773-553-5060

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 11-1026-PR7) in the amount of \$250,000 is for a term commencing November 1, 2011 and ending October 31, 2012, with the Board having one (1) option to renew for a one (1) year term. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 and approved by CPOR Number 11-0927-CPOR-1484.

**OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing November 1, 2012 and ending October 31, 2013.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide Chicago Public Schools ("CPS") assessments aligned to College Readiness Standards ("CRS") in each of the subject areas: Math, Reading, English Language Arts, and Science for CPS 9th, 10th, and 11th graders during the 2012-2013 school year. Each assessment will be composed of multiple choice questions, each of which is aligned to a particular CRS, and the Vendor will provide a test key for each assessment indicating the correct response for each question, as well as the CRS to which each such question is aligned. Assessments will be delivered to CPS in paper and electronic form. Thereafter, CPS will make the assessments available for use by all CPS high schools, and will be administered chiefly via CIM, CPS' primary portal for assessment administration and results reporting. Vendor will provide professional development services on the use of the data.

**DELIVERABLES:**

Vendor will continue to provide interim assessments aligned to College Readiness Standards in Math, Reading, English Language Arts and Science in the quantities indicated in the contract.

**OUTCOMES:**

Vendor's series of multiple-choice format interim assessments that are aligned to ACT's College Readiness Standards will gauge the extent of student learning and facilitate improved instruction in grades 9-12. Vendor's approach will target the most essential college readiness skills necessary to increase student achievement on the ACT.

**COMPENSATION:**

Vendor shall be paid in accordance with the pricing set forth in the written agreement; total compensation not to exceed the sum of \$250,000.00.

**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 of Instruction to execute all ancillary documents required to administer or effectuate this option.

**AFFIRMATIVE ACTION:**

The MBE/WBE goals for this agreement include 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends that a waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due to the scope of services being not further divisible.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 332, Assessment, 11210, \$250,000 in FY13

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**12-1114-PR2**

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH NOCTI FOR THE PURCHASE OF TECHNICAL COMPETENCY PRE AND POST TESTS AND PROFESSIONAL DEVELOPMENT**

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

Approve exercising the first option to renew the agreement with NOCTI for the purchase of technical competency pre and post tests and professional development for Career and Technical Education at a total cost for the option period not to exceed \$110,000. A written document exercising this option is currently being negotiated. No payment shall be made to NOCTI during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

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

**VENDOR:**

- 1) Vendor # 96818  
NOCTI  
500 NORTH BRONSON AVE.  
BIG RAPIDS, MI 49307  
Heidi Speese  
800 334-6283

**USER INFORMATION :**

Contact: 13725 - Early College and Career  
125 S Clark Street  
Chicago, IL 60603

Rudofsky, Ms. Sarah E  
773-553-2490

**ORIGINAL AGREEMENT:**

The original Agreement authorized by Board Report 11-1026-PR4 in the amount of \$141,700 is for a term commencing December 10, 2011 and ending December 9, 2012, with the Board having 2 options to renew for 1 year terms. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Purchasing Officer.

**OPTION PERIOD:**

The term of this agreement is being extended for 1 year commencing December 10, 2012 and ending December 9, 2013.

**OPTION PERIODS REMAINING:**

There is 1 option period for 1 year remaining.

**SCOPE OF SERVICES:**

NOCTI shall continue to provide assessments and professional development to support the implementation.

The estimated number of students to be tested for both pre- and post-tests is based on enrollment numbers from 2011-2012. Juniors will take the pretest in all pathways. The estimated number of pretests needed for purchase is 4,150 at a cost of \$10.80 per pretest for a total of \$44,820. The seniors will take the post-tests. The estimated number of post-tests for purchase is 2,750 at a cost of \$19.00 per post-test for a total of \$52,250. NOCTI will also provide 200 Study Guide kits which includes a teacher manual and 10 student editions per teacher at \$27.00 each for a total of \$5,400. The total estimated purchase price for assessments and study guide kits is \$102,470.

NOCTI will provide professional development to ensure fidelity of implementation, reliability of the data, and constructive use of the data to inform instruction. Professional development costs are \$1,000 per day for training and one day of preparation time (\$250) per day per presenter. Professional development will be offered three times a year by NOCTI trainers with instructional support throughout the year provided by CTE staff. Two NOCTI trainers will provide 1 day of training in Fall 2012 to prepare teachers and staff for the upcoming assessments for a total cost of \$2,500. Two trainers will provide a full day of training in 2012 to prepare teachers for implementation for a cost of \$2,500. Lastly, two NOCTI trainers will provide one full day of training in Spring 2013 to take teachers and staff through a specially designed data analysis protocol to produce instructional revisions for \$2,500. Professional development costs total \$7,500.

Total Cost Not to Exceed: \$110,000

**DELIVERABLES:**

NOCTI will continue to provide assessments and professional development to support the implementation.

**OUTCOMES:**

This project was developed to positively impact CTE students by allowing them to take a nationally-recognized assessment based on industry standards. In an effort to revitalize and standardize the curriculum, it is critical to ensure that our assessments are standardized on a national scale, valid, and reliable. NOCTI's services will result in teachers using curriculum-embedded assessments, certification attainment, and national, industry-validated assessments to ensure quality of instruction and to monitor student learning. Teachers and administrators will be able to derive standardized data from this assessment in order to evaluate and improve instruction. Because the curriculum is being aligned to national standards and the NOCTI assessments are aligned to national standards, NOCTI will allow CTE stakeholders to see the strengths and disparities in what the students are learning. NOCTI will also be used as a lever with post-secondary institutions to attain articulation agreements for our students.

**COMPENSATION:**

Vendor shall be paid during this option period as specified in the renewal agreement; total not to exceed the sum of \$110,000.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

The M/WBE goals for this agreement include 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends granting a waiver of the M/WBE goals for this agreement as it was approved by the Non-Competitive Procurement Review Committee due to grant money stipulating that this specific vendor be used along with the fact that supplies, materials, parts, and/or equipment are only available from this vendor.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 369, Early College and Career Citywide, 13727, \$110,000 in FY13

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**12-1114-PR3**

**APPROVE ENTERING INTO AN AGREEMENT WITH JOBS FOR THE FUTURE FOR EARLY COLLEGE HIGH SCHOOL CONSULTING SERVICES**

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

Approve entering into an agreement with Jobs for the Future to provide Early College High School Consultant Services to Office of Pathways to College and Careers at a total cost not to exceed \$250,000. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by Chief Purchasing Officer. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

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

**VENDOR:**

- 1) Vendor # 98224  
JOBS FOR THE FUTURE, INC  
88 BROAD ST, 8TH FLR.  
BOSTON, MA 02110  
Caesar Mickens  
617 728-4446

**USER INFORMATION:**

Project 13725 - Early College and Career  
Manager: 125 S Clark Street  
Chicago, IL 60603  
Kaufmann, Mr. Joshua D.  
773-553-2108

**TERM:**

The term of this agreement shall commence on November 15, 2012 and shall end November 14, 2013. This agreement shall have one (1) option to renew for a period of 12 months at a cost not to exceed \$250,000.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Jobs For the Future ("JFF") will provide the following consulting services to drive forward the Early College ("EC") High School model at the Board of Education ("CPS" or "Board"):

Work with CPS and City Colleges of Chicago ("CCC") to develop the 6 year scope and sequence for the Early College STEM ("Science, Technology, Engineering and Mathematics") IT ("Information Technology") pathways. This work will include the development of a skills map, developed in consultation with industry partners, to align technical and workplace competencies to the curriculum. They will translate the skills map to learning outcomes that provide the basis for the curriculum. JFF will facilitate the writing, editing, and vetting of the IT pathway curricula. It will also involve sequencing CPS and CCC courses to provide seamless opportunities for students to earn college credit while still in high school.

Develop the work based learning continuum aligned to three IT pathways. This work involves facilitating cooperation between CCC, CPS and corporate partners to design mentorships, job shadowing, internships and other work-based experiences for high school students.

Support design of early college health sciences school to be launched in Fall 2013, which involves the same work as above focused around health sciences pathway. As a new Early College pathway, this will also involve creating partnerships with various healthcare institutions.

Facilitate creation of a data dashboard to monitor implementation and success metrics for the Early College High Schools.

Partnership development. This work includes organizing a clear role for an Early College Steering Committee, comprised of business partners, CCC, CPS, DePaul and other universities. In particular, JFF will help the Steering Committee to develop communication systems, recruit additional partners and fundraise.

JFF will also facilitate the creation of a larger industry coalition to build capacity and sustainability, as we are concerned that our current corporate partners may not have capacity to provide all the work-based experiences which will make these schools successful.

**DELIVERABLES:**

Grades 9-14 STEM scope and sequence in conjunction with university partners, with options for earning significant credits by the end of grade 12.

Work-based learning models, including printed guides and training of stakeholders, related to mentorships, job shadowing, internships, and project-based learning.

Successful launch of EC Health Sciences school, including 9-14 scope and sequence and corporate partnerships.

Data dashboard.

Development of at least five secondary partners for each EC STEM school to build capacity, particularly for work-based learning.

**OUTCOMES:**

Vendor's services will result in the District having an Early College STEM High School model that results in students earning significant college credit and potentially an Associate's Degree while in high school and prepared for an entry-level position in the IT field.

**COMPENSATION:**

Vendor shall be paid as specified in the agreement; total not to exceed the sum of \$250,000.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the MBE/WBE provisions of the Program do not apply to those transactions where the vendor providing services operates as a Not-for-Profit organization. This agreement is exempt from MBE/WBE review.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

13727, Early College and Career Citywide, Fund 324, \$250,000  
Future year funding is contingent upon budget appropriation and approval.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**12-1114-PR4**

**APPROVE ENTERING INTO AN AGREEMENT WITH BLACKBOARD CONNECT, INC.  
FOR INTERACTIVE VOICE RESPONSE AND OUT CALLING COMMUNICATION SERVICES,  
TRAINING AND SUPPORT**

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

Approve entering into an agreement with Blackboard Connect, Inc. (Blackboard Connect) to provide outsourced interactive voice response (IVR) and out calling communications services, training and support for Chicago Public Schools (CPS). The total amount of the contract shall not exceed \$1,494,450.00. Blackboard Connect was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 12-250027

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

**VENDOR:**

- 1) Vendor # 85840  
BLACKBOARD CONNECT, INC  
15301 VENTURA BLVD., BUILDING B STE 300  
SHERMAN OAKS, CA 91403  
Erin Cummings  
818 808-1700

**USER INFORMATION:**

Contact: 12510 - Information & Technology Services  
125 South Clark Street - 3rd Floor  
Chicago, IL 60603  
Tidmarsh, Mr. Lachlan W.  
773-553-1300

Project  
Manager: 12510 - Information & Technology Services  
125 South Clark Street - 3rd Floor  
Chicago, IL 60603  
Zalewski, Miss Kathryn Lucille  
773-553-1300

**TERM:**

The term of this agreement shall commence upon signature and shall end thirty six (36) months later. This agreement shall have two options to renew for periods of one (1) year each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Blackboard Connect will host and support a comprehensive, highly available, web-based communications solution that will provide IVR services such as substitute teacher scheduling, employee benefits management or lunch fee management and deliver messages via varied media including, but not limited to, voice, email, text or TTY/TDD for notifications such as daily attendance, emergencies, school-specific messages or programs, department-specific or District-wide notices to parents, students and employees. The solution will be integrated with the Board's Student Information System and will be able to integrate with other information sources. Training of Board personnel and ongoing technical/end user support is included with the solution.

**DELIVERABLES:**

Blackboard Connect will provide the Board with a comprehensive, 24x7x365 communications tool including training and support that will enhance IVR and messaging services for the Board through the middle of fiscal year 2016.

**OUTCOMES:**

Blackboard Connect's services will result in the Board having a state-of-the-art yet economical communications tool that enhances IVR and messaging capabilities through the middle of fiscal year 2016.

**COMPENSATION:**

Blackboard Connect shall be paid as follows: Upon monthly invoicing as specified in the agreement; total cost not to exceed \$1,494,450.00 during the initial term of the Agreement.

**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 Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

The MBE/WBE participation goals for the contract include: 25% MBE and 5% total WBE. However, the Office of Business Diversity recommends granting a partial waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, because the scope of the contract is not further divisible. The vendor has agreed to work with Career to Technical Education (CTE) in identifying student interns for the life of the contract.

The awarded vendor has scheduled the following participation:

**Total WBE - 5%**

Accurate Die Cutting, Inc.  
120 Joey Drive  
Elk Grove Village, Illinois 60007  
Attn: Laura K. Wolff

**LSC REVIEW:**

Local School Council approval is not applicable to this report

**FINANCIAL:**

115 Office of Information & Technology Services 12500  
\$249,075.00 FY 13  
\$498,150.00 FY 14  
\$498,150.00 FY 15  
\$249,075.00 FY 16  
Future year funding is contingent upon budget appropriation and approval.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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



12-1114-PR5

**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 \$1,039,568.44 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 \$1,345,593 as listed in the attached November 14, 2012 Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

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

**AFFIRMATIVE ACTION:** The General Contracting Services Agreements entered into by each of the pre-qualified general contractors and other miscellaneous construction contracts awarded outside the pre-qualified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

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

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482  
will be used for all Change Orders (November 14, 2012 Change Order Log); Funding  
source for new contracts is so indicated on Appendix A

Funding Source: Capital Funding

**GENERAL CONDITIONS:**

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

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

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

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

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

Appendix A  
November 2012

SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AA	H	A	WBE	PROJECT SCOPE AND NOTES	REASONS FOR PROJECT
Davis N Branch	K.R. Miller Contractors	2411987	BID	\$ 599,000.00	8/16/2012	10/31/2012	2012	26	0	0	5	The purpose of this project is to provide for a school-based health center. It will entail converting an existing space, multi-purpose room to a series of exam rooms, administration and supporting rooms. This includes architecture, mechanical, electrical, plumbing and FAA and low voltage. Full compliance to the Accessibility for People with Disabilities is required as well.	8
Noble Street - Chicago Bulls College Prep Campus (at Cregier)	McDonagh Demolition Inc.	2421938	JOC	\$ 238,652.92	9/11/2012	11/26/2012	2012	0	0	0	85	Remove all debris from the catch basin and repair the basin. Replace all the down spots from the gutter to the cast iron pipe with new (total of 4). Repair the drains if found to be broken. Remove all damaged concrete from the existing light well and install a new concrete in the entire light well area (approximately 1500 SQFT per light well). Rebuild approximately 200 SQFT of masonry per area well and tuck point all the elevations of the area well.	4
Noble Street Charter - UIC College Prep (at Gladstone)	Old Veteran Construction	2407380	JOC	\$ 162,669.44	8/29/2012	11/20/2012	2012	0	62	0	2	Remove all debris from the catch basin and repair the basin. Replace all the down spots from the gutter to the cast iron pipe with new (total of 2). Repair the drains if found to be broken. Remove all damaged concrete from the existing light well and install a new concrete in the entire light well area (approximately 1500 SQFT per light well). Rebuild approximately 200 SQFT of masonry per area well and tuck point all the elevations of the area well.	4
Ryerson School	Old Veteran Construction	2414346	JOC	\$ 39,246.08	8/3/2012	9/12/2012	2013	0	34	0	0	Library environmental mitigation is necessary as this school was selected to receive a Library Makeover under the Target/Heart of America program.	9
				\$ 1,039,568.44									

Reasons:

1. Safety
2. Code Compliance
3. Fire Code Violations
4. Deteriorated Exterior Conditions
5. Priority Mechanical Needs
6. ADA Compliance
7. Support for Educational Portfolio Strategy
8. Support for other District Initiatives
9. External Funding Provided

CHICAGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

November Capital Construction Change Order Log

School	Project Number	Original Contract Amount	Vendor	Change Order Descriptions	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Phillips High School	2011-46261-DOR	\$48,873	All-Bry Construction	<ul style="list-style-type: none"> <li>Historical reviewers rejected the "in-kind" door replacement and directed us to make renovation more closely resemble a 1906 drawing on file.</li> </ul>	\$6,900	\$6,900	\$9,083	\$64,856	32.70%
Einger School	2010-3150-MCR	\$3,357,162	Reliable & Associates Construction Co.	<ul style="list-style-type: none"> <li>Complete masonry parapet walls on accelerated schedule to meet completion schedule.</li> <li>Remove water damaged plaster walls, ceilings and flooring - all work to be performed on Over Time in order to maintain school opening schedule.</li> <li>Remove and dispose of existing structural steel beams in attic and roof - all work to be performed on Over Time in order to maintain school opening schedule.</li> <li>Provide replacement of roof drain above classroom 105.</li> <li>CREDIT - Unused Allowance Dollars.</li> </ul>	\$23,801	\$23,801	\$750,107	\$4,131,070	22.71%
Harlan Academy High School	2010-1350-PLS	\$849,000	Miller	<ul style="list-style-type: none"> <li>Renew (2) main drain pits with perma-liner technology.</li> </ul>	\$4,765	\$4,765	\$182,682	\$1,036,446	22.08%
Beethoven School	2012-25931-NPL	\$107,127	Wight Construction (Wight & Company)	<ul style="list-style-type: none"> <li>Remove discovered concrete slabs encountered below grade and backfill areas with CA-7, ensure all areas are compacted to 95%.</li> </ul>	\$21,471	\$21,471	\$0	\$128,598	20.04%
Healy School	2012-23651-NPL	\$185,642	Wight Construction (Wight & Company)	<ul style="list-style-type: none"> <li>Remove and dispose of abandoned pipe and concrete footing which interfere with footings - approximately 100LF of footing 5' wide - bottom depth at 4' underground. Replace volume with CA-6.</li> </ul>	\$33,416	\$33,416	\$0	\$219,058	18.00%
Darwin School	2011-22881-ADA	\$4,321,000	F. H. Paschen, S. N. Nielsen & Assoc., Inc.	<ul style="list-style-type: none"> <li>Permit Review changes/revisions</li> <li>Extend the temporary partition at the elevator door opening and install temporary locking doors and frames. Install temporary classrooms doors. Provide add1 trim at the classrooms. Provide add1 trim painting at the classrooms.</li> <li>Provide additional cabling, conduit, and voice/data connections for the final install of the library furniture. Provide (2) 1" conduit voice and data drops from the library to MDF room. (Approx 300 ft each way). Provide 12 additional data outlets, 1 voice outlet, and 1 patch outlet</li> <li>CREDIT: Delete furnishing and installation of balcony rail work in the auditorium.</li> <li>Modify ceiling height in basement corridor, install metal studs &amp; drywall to accommodate existing conditions; Relocate existing sprinkler heads and exit signs; Install fire-rated access panels.</li> <li>Furnish and install a new 60A circuit breaker at existing panel, including conduit &amp; wire, to be installed in Room 110 to accommodate additional power loads.</li> <li>Provide an infill partition at the removed bookcase. When the bookcases in the library were removed, there was no way of knowing that there would be wall missing behind them instead of solid wall.</li> </ul>	\$127,532	\$127,532	\$595,250	\$5,043,782	15.40%
Nightingale School	2011-24671-MCR	\$5,274,038	Tyler Lane Construction, Inc.	<ul style="list-style-type: none"> <li>Permit Review changes/revisions</li> <li>Extend the temporary partition at the elevator door opening and install temporary locking doors and frames. Install temporary classrooms doors. Provide add1 trim at the classrooms. Provide add1 trim painting at the classrooms.</li> <li>Provide additional cabling, conduit, and voice/data connections for the final install of the library furniture. Provide (2) 1" conduit voice and data drops from the library to MDF room. (Approx 300 ft each way). Provide 12 additional data outlets, 1 voice outlet, and 1 patch outlet</li> <li>CREDIT: Delete furnishing and installation of balcony rail work in the auditorium.</li> <li>Modify ceiling height in basement corridor, install metal studs &amp; drywall to accommodate existing conditions; Relocate existing sprinkler heads and exit signs; Install fire-rated access panels.</li> <li>Furnish and install a new 60A circuit breaker at existing panel, including conduit &amp; wire, to be installed in Room 110 to accommodate additional power loads.</li> <li>Provide an infill partition at the removed bookcase. When the bookcases in the library were removed, there was no way of knowing that there would be wall missing behind them instead of solid wall.</li> </ul>	\$70,000	\$70,000	\$690,205	\$5,962,425	13.05%

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CHICAGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

November Capital Construction Change Order Log

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<u>Change Order Descriptions</u>								
• CREDIT - Unused Allowances								
Curtis School	2008-3160-BLR	\$1,981,000	F. H. Paschen, S. N. Nielsen & Assoc., Inc.	(\$1,819)	\$1,774	\$238,049	\$2,220,823	12.13%
<u>Change Order Descriptions</u>								
• Investigate the duct work that is blocked in the gym and to remove any foreign materials that might be in the duct.								
• CREDIT - Unused allowance dollars.								
Simpson Academy	2011-49051-CSP	\$2,250,195	Miller	(\$417)	\$43,801	\$226,644	\$2,520,640	12.02%
<u>Change Order Descriptions</u>								
• Provide 4 new HVAC units at daycare mobile units.								
Dvorak Academy	2011-26051-BLR	\$3,419,000	All-Bry Construction	\$43,801	\$38,079	\$335,613	\$3,792,692	10.93%
<u>Change Order Descriptions</u>								
• Chilled water system needs a 4" bypass, with a check valve and modulating control valve. This bypass can be installed anywhere along the main system after the pumps discharge, but would be best to remain in the Boiler Room. This bypass will modulate from a minimum flow of 148.5 GPM to a maximum flow of 255 GPM during cooling season when the classroom UV's are not functioning. When the UV's are in operation, the bypass will close. Bypass will remain closed at all times during heating operation.								
Herzl School	2012-23771-MCR	\$6,871,000	F. H. Paschen, S. N. Nielsen & Assoc., Inc.	\$276,866	\$454,235	\$7,602,101		10.64%

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				<b>Change Order Descriptions</b>					
				<ul style="list-style-type: none"> <li>The scope of the wood trim remains to be finished to match existing and replace with new where required. New boards to be installed on wood blocking strips. Existing strips can be used, install new ones as required. Mill wall around any new units to create a finished surface. Paint. Unscrew items currently screwed over existing black boards. Fill holes and sand as required to achieve an acceptable subsurface.</li> <li>Provide new floor slab in room 118 and 120 per Perry and Associates detail due to the existing soil conditions.</li> <li>The Room Finish Schedule has been updated to coordinate with the Material Matrix located in the Contract Documents.</li> <li>The following hand dryers are to be installed in the designated restrooms: Unisex 132A - provide (1) hand drier, Girls 118A - provide (2) hand driers, Boys 145 - provide (2) hand driers, Girls 155 - provide (2) hand driers, Toilet Room 212 - provide (1) hand drier.</li> <li>Provide access panels in the ceiling of Gym 330. Contractor to locate existing black iron grid and adjust openings per existing grid.</li> <li>Relocate cabinet from south east corner to north east corner per school request. Provide the sink and plaster trap attached to this bulletin. Install a knee wall to cover existing piping on the north wall. Demo the existing chalk board, wood blocking and plaster on the east and south walls. Install gyp board furring wall 8' high to align with existing plaster where existing chalk boards were removed.</li> <li>Included door changes at Doors: 113, 114B, 149, 155A, 155B, 213A, 217C, 221A, 221B, 226, 230, 231A, 231B, 231C, 231D, and 250.</li> <li>Remove the existing floor and sleepers in the North East corner where the existing floor has dropped by approximately 5". Anchor ledger to the existing foundation at north and east walls to level floor. Sister new sleepers from the level existing sleepers to the new ledger. Install new tongue and groove plywood subfloor.</li> <li>Remove damaged vct to existing 9x9 tile and replace with new vct to match. Cut down foam filler at base of walls and existing wood shoe. Replace with new 3" wood shoe and paint to match. Remove metal plate and replace with vct.</li> <li>In Room 216 relocate the outlet for the A.C. unit to the left side of the window. Provide 1 new outlet/switch for second A.C. unit. In Room 116 provide 2 outlets/switches for the A.C. units.</li> <li>In Room 123 provide 1 outlet/switch for A.C. unit.</li> <li>VCT to VCT (example, doors at second floor between classrooms and corridor at the first floor). VCT to concrete (second and third floor rooms to corridor) - Install a vinyl transition strip. Carpet to concrete (offices at second floor) - vinyl carpet transition strip. Tile to VCT (Existing bathrooms at first floor to new VCT in corridors) - utilize vinyl transition strip (resilient floor reducer type).</li> <li>Drawing P-102A indicates new work within the existing wall and shows a large area of new horizontal piping. The south wall of Room 203 is not to be partially demolished. Core drill existing wall to allow pipes to penetrate through the bathroom chase wall into room 203. Run pipe along inside wall of cabinetry. Hold new pipe tight to existing plaster wall.</li> <li>Provide soils per the IFC set, specifications and per the GSG report.</li> <li>Remove existing plywood. Provide gyp board infill that aligns with existing plaster ceiling Patch, sand and paint to match existing color.</li> <li>Repair (2) far west urinals water supply lines in Restroom 242. Replace P-Traps at (3) far west urinals in Restroom 242. Replace valve and rod (1) far east water closet. Rod riser in the North West Corridor.</li> <li>Ticket is for replacing unsuitable soils underneath about 1/3 of the North Parking lot.</li> <li>The computer tables to be provided by CPS will have the factory installed wire management system, we will not need to add additional wire mod 4000 in these locations. The wires will be at the wall and will be tied into the tables by the GC/sub.</li> <li>Provide a gyp board soffit in Room 103 approximately 15'-6" x 4' to house plumbing for Room 203.</li> </ul>	\$89,859				
					\$25,288				
					\$19,537				
					\$16,669				
					\$14,527				
					\$13,480				
					\$11,383				
					\$11,342				
					\$8,351				
					\$8,297				
					\$6,756				
					\$6,042				
					\$5,670				
					\$5,335				
					\$3,823				
					\$3,776				
					\$3,599				
					\$3,456				

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			<ul style="list-style-type: none"> <li>Remove all toilet partitions and patch walls per specification section 09 01 22 Plaster Patching. Align the new wall with the face of existing toilet partition to create the necessary plumbing chase.</li> <li>Provide power to existing computer tables. Run a light gauge Unistrut in the wire chase at the back of the tables and connect each table to the Unistrut with existing bolts. Each row of tables to be fastened together for a total of 2 rows at the peninsula.</li> <li>Provide the new computer station layout and circulation desk location per CPS. The location of the future smart board connections on the wall and at the ceiling will not change. New and existing furniture for reuse by CPS. Install a new 4x6 white board and 4x4 cork board in lieu of the new triple track white board shown on sheet A-101B.</li> <li>Repair lights in 244 and 217c. Wire snipping of existing hanging wires throughout occupied areas of the building. Misc wire removal &amp; patching.</li> <li>Remove two conduits on the west wall in 118 back to junction box. Patch, sand and paint where demolition has occurred.</li> <li>Provide a new drywall privacy partition in Girls Bathroom. Interior vestibule wood frame to remain, remove rabbit trim around entire opening. Install new drywall partition aligning with the bathroom side of the room. Attach partition to floor, top and side of existing opening.</li> <li>The roof saddle on the north side of skylight infill, shown to be removed, is made of lightweight concrete. The saddle will need to remain on roof deck. This will be a field condition for the roofers to work out using their insulation materials.</li> <li>Patch wall per specification section 01 73 29 -3 and 01 73 29-4 by filling gaps and providing an even finished surface. Install the required furring and lathing sizes as required, per specification section 09 01 22 Plaster Patching, for the finish plaster surface to be flush with adjacent construction.</li> <li>Plumbing scope changes requested. Work involved minor repairs and leak repairs.</li> <li>Art Room and Kitchen Storage - Install new phone lines for this room. Utilize existing jack if available, if not, provide new jack.</li> <li>Please substitute wheel stops instead of a guardrail in the North East Parking lot per contractor's request and CPS approval.</li> </ul>	\$3,214				
Johnson School	2012-26231-CSP	\$460,500	Friedler Construction Co.	\$16,000	\$24,756	\$23,346	\$508,602	10.45%
			<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>Replace existing T-12 lamps and magnetic ballasts with new T-8 lamps and electronic ballasts for 83 total fixtures to be replaced at the locations selected by the building Engineer.</li> <li>Due to discovered conditions at the site which include the following: Existing conduit to the existing soffit lights having been disconnected somewhere unknown within the existing CMU wall cavity. Existing roof construction of the Gym was discovered to have been "teclum panels" with iso insulation, capped with membrane in lieu of concrete roof deck capped with membrane as anticipated.</li> <li>Make and install a new louvered metal cover for the existing mechanical unit mounted to the ceiling of the first floor in the North Stair. The new mechanical unit cover in the North Stair will match the existing mechanical unit cover in the South Stair.</li> </ul>	\$5,988				
Hanson Park School	2011-24461-BLR	\$6,426,000	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	\$2,768	\$2,545	\$562,851	\$6,991,396	8.80%
			<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>Upgrade Annex Boiler Controls.</li> </ul>	\$2,545				
Gladstone School (Closed)	2009-3540-ADA	\$1,185,773	Chicago Commercial Contractors, LLC	(\$3,869)	(\$3,869)	\$92,277	\$1,274,181	7.46%
			<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>CREDIT - Unused Allowance dollars</li> </ul>	(\$3,869)				
Schurz High School	2012-46281-CAR	\$408,960	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	\$14,105	\$14,105	\$15,763	\$438,828	7.30%

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Belding School	2011-22221-UAF-1	\$117,648	Miller	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>Extend new feed from existing Distribution Panel DP-1D (in basement) up through second floor then back down to feed new panelboard CP-1C. Build an enclosing chase from 1st floor to 4" above 1st floor ceiling. Chase shall be constructed of 2-1/2" x 20ga metal studs and 5/8" type x abuse resistant gypsum board with 4" rubber base. Chase shall extend 4" above lay-in ceiling with ceiling built back against new construction.</li> <li>Install mounting rails the floor structure above room 100 is suspected to consist of flat tile arch construction. Projectors in rooms 103, 228, and 232 shall require similar mounting rails.</li> </ul>	\$8,042	\$8,590	\$0	\$126,238	7.30%
				<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>The existing drinking fountain walls in the basement are not tall enough to accommodate the reduced bending drinking fountain and the new stainless steel backplate. Provide a CMU drinking fountain wall similar to details 1, 2, and 3 on A-700. The wall is to be placed in the notched area of the existing hair wall that is being demolished. Provide wood trim and wood cap to match existing surrounding trim.</li> <li>Provide multiple bond beam with (1) #5 rebar at bottom of each beam and provide additional demo in order to place those bond beams. Provide minimum of 8" bearing on each side of the opening and solid groud the ends of the new beams in the beam pockets. Rebuild any portion of the existing masonry wall that is disrupted during construction and match existing adjacent finish.</li> <li>It has been discovered that some of the doors in the toilet rooms, vestibules, and storage closets are not 8'0" high doors.</li> <li>There are existing sprinklers in the first and second floor new unisex toilet rooms. A new dropped ceiling is being installed in each toilet room, therefore the existing sprinklers are to be reconfigured/extended. Provide a new recessed-type sprinkler head.</li> </ul>	\$3,365				
					\$2,303				
					\$1,768				
					\$1,155				
Pritzker School	2011-25871-BLR	\$2,991,000	Miller	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>Provide HOA switches on all new exhaust fans with 3 phase motors per specs.</li> <li>Abandon existing underground ductwork for AHUs serving the Gym and Cafeteria/Lunch areas. Provide new ductwork and grilles as shown on attached plan. Remove and cap existing abandon ducts. Provide all required wall and floor penetrations and associated sleeves, fire dampers as shown on plan.</li> <li>In order for the chiller manufacturer (McQuay) to warranty the new units, the highest the masonry wall can be is 12'. The walls are currently at 16'. Demo new wall so top of coping is 12'. This includes rerouting a security camera and temperature sensor.</li> </ul>	\$27,953	\$53,811	\$162,790	\$3,207,601	7.24%
					\$25,858				
						\$30,457	\$0	\$466,103	6.99%
Lincoln School	2012-24191-ICR	\$435,646	Miller	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>Perform environmental abatement of lead paint from all wall/ceiling surfaces impacted by the scope of work in the Art Room on the Lower Level.</li> <li>Toilet Room 107A. Existing 8 x 12 relief air duct from above toilet room ceiling up to attic space is to remain. Disconnect this 8 x 12 duct from existing main relief duct in attic and seal main duct at removed connection. New exhaust ductwork in attic space is to be wrap insulated. Provide conduit and wiring from lighting switch circuit to roof mounted fan disconnect switched.</li> <li>Modify/re-route the existing electrical conduit and wiring along the windows of Room #107 to service the new window mounted AC unit.</li> </ul>	\$22,850				
					\$7,189				
					\$419				
Avondale School (Consolidated into Logandale)	2011-22121-UAF-1	\$101,963	Miller			\$6,598	\$0	\$108,562	6.47%

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Chicago High School for the Arts (Former Doolittle West)	2012-63051-CSP	\$6,408,000	Walsh Construction Company	<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>It was discovered at a new water tie in connection at room B25 that the material covering the pipe was asbestos containing material.</li> <li>It has been discovered that some of the doors in the toilet rooms, vestibules, and storage closets are not 8'0" high doors. The GC is to verify the existing dimension and provide new doors of the same height (typically 7'0"). For doors in new locations, the GC should verify the existing dimensions of doors located within the same area and provide doors of that height (typically 7'0").</li> <li>There is an existing sprinkler in the basement new unisex toilet room. A new dropped ceiling is being installed in the room, therefore the existing sprinkler is to be reconfigured/extended. Provide a new recessed-type sprinkler head.</li> <li>Move the existing electric heating unit in the basement so that the top of the unit is 6" below the new dropped ceiling at 8'-0".</li> <li>Upon removal of the items in the storage closet and commencement of demolition, it was discovered that there is some abandoned plumbing from an abandoned lav along the north wall. If left as is, the plumbing would protrude into the new unisex toilet room and through our new wall. Remove and cap the existing sink piping that is no longer in use, along the north wall of the new unisex toilet room. Cap the lines above the new dropped ceiling, at the south wall of the unisex toilet room.</li> </ul>	\$3,446 \$1,306 \$1,087 \$382 \$376	\$237,755	\$158,922	\$6,804,877	6.19%
Fuller School	2012-23271-CSP	\$1,896,423	IHC Construction Companies, LLC	<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>Provide Kitchen alterations per bulletin drawings.</li> <li>Upon removing the plaster for the installation of the new drinking fountains, it was discovered an extreme amount of demolition will be required to look for the existing vents as well as accommodating the new drinking fountain heights.</li> <li>Provide aisle lighting scope and the sconces replacement.</li> <li>Scope was to relocate existing computer lab (as-is) with same layout, furniture, etc. in Classroom 300 to Classroom 204.</li> <li>Provide additional sealcoating at perimeter of playground as well as asphalt north of auditorium. Sawcut and remove damaged asphalt. Pour new asphalt.</li> <li>The additional VCT in the lunchroom was installed because of a school request after a walk through. Replace the existing VCT to meet the school opening.</li> <li>Remove and dispose of existing four lights in the Dance studio 256. Provide lighting for Dance Studio 256.</li> <li>Provide and install missing toilet partition doors to match the existing. Provide locks/hardware needs in the first floor boys east toilet room and the second floor girls toilet room (214).</li> </ul>	\$134,999 \$40,556 \$32,145 \$8,647 \$6,900 \$6,217 \$5,194 \$3,097	\$57,898	\$49,881	\$2,004,202	5.68%

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				<ul style="list-style-type: none"> <li>As indicated in the front ends, the locker replacements were to be completed over the Fall intersession. In order to have this work completed by the start of school, IHC had to switch vendors from Lyons to Larson.</li> <li>Apply "Wall Talkers" Peel-N-Stick board surfacing system at the following slate chalkboard locations: Rooms 110, 109, 200, 202, 308, 310, 312 and 314. Remove existing slate chalkboard section and replace with 1/8" minimum hardboard on wood continuous treated wood grounds, 12" OC Max. Fill holes, smaller than 3/4" diameter at the following locations: Rooms 213, 203, and 308. Fill cracked corners at chalkboards at: Rooms 202, 111, and 113.</li> <li>Remove existing concrete slab (40' x20' x 7" - Approximately) found under area for new trash enclosure. This must be removed to allow for proper grading.</li> <li>All component to be replaced should be replaced with a new matching component finished to match existing undisturbed seats. All components to be refinished are to be sanded, prepped and refinished with a solid color stain to match the adjacent undisturbed seating. Those with a number 4 need the mechanical operation repaired, so that the seat extends into a normal seating position.</li> <li>At west wall of Room 101. Scape, prepare prime and paint flat wall area, bounded by decorative plaster moldings, where new speakers replaced existing speakers, either side of stage opening.</li> <li>Second floor room 203 - Replace one broken greenfield raceway and one open junction box feeding the ceiling mounted projector. First floor J. Provide new 0.125" thick lenses on existing lighting fixtures to match existing fixture sizes. Provide a blank coverplate or the following existing open junction boxes located above lay-in ceiling cavity. First floor Assembly Hall 101 - Remove existing junction box and associated duplex receptacle.</li> </ul>	\$25,103	\$48,463	\$137,531	\$3,500,795	5.61%
Lee School	2012-26331-SIP	\$3,314,800	Friedler Construction Co.	<u>Change Order Descriptions</u>	\$18,078	\$7,222			
				<ul style="list-style-type: none"> <li>Provide new storm sewer connection to the City sewer at Tripp Avenue. Provide credit for storm sewer revisions at the new playlot.</li> <li>Provide additional asbestos abatement at the pipe insulation in the existing plumbing chase at Classroom 100.</li> <li>Excavate a maximum 10' of additional existing black organic soil at the location of new concrete curbs on the East, North, and southern half of the West perimeter of the new playground. Backfill the additional excavated area described in item #1 with IDOT graded CA-7 prior to pouring new concrete curbs at the perimeter of the playground.</li> <li>Sewer repair- rerouting of 6" clay pipe to clear playground foundations.</li> <li>Provide new supports for the discovered existing electrical conduits and junction boxes that are currently installed in the area of work and not supported from the building structure at Modules A and B.</li> <li>Reroute the electrical feeds for the existing to remain outlets along the west exterior wall and interior dividing partition walls of the Module B Classrooms that have lost power (Rooms included: 103, 107, 116, &amp; 117). New feeds to be run from the nearest working electrical outlet to complete the circuit. Reroute the electrical feeds for the exhaust fan EF-3 at the Teacher's Room 117 and fan at Toilet 117B. Extend new feeds from circuits.</li> <li>Relocate power and data (Room 101).</li> </ul>	\$6,400	\$6,146			
Lincoln Park High School	2011-46321-ADA	\$7,924,000	Blinderman Construction Company	<u>Change Order Descriptions</u>	\$495	\$32,973	\$402,357	\$8,359,330	5.49%
				<ul style="list-style-type: none"> <li>Additional Labor cost for acceleration of Elevator A.</li> <li>Relocate existing security gate at the Auditorium entry vestibule.</li> <li>Reconfigure Room 213 so as to provide an additional storage area.</li> <li>GC to build new 8" wall and finish per RFI 127</li> </ul>	\$15,291	\$7,500			
				Reroute ductwork at Auditorium Corridor 134 due to existing discovered conditions.	\$3,482				

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

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Camras Elementary School	2012-22691-PKC	\$122,540	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	\$6,573	\$6,573	\$0	\$129,113	5.36%
			<b>Change Order Descriptions</b>					
			<ul style="list-style-type: none"> <li>Relocate the proposed 4" SAN to an existing 4" SAN line as represented in the attached drawing. Patch &amp; paint new penetrations in partitions to match adjacent existing finishes.</li> <li>Help with move &amp; arranging new furniture and student related items in Pre-K classrooms (#111 &amp; #113) according to new arrangement plans developed by the teaching staff.</li> </ul>	\$5,483				
				\$1,090				
Lindblom Math and Science Academy	2012-46511-CAR	\$161,975	Wight Construction (Wight & Company)	\$8,414	\$8,414	\$0	\$170,389	5.19%
			<b>Change Order Descriptions</b>					
			<ul style="list-style-type: none"> <li>Furnish and install VGA cord extensions and adapter (or) furnish and install new VGA cords. Route VGA cords within existing wiremold, add sections of wiremold as necessary to conceal the cords. Provide for both Rooms 100 and 308. In Room 308 Furnish and install on previously installed mounting bracket, new overhead projector, required mounting kit, and required cat patch cord to connect projector to network. Furnish and install an additional IG power and data duplex receptacle in Room 308.</li> </ul>	\$8,414				
Clemente Academy	2011-51091-ADA	\$11,707,311	Chicago Commercial Contractors, LLC	(\$801,571)	(\$801,571)	\$487,509	\$11,393,249	4.17%
			<b>Change Order Descriptions</b>					
			<ul style="list-style-type: none"> <li>CMU replacement in Corridor 050 and demo of brick wall at stair G.</li> <li>Removal of the 10 year Escalator maintenance from CCC contract.</li> <li>CPS requested service to repair and trouble shoot multiple escalators.</li> </ul>	\$396 (\$792,000) (\$9,967)				
Mount Vernon School	2012-24601-MCR	\$4,099,000	All-Bry Construction	\$140,688	\$140,688	\$23,599	\$4,268,287	4.13%
			<b>Change Order Descriptions</b>					
			<ul style="list-style-type: none"> <li>During excavation of new school parking lot, unsuitable soil was discovered below design depth of 12". Remove unsuitable soil below new paving design depth of 12" across west and south parking lot and new sidewalks and replace with geotechnical fabric and 18" (varies) of compacted CA6.</li> <li>Provide unit cost to remove 150 cubic yards (120' x 45' x 75' deep) of organic material at west line of parking lot and replace with compacted stone fill. Organic material varies in height from 12" to 6".</li> <li>During demolition of in-fill masonry at toilet room walls, general contractor discovered three concrete lintels which are in disrepair and exposed reinforcing bars. Repair three concrete lintels at toilet room windows.</li> <li>During rebuilding of window heads, mason discovered cavity of approximate 3-1/2" behind face brick to masonry back-up, which will require longer helical anchors to provide minimum embedment of 3".</li> </ul>	\$102,501 \$23,690 \$11,389 \$3,108				
Marsh School	2012-24361-MCR	\$2,750,000	Blinderman Construction Company	\$110,145	\$110,145	\$2,278	\$2,862,423	4.09%

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			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> <li>Rasco has exposed the lintels on the 3rd floor of the Northwest elevation. The lintels are loose, have a lot of rust and are sagging. In addition the brick wall behind has moisture in it and is very weak. Replace the lintels.</li> <li>Replace lintels. This detail applies to the third floor lintels on the east elevation of the original building.</li> <li>Some sections of the existing underground storm drain piping are clogged with roof tar, impeding drainage. Replace clogged drainage piping on T&amp;M basis.</li> <li>This bulletin represents the final lintel condition on the third floor. This is the third floor west elevation, the north and south bays.</li> <li>Replace lintels. This detail applies to the third floor lintels on the west elevation of the original building. Details match what was approved and installed in similar locations on the east elevations.</li> <li>Provide a price to repair the sidewalk. Remove the cracked sections, provide compacted granular fill and a standard concrete walk with cooled joints to match existing adjacent surfaces.</li> <li>Please verify the following: 1. Apply the 606 in a uniform thickness of at least 1/8". 2. Cover the area with sheet plastic if it will sit overnight. 3. During the rinsing of the 606, maintain the specified water pressure and temperature. 4. Before applying a second coat of 606, verify whether spot cleaning with the 505 will achieve the desired results.</li> <li>Original scope limited to repairs to exterior wall, including painting. Selection of paint color changed during review with the school Principal. All walls and ceiling in Room 118 to be painted from approved color palette.</li> </ul>	\$59,237	\$28,489	\$0	\$727,619	4.07%
Locke School	2012-24231-PKC	\$699,130	OCA Construction, Inc.	\$25,134				
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> <li>Clean all existing metal roof surfaces. Remove loose dirt and rust. Use hand tools at rusted surfaces to ensure that all rust that is not firmly and completely bonded to the metal substrate is removed. Apply one coat of Super Primer to all surfaces. Apply self adhering seam tape to all gaps, laps, seams, etc. Sealant or topcoat to be applied over exposed screw heads.</li> <li>Apply three (3) coats of Maximum Stretch. Remove and replace aluminum gutters.</li> <li>ADD one 18"x18" floor mounted service sink to Mechanical Room 204 with related faucet and controls. DEMO subfloor as required for sanitary connection below modular unit. SCHOOL REQUEST: Building engineer requested new slop sink at south modular unit as only the north modular unit has an existing service sink. South unit mechanical room was not accessible at the time of AOR/EOR field verification.</li> </ul>	\$2,355	\$4,255	\$0	\$112,476	3.93%
Edwards School	2011-23081-SAC	\$108,223	OCA Construction, Inc.	\$1,668				
			<u>Change Order Descriptions</u>					
			<ul style="list-style-type: none"> <li>Provide control wiring modification as referenced in RFI #10 and on-site coordination meetings. This includes the addition of a PE switch and addition of controls to link to existing systems.</li> <li>Provide insulation to the cooling coil section and supply plenum sections on the air handler. Insulation is to have a minimum "R" value of 8.0. Contractor is to use rigid board insulation.</li> </ul>	\$2,587	\$60,981	\$19,762	\$2,140,453	3.92%
Chappell School	2012-22881-ADA	\$2,059,710	F. H. Paschen, S.N. Nielsen & Assoc., Inc.					

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Galileo Academy	2012-29141-ADA	\$2,698,700	CMM Group, Inc.	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>When the wall was opened up the conduits needed to be extended to connect to the relocated electrical panel are all buried in an existing concrete beam below. The solution is to run new conduits below the floor slab in the basement and connect into our relocated panel.</li> <li>Change out (18) water closets and (8) urinals to be back spout for coordination with new CPS concealed valve detail.</li> <li>Two janitor closets did not have any exhaust fans or duct supply. Extend the duct in the attic over to the closets, run the duct thru the 2nd floor ceiling &amp; 1st floor ceiling, run the duct work thru &amp; build a partition to house the vertical run.</li> <li>The doors that were specified on the door schedule at door numbers 200A &amp; 201A were "C" label. The doors need to be "A" label, with closers which will release when a current is broken.</li> <li>1. Provide new lath and plaster at area of clay tile wall - approx. 170SF (note ceiling will not need it because our ceiling is lower).</li> <li>2. Provide new infill of sleepers and plywood at void on South wall area - approx. 50sf</li> <li>3. Provide new underlayment on existing wood flooring area prior to installing new flooring - approx. 175sf</li> <li>4. Provide new hangers to support exist. metal raceway in place, running above new ceiling - approx. 12lf</li> <li>The waste line for the girls riser building "A" will be replaced from below first floor up to above second floor with new cast iron, and offset over to the existing vent and connected. Replace 5LF of sanitary piping from floor drain in boys 2nd floor building "A" down to below where it elbows.</li> <li>During the review process with the city, it was noted that the building requires 3HR rating at the floors, not 1HR as shown on the bid/permit documents. The steel decking itself at the first and second floor of the elevator lobby needs to be 3HR rated. Provide 3HR sprayed on fire-proofing at the first and second floor metal deck of the elevator lobby.</li> <li>In Building "B" on the Second Floor we are providing (2) new drinking fountains just North of the Staff Toilet 420. When the wall was opened up, it was discovered that there are fixture hangers, and major piping in the wall where we were recessing the one drinking fountain on the left (the one on the right clears the plumbing). The design needs to be changed to work around the existing discovered conditions.</li> </ul>	\$16,545	\$19,745	\$81,994	\$2,800,440	3.77%
				<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>Additional 24 heat detectors added in attic space.</li> <li>Single user staff toilet rooms 103 and 314 require hotel function lockset in lieu of scheduled hardware.</li> <li>Removal of the existing wall mounted speaker and pipe fitted support. Re-installation of the speaker at existing location would interfere with required clearances at lift. Install new wall mount speaker brackets above original locations to allow for 6'-8" clearance minimum from stage finish floor level. Bracket to support 100lb with adjustable arm mount to accommodate 22" speaker depth. Reconnect speaker junction box at new stage stair. Conceal wiring within wiremold.</li> <li>Existing wood cabinet was removed from Classroom 106 to allow for installation of new toilet room door. Once removed, the existing floor was found to be approximately 1/4" - 1/2" below surrounding finished VCT floor. Patch portion of newly exposed existing floor with leveling compound and VCT to match - 8 SF. Provide smooth, even surface. Coordinate with door threshold installation to comply with ADA requirements.</li> </ul>	\$15,992 \$1,853 \$1,165 \$735	\$27,486	\$0	\$864,586	3.28%
Richards High School	2012-53051-CAR	\$837,100	CMM Group, Inc.						

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Clinton School	2012-22751-NPL	\$230,356	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	\$27,486	\$6,956	\$384	\$237,696	3.19%
<u>Change Order Descriptions</u>								
<ul style="list-style-type: none"> <li>Proceed on force account as directed by CM T&amp;M letter to remove the existing flooring down to wood sleepers. Provide environmental containment as required by State Law and as approved by CCA onsite representative. Plan to work a shift on Saturday to minimize the delay of this discovered condition as this work is on the critical path. Also provide new sub-flooring, 1/2" thick, in Rooms 205 and 303 in order to allow the VCT flooring to be installed.</li> </ul>								
Clinton School	2012-22751-NPL	\$230,356	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	\$4,957			\$237,696	3.19%
<u>Change Order Descriptions</u>								
<ul style="list-style-type: none"> <li>Sealcoat existing asphalt area at playground per school request. Area to include existing surfave between annex link and new fence.</li> <li>The school has requested that approx. 5 linear feet of existing curb be replaced. The curb is at a landscaped area at the perimeter of the parking lot. Remove approx. 5 linear feet of broken curb and gutter at parking lot. Replace approx. 5 linear feet of concrete curb and gutter. Dowel into existing curb. Patch existing sod in work area.</li> <li>Provide the following at Door 12: Remove existing removeable mullion and install new removeable mullion at same location.</li> </ul>								
Nash School	2012-24641-CSP	\$6,868,000	Walsh Construction Company	\$11,739	\$34,664	\$159,273	\$7,061,937	2.82%
<u>Change Order Descriptions</u>								
<ul style="list-style-type: none"> <li>Remove the tiles in the questionable areas of each wall and investigate the plaster system. Provide new metal lath and plaster or gypsum board infills and retille - this is option 1. After the investigation is done it might be deemed necessary to provide a "new" wall with adding: shim &amp; new furring channels or install new metal studs, gypsum board and tile - this is option 2.</li> <li>Originally we had left the kitchen 101D (and smaller rooms within) completely free of scope to avoid any possible needs related to health inspection - the other Nash school removed and relocated kitchen equipment that existed in this kitchen. Since that occurred the kitchen at the annex building now needs a review by the health inspection. The kitchen was reviewed in advance of a health inspection.</li> <li>The followings items were necessary for the health inspection for the main building. The items listed below were because the walk-in freezer was removed ad replaced with mobile equipment. Provide (2 ) 240V outlets for relocated freezers. Install new VCT flooring (60+/- sf) and vinyl base. Painted (130+/- sf).</li> <li>The gym in the main building shall have the existing wrapping on the piping be replaced. Provide pricing for all piping along the floors that support the existing radiators to have new hard jacket wrapping.</li> <li>In the annex building the doors are a hollow core, plastic laminate face and with aluminum trim. In order to get the new hardware in you must cut some of the little structure the door has out, the U shape plate provides the stiffness back to the door. Without installing this the door is not stable. Add the U-Shape hardware to all plastic laminate doors scheduled to receive new hardware.</li> <li>Provide a new expansion joint cover for areas that will be exposed. In area that will be covered by a new partition provide fire safing the expansion joint in the floor.</li> <li>Provide the following on the west wall in teacher's lounge 101A. Provide 2#12, 1#12G, 3/4" C to new 1-2P-20A circuit breaker in panel LP-1, circuits 14 &amp; 16, for new outlet in room 101-A. New outlet shall have a receptacle to match plug of new equipment.</li> </ul>								
Dixon School	2012-22971-BLR	\$5,199,000	All-Bry Construction	\$2,402	\$19,322	\$101,819	\$5,320,141	2.33%

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Hay Community Academy	2011-31111-UAF-1	\$103,121	Miller	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>1. Provide (6) additional required 20a, 120v circuits from panel RP-1.</li> <li>As we removed the fin tube radiators on the first floor, it was discovered that skim coating was not sufficient to repair the plaster. Provide 490 SF of plaster repairs to the first floor areas where fin tube radiators were removed and replaced.</li> <li>Reduce the chiller enclosure due to an existing duct bank running directly below the original proposed location of the chiller wall.</li> </ul>	\$16,707 \$6,514 (\$3,900)	\$2,357	\$0	\$105,478	2.29%
Smith School	2012-23641-CSP	\$2,261,000	Wight Construction (Wight & Company)	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>It has been discovered that some of the doors in the toilet rooms, vestibules, and storage closets are not 8'0" high doors. The GC is to verify the existing dimension and provide new doors of the same height (typically 7'0"). For doors in new locations, the GC should verify the existing dimensions of doors located within the same area and provide doors of that height (typically 7'0").</li> </ul>	\$2,357	\$10,044	\$41,395	\$2,312,439	2.28%
Hancock High School	2011-46021-MCR	\$7,284,455	Tyler Lane Construction, Inc.	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>Disconnect all electrical feeds to Multipurpose Room 145 floor outlets. Provide new conduit and conductor to re-energize wall outlets and EM light fixture at Multipurpose Room 145. Replace defective Classroom lighting switches at Rooms 113, 114, 118, 206, 216, &amp; 219. Replace two (2) defective light switches at the Library 179. Replace broken switch for exhaust fan 2 located at Kitchen 123.</li> <li>Grind down approximately 1/8" to 3/16" of the top of the existing drain bodies to remain as needed to provide positive drainage prior to installation of the new traffic coating. Replace existing sediment strainer buckets with new cast iron sediment bucket approximately 5' in diameter by 1'3/4' in depth. Grinding down of 12 existing area drains in covered terrace area. Modification (cutting/ grinding) of existing sediment bucket to accommodate reconfigured area drain.</li> </ul>	\$6,458 \$3,586	(\$4,561)	\$170,112	\$7,450,006	2.27%
Armour School	2011-22061-ADA-2	\$145,227	F.H. Paschen, S.N. Nielsen & Assoc., Inc.	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>Credit Unused Contract Allowance</li> </ul>	(\$4,561)	\$3,240	\$0	\$148,467	2.23%
Hyde Park Academy	2012-46171-PLS	\$1,095,500	All-Bry Construction	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>For the guardrail at the Branch Building stage, provide new painted steel guardrail with pickets to match existing in lieu of the anti-reflective glazing/steel guardrail. Provide revised shop drawing and structural calculations.</li> <li>Mechanically fasten existing FRP to existing glazed tile walls.</li> <li>At the Branch Building, anchor the removable mullion at the new door operator so that tile electric strike is secure and functions properly.</li> </ul>	\$1,332 \$962 \$947	\$9,873	\$13,369	\$1,118,742	2.12%

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Park Manor School	2011-24841-UAF-1	\$71,880	Miller	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>At Third Floor corridor, reconnect existing speaker cable wiring with new patch block at cut / splice end. Existing cables were required to be cut in order to provide access for new steel beam installation above. Test existing speaker system on Third Floor to confirm system is in working order.</li> <li>Due to location of existing masonry wall in relation to floor penetration, provide an additional W8x18 beam under the edge of the duct floor opening.</li> <li>At Third Floor Corridor, provide approximately 400 SF of additional acoustical ceiling tile and grid replacement (match adjacent grid/tiles) along with three (3) additional type light fixtures (match specified fixtures in Bulletin #3) due to additional environmental abatement of existing ceiling tile/grid and light fixtures in this corridor.</li> <li>Existing light fixtures at Third Floor corridor are required to be replaced due to existing spray fireproofing material (ACM) being present on the fixture. Provide new light fixtures (total of nine) to match existing (2'x4' lay-in recessed, 2-T8 lamp, acrylic troffer per the CPS standard fixture schedule, Metalux G series, Lithonia SP series, Lightolier SP series with HPF electronic program-start ballast).</li> </ul>	\$3,783	\$1,512	\$0	\$73,392	2.10%
Burley School	2012-22421-UAF	\$325,619	AGAE Contractors	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>It has been discovered that some of the doors in the toilet rooms, vestibules, and storage closets are not 8'0" high doors. The GC is to verify the existing dimension and provide new doors of the same height (typically 7'0"). For doors in new locations, the GC should verify the existing dimensions of doors located within the same area and provide doors of that height (typically 7'0").</li> </ul>	\$1,512	\$1,156	\$4,451	\$331,225	1.72%
Copernicus School	2011-22841-UAF-1	\$80,581	Miller	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>Rolling Gate - Pedestrian Gate.</li> <li>Contractor to provide Plumber on-site regarding the NW utility conflict. Plumber to be present to open structure for Department of Water Representative.</li> <li>Provide credit pricing for the removal of the 5'-0" L-shaped chain link fence section on the east and south side of the sunken utility in the NW corner of the site. Please include credit pricing for the 5'-0" chain link gate.</li> </ul>	\$2,772 \$478 (\$2,094)	\$1,306	\$0	\$91,887	1.62%
Cameron School	2012-22531-MCR	\$7,583,800	Friedler Construction Co.	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>It has been discovered that some of the doors in the toilet rooms, vestibules, and storage closets are not 8'0" high doors. The GC is to verify the existing dimension and provide new doors of the same height (typically 7'0"). For doors in new locations, the GC should verify the existing dimensions of doors located within the same area and provide doors of that height (typically 7'0").</li> </ul>	\$1,306	\$50,932	\$69,687	\$7,704,419	1.59%

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Morgan Park High School	2012-46251-SIP	\$19,814,000	F. H. Paschen, S. N. Nielsen & Assoc., Inc.	<ul style="list-style-type: none"> <li>During the installation of the cornice brackets and field measurement verification of the cornice pieces it was discovered that they were areas of the existing parapet wall common brick that were not scheduled to be demolished and rebuilt that were out of plumb and out of plane with the rest of the wall. Please shave back the two courses of brick header corbels flush with adjacent masonry. Tuckpoint open mortar joints and re-laminate masonry loosened by oscillating masonry cutters.</li> <li>The existing parapet height at Vestibule/Door 8 is less than the required 14" min. roofing to bottom of coping. Remove all reset coping stones and thru-wall flashing. Extend parapet construction per construction details and Attachments A1 and A2 to provide the minimum required height at the back of the parapet measured from roofing membrane to bottom of coping stones. Protect adjacent AC condensers.</li> <li>Existing sump basin vent discovered within chimney. Remove existing vent to Boiler Room and reroute vent to roof.</li> <li>There are approximately 15 existing roof vents which will not extend 14" above the new roof finish. Extend all roof vents to provide 14" height from face of finish roof membrane. Field verify quantity. Extend the pipe from above the roof deck with the splice connection within the depth of the roof insulation, fully below the roofing membrane.</li> <li>After removal of the original wall-mounted gym equipment at the west wall per RFI-17 and school request, it was revealed that there is no existing strip wood flooring under the apparatus floor plate. Patch the flooring with hardwood strip flooring to match and be flush with existing adjacent wood, tooth into adjacent. Patch quarter-round trim. Refinish entire length of west wall up to - but not impacting - painted boundary line.</li> <li>While removing floor slab and excavating for elevator pit, an underslab concrete mass was discovered. Remove concrete from elevator pit area and surrounding area as necessary to access foundation work.</li> <li>After removal of the interior vestibule partition, existing common brick was exposed at both sides adjacent to the face brick interior. Grind and tuckpoint the exposed common brick, patch to fill gaps with adjacent face brick. After completion of the currently scoped masonry repairs within the vestibule (brick and limestone), tuck-out the vestibule walls, as per the attachment, to conceal the common brick and face brick to create a uniform finish condition.</li> </ul>	\$17,315	\$93,906	\$208,267	\$20,116,173	1.53%

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November Capital Construction Change Order Log

School	Project Number	Original Contract Amount	Vendor	Change Order Descriptions	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
May Academy	2011-31171-UAF-1	\$116,164	Miller	<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>• Add manual shut-off valves in South Building. Contractor shall cut piping to install valves and insulate all valves and piping. Remove and reinstall metal cabinets and remove and reinstall ceiling access panels (as required) to complete the work. Protect existing finishes and construction. This is to help isolate building spaces for emergency repairs to the building heating/cooling piping system without causing a total building shut down for such repairs.</li> <li>• Revise lintel: Remove existing shelf angle and replace with new "I" section welded to existing structure. At time of window replacement, connect flange of "I" and existing bottom flanges of steel channel beam by welding continuous plate spanning window opening.</li> <li>• Re-support (126) total pendant fixtures in (13) third floor rooms in north building. Due to delays caused by fixture re-installation use overtime hours (Saturday July 14) to paint associated rooms.</li> <li>• Provide overtime pay for electrical installation at Computer Rooms desk due to late delivery of desks.</li> <li>• Provide wider center aisle at Cafeteria. Patch holes in the concrete floor and replace tiles where relocated tables had previously been secured.</li> <li>• Between south building basement and un-excavated area under the library remove existing mineral sedimentation inside bottom of existing duct and install new spiral stainless steel duct bridging corroded section of existing spiral duct.</li> <li>• Remove doors 223B and 223C and re-install to swing inside rooms. Provide new continuous hinges and modify frames by patching existing hinge hardware and latch cutouts with "Bondo". Re-install door closers and latch. Paint frames to match existing.</li> <li>• Remove and discard existing tables fixed to cafeteria floor. At locations where cafeteria floors were mounted. Remove damaged floor tiles, follow specifications and patch floor with floor tiles matching existing, strip entire cafeteria floor finish, wax and re-finish entire cafeteria floor.</li> </ul>	\$32,401	\$1,742	\$0	\$117,905	1.50%
Cameron School	2012-22531-ICR	\$754,077	Wight Construction (Wight & Company)	<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>• It has been discovered that some of the doors in the toilet rooms, vestibules, and storage closets are not 8'0" high doors. The GC is to verify the existing dimension and provide new doors of the same height (typically 7'0"). For doors in new locations, the GC should verify the existing dimensions of doors located within the same area and provide doors of that height (typically 7'0").</li> </ul>	\$1,742	\$3,399	\$7,560	\$765,056	1.46%
Crown Academy	2012-31041-NPL	\$219,446	Wight Construction (Wight & Company)	<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>• During the CDPH pre inspection walk thru a list was generated of items that needed to be complete prior to CDPH inspection. The list consisted of some contract items and some items on the list that were not a part of the ICR project that needed to be completed to pass the health inspection. Work was completed on T&amp;M to complete these items and pass inspection.</li> </ul>	\$3,399	\$3,058	\$0	\$222,504	1.39%

The following change orders have been approved and are being recorded in the Board in arrears

CHICAGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

November Capital Construction Change Order Log

School	Project Number	Original Contract Amount	Vendor	Change Order Descriptions	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Lathrop School	2012-26041-CSP	\$3,671,595	Tyler Lane Construction, Inc.	<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>Concrete was found buried in a few spots around the South Playground site. Replace removed volume with CA-6, compacted in lifts.</li> <li>There are two areas adjacent to the North playlot where the thin asphalt has been worn through. Cut, clean and patch the two areas (5'x10' &amp; 4'x6') and sealcoat the remaining existing asphalt area (1000sf).</li> <li>The decision was made to repair the existing sanitary line and run the drainage through the existing structure. The GC shall provide a credit for the omitted scope of work. Scope added: Repair existing 6" VCP, restore 50SP of HMA.</li> <li>Provide credit for soil disposal.</li> </ul>	\$5,834	\$42,726	\$3,455	\$3,717,776	1.26%
Nicholson School	2012-22181-CSP	\$477,800	Friedler Construction Co.	<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>Contractor to provide pricing for removal of existing fence at north end of school and playground with new ornamental iron fence. Scope of work includes removal of approximately 260 lineal feet of chain link fence and posts at alley along north side of school property and replacement with 260 lineal feet of new 5'-0" tall ornamental iron fence to match existing fence on property.</li> <li>Lathrop IFC drawing changes from Permit Review comments, Architectural Items and Structural Items.</li> <li>When attempting to turn on the water at the first floor restrooms, the plumber discovered that the existing stops on the slops sinks at the adjacent Janitor's closets are non-functional. Their determination is that if they are unable to turn this sink off the mop basin will flood when water is turned back on to these bathrooms on a permanent basis. The contractor is to replace these hot and cold water stops for mop basin and sloop sink now to prevent flooding.</li> <li>Contract documents required contractor to remove existing striping from the gymnasium floor and to provide new striping and refinish floor. Contractor is to provide cost for striping repainted name at center court area, and is to refinish entire court area per contract documents.</li> <li>Flood testing back charge.</li> </ul>	\$24,520	\$4,787	\$1,208	\$483,794	1.25%
Dirksen School	2012-22871-NPL	\$437,398	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>Remove light fixtures in the stair wells at each floor. Rotate and remount flush against the wall with large surface area of lens (7'-1/2") facing out. Extend existing power from first floor electric water cooler near room 103 to the second floor water cooler located near room 201 via the internal southwest corner of Classroom 103 and Game Room 201. Fireproof all penetrations to match required ratings. Install pipe insulation on exposed steam lines in fan room.</li> </ul>	(\$4,186)	\$5,359	\$0	\$442,757	1.23%

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CHICAGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

November Capital Construction Change Order Log

School	Project Number	Original Contract Amount	Vendor	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract		
Marquette School	2012-24341-CSP	\$2,931,000	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	<b>Change Order Descriptions</b>					\$2,965,963	1.19%
				\$11,308	\$32,949	\$2,014	Remove exist catch basins (2) located in the interior courtyard. Provide new catch basins (2) at the same locations. Provide granular backfill around the perimeter of the new catch basins. The school requested that the signage be added to the playlot project so the signage would be in place for the start of school. Provide exterior emergency signage at each exterior entrance - total of twelve (12). Provide a credit for the following items that are in the original contract drawings: Pair of FRP Doorseach (3'-0" x 7'-0"), Continuous hinges (2), Mullion (1), Mullion Stabilizer (1), Panic Hardware (2), Rim Cylinder (4), Surface Closer (1), Kick Plate (2), Set of Seals (2), Set of Seals (1), Door Sweep (2), Dip Cap (1), Threshold (1). Install at this door location the Electric Strike and Power Supply that are currently specified in this hardware set in the contract documents.			
				\$1,643						
				(\$7,592)						
Corliss High School	2012-46381-ICR	\$171,135	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	<b>Change Order Descriptions</b>					\$173,058	1.12%
				\$24,916	\$1,923	\$0	In Main Building: Add two accent paint colors. One color each for first and second floors respectively. Apply accent color on all door alcoves and one wall of all classrooms. First floor accent color will be Green IC1 10GY30/104. The second floor accent color will be Blue IC1 90B625/079. Pricing - Lockers. Repair discovered deteriorated floor drain for Boys Toilet Room 153. Restore line to complete operating order. Provide quantities and verification photos of all work required. Gymnasium 150: Remove and replace the damaged glass light for the door north of Locker Bank 28-36. Install a new glass light and frame to match existing in every detail. Remove damaged exit sign and wire guard next to the north gymnasium exit doors. Replace with new exit sign and wire guard to match existing in every detail. Include work associated to wire fixture for fully functioning code compliant operation. Provide and install a new grille for the South Vent.			
				\$4,696						
				\$2,045						
Carver Military Academy	2012-46381-SIP	\$23,230,800	Friedler Construction Co.	<b>Change Order Descriptions</b>					\$23,490,549	1.12%
				\$1,545	\$158,549	\$101,200	At south edge of modified masonry opening for door 616B, tooth-in brick to provide smooth, plumb and square opening for exposed brick. Tooth CMU back up as required to provide solid substrate for frame anchors. Please submit pricing for providing Cylinder x Cylinder type deadbolt lock (Dorma D862) mounted to Door 616B in order to secure manatorium from dressing room occupant.			
				\$378						

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

November Capital Construction Change Order Log

CHICAGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

School	Project Number	Original Contract Amount	Vendor	Change Order Descriptions	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Stockton School	2011-25501-MCR	\$12,803,318	Tyler Lane Construction, Inc.	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>Provide environmental removal and disposal of select panels within the existing window wall system. This applies to 21 panels at each of the 24 structural bays of window wall. It was discovered that the panels beneath the First and Second Floor Windows at each existing window wall bay have Asbestos Containing Material (ACM). These 21 panels per bay are approx. 2'-6" H x 5'-0" W. Contractor shall remove and properly dispose of these panels.</li> <li>Disconnect, remove and cap existing electrical conduit currently embedded within the roof deck topping. Provide wiring and conduit at the above-ceiling space of 2nd Floor level and/or 2-story spaces. Mount the conduit to the underside of the roof deck to serve lighting, emergency lighting and speaker locations as previously identified. Verify all plenum areas and provide plenum rated conduit fittings, junction boxes and associated items/accessories to meet the rating requirements.</li> <li>Provide an additional welded angle connection based upon the discovered larger distance between the existing columns and the existing structure above. Provide welded steel angle kickers back to existing structure above the Auditorium Lobby Ceiling. Provide gyp board ceiling removal and replacement at the removed areas. Re-finish the ceiling (prep, prime and paint) as already covered by the base scope of work.</li> <li>Investigate the existing roof deck assemblies where existing conduit is embedded within the roof deck topping and is obstructing the roof deck replacement work. Identify the existing active power lines. Propose a scope of work to disconnect, remove and cap existing power feeds. Propose a scope of work to provide new conduit and wiring required to serve those items affected by the removal.</li> <li>Replace the existing lintel located above the existing ceiling at the landing associated with the new ramp at Corridor. Provide a new lintel.</li> <li>Provide additional CMU removal and re-build work at plumbing walls where the new plumbing fixtures are not currently supported by the demo and new work plans. The masonry work shall be minimized to accommodate the plumbing fixture installation at two existing toilet rooms.</li> </ul>	\$85,614	(\$8,276)	\$120,969	\$12,916,010	0.88%
Burbank School	2012-22401-SIP	\$9,739,700	Miller	<p><u>Change Order Descriptions</u></p> <ul style="list-style-type: none"> <li>Contractor to leave existing site fence, landscape bed, landscape plantings and sliding gate in place along the alley. Contractor to provide a new roller assembly for ornamental gate located along the new chiller/generator enclosure. A new roller gate assembly will be required at the new fence as it will no longer be re-used (The ornamental fence panel, ornamental gate posts, etc. - will still be provided).</li> <li>Contractor shall provide metal lath and plaster replacement of deteriorated plaster concealed behind the existing Unit Vent (Approx. 35 SF) at Classroom 307. Contractor shall verify whether any environmental work is required at this area, prime and paint the new plaster and provide a proposal for review.</li> <li>Contractor shall clean, lubricate and exercise the existing dampers to confirm proper damper operation. Contractor shall provide dampers for wild zones and any other dampers that may not operate correctly as a result of this exercise verification. Contractor shall provide a credit proposal for those resulting dampers not replaced and indicate this in an updated cost proposal.</li> </ul>	\$3,891	\$66,582	\$500	\$9,807,182	0.69%

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CHICAGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

November Capital Construction Change Order Log

School	Project Number	Original Contract Amount	Vendor	Change Order Descriptions	Current Change Order Amount	Sub Total	Previous Approved Changes	Revised Contract Amount	Total % of Contract
Hearst School	2012-23671-ADA	\$2,537,000	Miller	<ul style="list-style-type: none"> <li>The fan room equipment in AHU 1, 2 and 3 was discovered that the sheet metal housing was integral to the equipment. The paneling lost the supporting structure once the air washers and coils were removed. The continual moisture had deteriorated the sheet metal housing. At AHU #1, 2 and 3 provide: 6" CMU wall, 18 Gauge sheet metal ceiling paneling from Air Intake shaft to the support beam, 18 gauge sheet metal soffit at existing sanitary piping with access panels at clean outs.</li> <li>The fin tube radiation schedule calls for the fin tubes for rooms 101D and office 101C to be bare elements installed in existing casework. The existing radiators in these rooms are exposed and not contained within casework. The GC shall provide pricing to provide fin tube covers in Rooms 101D and 101C.</li> <li>At the Girl's toilet room a light switch was discovered adjacent to the existing entry. The switch will need to be relocated to the face of the glazed CMU. The box relocation, new conduits will need to be pulled from the existing panel to the light switch and from the switch to the second floor restroom. The conduit will need to be extended from the existing wall to the outer face of the new glazed CMU.</li> </ul>	\$64,091	\$10,458	\$5,314	\$2,552,771	0.62%
				<ul style="list-style-type: none"> <li>Permit Changes.</li> <li>Additional painting.</li> </ul>	\$7,183 \$3,274				
				<ul style="list-style-type: none"> <li>The door closers with regular parallel arms provide a "flush transom bracket" so they can be installed. They will still be installed on the push side of the door. Provide through bolts for installing transom bracket. For the door closers that have "spring push" parallel arms provide a replacement perpendicular S-S arm. Replace the arms on the closers in the field. Verify with the door supplier that the replacement arms are correct. Provide 6" high kickplates in lieu of 15" high kickplates.</li> <li>(10) Existing chalkboards scheduled to have a new marker board skin were found to already have an existing marker board skin. At all (10) of these conditions the existing marker board skin is in extremely poor condition. Remove the existing marker board skins and prepare the existing chalkboard surfaces in accordance to the manufacturers requirements.</li> <li>Repair to Gym Floor.</li> <li>After removal of the existing chase wall in Building A Boy's Restroom 112 abandoned piping from a previous toilet room configuration was discovered. A portion of the existing piping will obstruct the new piping / carries for the new toilet room configuration. Remove the existing piping obstructing the new toilet room layout.</li> </ul>	\$6,494 \$4,374 \$2,862 \$852	\$14,582	(\$2,038)	\$2,154,704	0.59%
Bond School	2012-25941-CSP	\$2,142,160	SIMPSON CONSTRUCTION CO.	<ul style="list-style-type: none"> <li>The door closers with regular parallel arms provide a "flush transom bracket" so they can be installed. They will still be installed on the push side of the door. Provide through bolts for installing transom bracket. For the door closers that have "spring push" parallel arms provide a replacement perpendicular S-S arm. Replace the arms on the closers in the field. Verify with the door supplier that the replacement arms are correct. Provide 6" high kickplates in lieu of 15" high kickplates.</li> <li>(10) Existing chalkboards scheduled to have a new marker board skin were found to already have an existing marker board skin. At all (10) of these conditions the existing marker board skin is in extremely poor condition. Remove the existing marker board skins and prepare the existing chalkboard surfaces in accordance to the manufacturers requirements.</li> <li>Repair to Gym Floor.</li> <li>After removal of the existing chase wall in Building A Boy's Restroom 112 abandoned piping from a previous toilet room configuration was discovered. A portion of the existing piping will obstruct the new piping / carries for the new toilet room configuration. Remove the existing piping obstructing the new toilet room layout.</li> </ul>					
Dunbar High School	2011-53021-MCR-1	\$8,247,000	Walsh Construction Company			\$7,605	\$35,570	\$8,290,175	0.52%

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CHICAGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

November Capital Construction Change Order Log

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Lawrence School	2012-24261-NPL	\$267,207	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>Contractor to provide pricing for material and labor to install retrofit s.s. helical ties to veneer masonry (approx. 185 sq. ft.) on south elevation of Academic building. Ties to be installed at 16" o.c. vertically and horizontally. This condition was discovered during the Architect's hands on review of the existing lintel. Once the masonry at the lintel was opened up the remaining panel of masonry above was deemed unstable and was previously installed without ties to the concrete substrate.</li> <li>Contractor to provide pricing for material and labor for the following work in Storgae Room 127B. <ul style="list-style-type: none"> <li>Contractor to perform approx. 20 sq. ft. of concrete spall patch repair to existing floor and columns as discovered when the cabinets were removed to provide ADA access at the new window locations.</li> <li>Contractor to provide pricing for material and labor to construct a pipe enclosure from floor to underside of new plastic laminate counter top at ADA window locations. Bulletin Revision: There are now a total of five rooms with the conflicting existing pipe condition described in this bulletin. The final total of five rooms are as follows: Room Nos. 100, 101, 102, 103 and 107.</li> </ul> </li> </ul>	\$5,304	\$809	\$0	\$268,115	0.34%
Brown Academy	2012-24631-SIP	\$8,274,700	Miller	<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>The existing drain line was discovered to have a hole in it that was covered with duct tape (2nd Floor, South DF along East Hall, just North of Room 211). Replace the entire +/- 15ft of drain pipe from second floor to first floor.</li> </ul>	\$909	\$631	\$23,499	\$8,298,830	0.29%
Murray Academy	2012-29221-MCR	\$3,131,200	Blinderman Construction Company	<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>C-340 indicates a 70' east-west out to out curb dimension for the playlot, which give 68' in-in for the play surface. It also shows approximately a 1' drop in grade from east-west. Saw cut and demo interior 6" x 68" of curb in area indicated from NUTtoys and provide Poured-in-Place Playground Surfacing per 321816. Contractor may demo and infill longer 6" deep area at their discretion. Rubber base provides a 8' fall protection per specs.</li> </ul>	\$631	\$6,027	\$1,949	\$3,139,176	0.25%

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CHICAGO PUBLIC SCHOOLS  
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November Capital Construction Change Order Log

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Roosevelt High School	2012-46271-MCR	\$16,706,278	Tyler Lane Construction, Inc.	<p><b>Change Order Descriptions</b></p> <ul style="list-style-type: none"> <li>The shelf angle at the north elevation of the old school building needs to be examined and, if it exhibits greater than 25% section loss, replaced. Include demolition of the parapet wall/external wall. Address the scope of the discovered shelf angle/lintel at that location.</li> <li>Relocate the storage and expansion tanks in the boiler room to from the west side of the room to the east side of the room for a better fit and easier accessibility. Please note that vent piping and condensate lines for the unit ventilators above will still need to be installed at a later date and it is critical that the vent piping and condensate lines be installed at the highest point so that problems do not come up later. Include all necessary piping for the storage and expansion tanks.</li> <li>Additional abatement on steam piping will need to happen prior to the installation of the unit ventilators.</li> <li>Reroute discovered conduit outside of the new UV louver openings as necessary for installation of the Unit Ventilator sleeves and louvers.</li> <li>The areas of damaged concrete with exposed rusting rebar chairs should be drilled out and patched prior to the application of the elastomeric coating. The (5) light fixtures and associated conduit should be removed for the application of the elastomeric coating and reinstalled upon completion. The roof penetration should be carefully sealed to ensure water-tightness.</li> <li>Provide a new flue liner in the existing flue pipe from the water heater. The new flue should be installed on a roof curb and flashed properly with the CPS required minimum 14" above the roof surface. All material &amp; work is to be performed in accordance with City of Chicago Building Code and water heater manufacturer's installation recommendations and requirements.</li> <li>Drywall soffits should be constructed at the new transfer grilles and ductwork at rooms 200, 210 and 210B to conceal the overhead work, similar to the work indicated at rooms E100 and E102. The soffits should be boxed out just around the mechanical ductwork at these locations to conceal the ductwork and transfer grilles.</li> <li>Mixing valves should be provided and installed at the (3) sinks in rooms 104, 106 and 108.</li> <li>1. Remove 16' tall acoustical barrier wall and supports from all 4 sides of enclosure.</li> <li>2. Remove acoustical door.</li> <li>3. Provide 8'-3" tall visual screen and supports on 3 sides of the enclosure.</li> <li>4. Relocate ladder to open side and reconfigure walkway pads.</li> </ul>	\$12,925				
					\$8,593				
					\$5,781				
					\$4,630				
					\$4,369				
					\$3,642				
					\$3,338				
					\$1,631				
					(\$38,862)				
						\$15,545	\$26,225	\$16,748,048	0.25%

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CHICAGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

November Capital Construction Change Order Log

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				<u>Change Order Descriptions</u>						
				<ul style="list-style-type: none"> <li>In room 168 remove existing 100A switch from the existing to be demolished panel that feeds the Health Center. Install this switch in available space of the existing distribution panel 'PA' (located in the basement). Intercept existing 100A feeder at the existing to be demolished panel and extend to location of the existing distribution panel 'PA'.</li> <li>Provide (30) data outlets and connect to existing LCE concentrator switch in room 329. Route data outlet feeds in room 321 (currently feed from concentrator in room 329) to existing concentrator in room 319. Route data outlet feeds in room 331 (currently feed from concentrator in room 329) to existing concentrator in room 333. Re-pull cables if required by existing cable distance. Re-label and re-test all feeds affected by scope of work.</li> <li>During masonry demolition on the west elevation it was discovered that SGT is the back-up material present behind the face brick at the masonry infill locations. SGT is an unsuitable back-up material for face brick. Provide proposal for 845sr or new 4" CMU back-up at areas where contractor removed the existing brick per base scope. GC to provide a credit for not demoing 1,050sq' of brick at the north and west elevations (Natorium).</li> <li>IT Networking Room (220): Provide a fiber patch panel at top of the rack. Extend one pair of fiber from the concentrator to the fiber patch panel on the rack. CPS will provide additional Cisco switch.</li> </ul>	\$6,577		\$23,893	\$1,646,974	0.18%	
Peterson School	2012-24941-ADA	\$1,644,000	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	<u>Change Order Descriptions</u>		(\$20,919)				
				<ul style="list-style-type: none"> <li>Upon removal of the 2nd floor toilet room ceiling, it was discovered that the ceiling structure above was sloped. Run the glazed CMU to the new ceiling height and continue with regular CMU above, and tie in to the deck.</li> <li>Provide a credit for not excavating the air plenum (and rerouting the drainage tile to the outside of the building. Labor to include hand excavation in the plenum area and machine excavation in the crawl space areas. Provide a credit to delete this portion of the HVAC work in the air tunnel.</li> </ul>	\$7,030					
Lakeview High School	2012-46211-ICR	\$430,146	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	<u>Change Order Descriptions</u>		(\$972)	\$0	\$429,174	-0.23%	
				<ul style="list-style-type: none"> <li>As a credit to the project scope, the proposed drain tile at the foundation wall perimeter can be eliminated from the scope of work. The drawings called out for a perforated PVC perimeter drain tile in the event that there was an existing drain tile around the perimeter of the building, so that the system wouldn't be discontinuous at the area of the LU/LA construction.</li> </ul>	(\$972)					
National Teachers Academy	2012-32031-CSP	\$291,000	F. H. Paschen, S.N. Nielsen & Assoc., Inc.	<u>Change Order Descriptions</u>		(\$2,300)	\$0	\$288,700	-0.79%	
				<ul style="list-style-type: none"> <li>Standard repair to Treads instead of placement. Leave base in areas that is sound. Provide back to back joints where needed.</li> </ul>	(\$2,300)					
Slagg School	2012-26521-CSP	\$2,591,200	F. H. Paschen, S.N. Nielsen & Assoc., Inc.			\$74,647	(\$401,845)	\$2,264,002	-12.63%	

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CHICAGO PUBLIC SCHOOLS  
DEPARTMENT OF OPERATIONS

November Capital Construction Change Order Log

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				<ul style="list-style-type: none"> <li>Along classroom exterior walls, scrape and paint exposed painted metal surfaces in their entirety. Provide minor repairs at casework and metal enclosures in classrooms adjacent to casework where indicated.</li> <li>Along classroom exterior walls, scrape and paint exposed painted metal surfaces in their entirety. Provide minor repairs at casework and metal enclosures in classrooms adjacent to casework where indicated.</li> <li>The existing temporary particle board shelving in Library #201 is to be removed and replaced with wood shelving in dimensions and wood stain color to match existing.</li> <li>Remove existing wood casework shelving unit along south wall of Assistant Principal's Office (former third floor Staff Lounge). As an alternate, replace missing wood shelving.</li> <li>In order to maintain symmetry of accent floor tile VCT in Corridor #01 North, the accent VCT striping is to extend further south in front of the Main Office, an area of approximately 60 s.f.</li> <li>Remove existing wood casework units (typical of two) along south wall of Classroom #216.</li> </ul>	\$34,253				
					\$34,253				
					\$2,533				
					\$1,918				
					\$1,302				
					\$388				
<b>Total Change Orders:</b>						<b>\$1,345,593</b>			

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

12-1114-PR6

**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH ALLIED WASTE TRANSPORTATION DBA REPUBLIC SERVICES OF CHICAGO FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES FOR ALL CHICAGO PUBLIC SCHOOLS**

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

Approve exercising the option to renew the agreement with Allied Waste Transportation DBA Republic Services of Chicago to provide solid waste disposal and recycling services for all Chicago Public Schools at a total cost for the option period not to exceed \$4,925,784.64. A written document exercising this option is currently being negotiated. No payment shall be made to vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 07-250006

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

**VENDOR:**

- 1) Vendor # 62298  
ALLIED WASTE TRANSPORTATION, INC  
DBA REPUBLIC SERVICES OF CHICAGO  
2608 SOUTH DAMEN  
CHICAGO, IL 60608  
Daniel Gorske  
708 254-2002

**USER INFORMATION:**

Contact: 11880 - Facility Opers & Maint - City Wide  
125 South Clark Street 17th Floor  
Chicago, IL 60603  
Mcdermott, Ms. Meredith C.  
773-553-2933

Contact: 11860 - Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603  
Taylor, Ms. Patricia L  
773-553-2920

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report #07-1219-PR2 in the amount of \$24,880,413.00 is for a term commencing January 1, 2008 and ending December 31, 2012, with the Board having 1 option to renew/extend for 1 year term. The original Agreement was amended (authorized by Board Report #08-0227-PR2) to (1) properly state the compensation to be paid as a lump sum and not as a "not to exceed amount" and (2) reflect that the Board will receive 25% of the recycling revenue. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 (RFP specification #: 07-250006).

**OPTION PERIOD:**

The term of this agreement is being extended for 1 year commencing January 1, 2013 and ending December 31, 2013.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor shall continue to collect solid waste and recyclable materials from Chicago Public School buildings and properties. The vendor shall provide all labor, equipment, materials, supplies, support services, and reporting to achieve timely and professional removal of solid waste and recyclable materials. In addition the vendor shall provide for the collection of recyclable hard cover textbooks and materials from lockers cleaned out at the end of each semester. The vendor shall assist the Board in attaining its goal of recycling a minimum of fifty (50) percent by weight of the total quantity of solid waste collected under this agreement and achieving continuous improvement in recycling performance.

**DELIVERABLES:**

The vendor will continue to provide collection and disposal of solid waste at all Chicago Public School buildings and properties as required, and recycling of fifty (50) percent of the aggregate solid waste collected. Vendor will also provide monthly reports on quantities of materials collected and recycled and other reports as specified.

**OUTCOMES:**

Vendor's services will enable the Board to dispose of solid waste generated in CPS facilities and to recycle fifty (50) percent of the aggregate solid waste collected.

**COMPENSATION:**

Vendor shall be paid during this option period as follows: upon invoicing the sum of \$4,925,784.64 payable in equal monthly installments. The total cost for the option to renew is a 10% price reduction from the total amount paid from January 1, 2012 to December 31, 2012. This amount in 2012 was \$5,473,094; the renewal will reflect savings of \$547,309.40 over the one year 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 option document. Authorize the 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 requirements of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this contract are set at: 30% total MBE participation and 7% total WBE participation.

The Vendor has identified and scheduled the following firms:

**Total MBE - 30%**

Linda Construction, Inc. (AA) - 15%  
11861 S. Cottage Grove Avenue  
Chicago, Illinois 60628  
Contact: Linda McGee

Petromex, Inc. (AA) - 15%  
14702 S. Hamlin Ave.  
Midlothian, Illinois 60445  
Contact: Felipe Estrada

**Total WBE - 7%**

West Fuels, Inc.  
72 S. LaGrange Rd., Suite 7  
LaGrange, Illinois 60525  
Contact: Deborah Stange

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 230  
Charge to: Department of Operations \$4,925,784.64  
Parent Unit #: 11801  
FY13: \$2,462,892.32  
FY14: \$2,462,892.32

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**Vice President Ruiz abstained on Board Report 12-1114-PR6.**

12-1114-PR7

**APPROVE ENTERING INTO AN AGREEMENT WITH CBRE AND CUSHMAN AND WAKEFIELD FOR REAL ESTATE BROKERAGE SERVICES**

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

Approve entering into agreements with CBRE and Cushman & Wakefield (collectively, "Vendors", and each singularly, "Vendor") to provide brokerage services to the Department of Facility Operations and Management in connection with the marketing of certain Board properties at a total cost not to exceed 3% of the sale price of the property. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 12-250035

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

**VENDOR:**

- 1) Vendor # 38210  
CBRE, INC  
11150 SANTA MONICA BLVD., STE 1600  
LOS ANGELES, CA 90025  
Mike Nardini  
312 935-1030
  
- 2) Vendor # 23994  
CUSHMAN & WAKEFIELD OF ILLINOIS,  
INC.  
200 SOUTH WACKER DRIVE., STE 2800  
CHICAGO, IL 60606  
Chad Galayda  
312 470-1816

**USER INFORMATION :**

Contact:  
11910 - Real Estate  
  
125 South Clark Street 17th Floor  
  
Chicago, IL 60603  
  
Balistreri, Ms. Liza B  
  
773-553-2900

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

**TERM:**

The term of these agreements shall commence on December 1, 2012, and shall end on November 30, 2013, unless otherwise noted in the contracts. Upon mutual agreement of the parties, these agreements shall have 2 options to renew for a period of 1 year each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Vendors will develop comprehensive marketing strategies, target potential buyers, prepare marketing materials, advertise in real estate listings and coordinate showings to assist the Board in reaching the largest potential market to sell the properties.

**DELIVERABLES:**

Vendors will produce all marketing materials and develop lists of prospective buyers, which will be updated continuously as additional prospective buyers are identified.

**OUTCOMES:**

Vendors' services will result in the implementation of a comprehensive marketing strategy for the Board properties, including targeting potential buyers, preparing marketing materials, advertising in real estate listings and coordinating showings.

**COMPENSATION:**

Vendors shall be paid a brokerage fee of 3% of the purchase price in accordance with the terms of their agreement.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

The awarded vendors have agreed to comply with the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program). Their good faith efforts will be demonstrated by utilizing the services of certified M/WBE firms.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund: 412 Department Name: Facility Operations and Management (Real Estate), Unit 11801 Fee for service will be based on 3% of the sale price. Fiscal Year will be determined based on the date the monies are received.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**Vice President Ruiz abstained on Board Report 12-1114-PR7.**

**12-1114-PR8**

**AMEND BOARD REPORT 12-1024-PR12**

**APPROVE ENTERING INTO AN AGREEMENT WITH VARIOUS VENDORS AND LEASING AGENTS FOR THE PURCHASE AND LEASE OF DESKTOP AND LAPTOP COMPUTERS, AND ASSOCIATED SERVICES**

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

Approve entering into agreements with Dell Marketing L.P., and Dell Financial Services – Leasing and Apple Computer, Inc. for the purchase and lease of desktop and laptop computers, and associated services for all schools, including charter schools, network offices, and departments, at an aggregate cost not to exceed \$85,000,000.00. These agreements are subject to the Board's Strategic Sourcing Policy. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. The RFP was done through a joint procurement with the Board, City of Chicago, and Cook County, using specification number 105081. 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 in the event a written agreement is not executed within 90 days of the date of this amended Board Report. Information pertinent to these agreements is stated below.

This November 2012 amendment is necessary to i) add Apple Computer, Inc as a vendor, and ii) revise the term section.

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

**VENDOR:**

- 1) Vendor # 44646  
DELL MARKETING L.P.  
1 DELL WAY, MAIL STOP 8707  
ROUND ROCK, TX 78682  
Michael Ager  
888 977-3355
  
- 2) Vendor # 14600  
DELL FINANCIAL SERVICES - LEASING  
12234 N .IH35 BLDG. B  
AUSTIN, TX 78753  
Brad Webster  
800 455-3355
  
- 3) Vendor # 23266  
APPLE COMPUTER INC  
1 INFINITE LOOP CUPERTINO, CA 95014  
Madaliene Schalet  
312 939-8969

**USER INFORMATION:**

Contact: 12510 - Information & Technology Services  
125 South Clark Street - 3rd Floor  
Chicago, IL 60603  
Foster, Mr. Belvie J  
773-553-1300

**TERM:**

The term of each agreement shall be three (3) years with two (2) renewable options of two (2) years each, with the initial term commencing on November 1, 2012 or date of execution, whichever is later, and ending on October 31, 2015.

**EARLY TERMINATION RIGHT:**

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

**DESCRIPTION OF PURCHASE:**

These agreements will allow all schools, charter schools, network offices, and departments to purchase and lease desktop and laptop computers and associated services. Vendors will provide desktop and laptop computers and associated installation, configuration, extended warranty and maintenance services.

**OUTCOMES:**

These agreements will result in the supply of desktop and laptop computers and associated installation, configuration, extended warranty, and maintenance services for all departments and schools. By leveraging this joint partnership with the City of Chicago and Cook County, significant price discounts are available compared to previous contracts. Absence of the agreements will result in higher pricing, an unmanageable technology footprint and a higher overall TCO.

**COMPENSATION:**

Vendors shall be compensated as specified in their respective agreements; total compensation to be paid to all vendors during the original term shall not exceed \$85,000,000.00 in the aggregate.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements, including any indemnities by the Board. Authorize the President and Secretary to execute the agreements. Authorize the Chief Procurement Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

This Joint IT Hardware agreement is in compliance with the requirements of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this Joint RFP were set by the participating Sister Agencies and will be enforced on the Chicago Public School contract by CPS' Office of Business Diversity.

The Vendors have identified the following participation:

**MBE**

Wynndalco Enterprises, LLC  
55 West Wacker Drive, 9th Floor  
Chicago, Illinois 60601  
Contact: Samantha Gregory

Solai & Cameron, Inc.  
2335 N. Southport Ave.  
Chicago, Illinois 60601  
Contact: Maller R. Solai

Level-1 Global Solutions, LLC  
22 West Washington Street, 15th Floor  
Chicago, Illinois 60602  
Contact: Thomas D. McElroy

Fusion Technology Solutions Group, LLC  
233 S. Wacker Drive, 84th Floor  
Chicago, Illinois 60606  
Contact: Eli Reynoso

KBS Computer Services, Inc. (Subcontractor to Apple)  
15537 South 70th Court  
Orland Park, Illinois 60462  
Contact: Anthony Kitchens

**WBE**

ConnectED Consulting Services LLC (Subcontractor to Wynndalco and Solai & Cameron)  
708 S. Racine Avenue, Unit B  
Chicago, Illinois 60607  
Contact: Elaine Williams

Advotek, Inc. (Subcontractor to Apple)  
148 Ogden Avenue  
Downers Grove, Illinois 60515  
Contact: Diana Conley

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to various schools and departments: Fiscal years 2012-2016

Budget Classification:

53405 - Supplies

55005 - Equipment

56105 - Services/Repair Contracts

54105 - Contractual Services

Fund Classification: Various funds

Future year funding is contingent upon budget appropriation and approval.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**Vice President Ruiz abstained on Board Report 12-1114-PR8.**

12-1114-PR9

**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH VWR EDUCATION, LLC  
DBA SCIENCE KIT AND FISHER SCIENCE EDUCATION FOR THE PURCHASE OF SCIENCE  
LABORATORY SUPPLIES, EQUIPMENT AND FURNITURE**

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

Approve exercising the option to renew the agreements with VWR Education, LLC dba Science Kit and Fisher Science Education to provide Science Laboratory Supplies, Equipment and Furniture to schools at a total cost for the option period not to exceed \$250,000.00 in aggregate for all vendors. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 10-250033

Contract Administrator : Seanior, Miss Pamela Dorcas / 773-553-2254

**VENDOR:**

- 1) Vendor # 45941  
SCIENCE KIT & BOREAL  
777 E PARK DRIVE  
TONAWANDA, NY 14151  
Rob Weiner  
800 242-2042  
800-828-3299

Category A, B, And C

- 2) Vendor # 41947  
FISHER SCIENCE EDUCATION  
4500 TURNBERRY DRIVE  
HANOVER PARK, IL 60133  
Nicole Olsen  
800 955-1177  
800-955-4763

Category D

**USER INFORMATION :**

Contact: 12210 - Procurement and Contracts Office  
125 South Clark Street 10th Floor  
Chicago, IL 60603  
Seanior, Miss Pamela Dorcas  
773-553-2280

**ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 10-1027-PR3) in the amount of \$7,000,000.00 are for a term commencing December 1, 2010 and ending November 30, 2012, with the Board having one option to renew for a two year term. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

**OPTION PERIOD:**

The term of each agreement is being renewed for two years commencing December 1, 2012 and ending November 30, 2014.

**OPTION PERIODS REMAINING:**

*There are no option periods remaining.*

**SCOPE OF SERVICES:**

Vendors will continue to provide Science Laboratory Supplies, Equipment and Furniture as described in the Bid Tabulation Pages.

**DELIVERABLES:**

Vendors will continue to provide Science Laboratory Supplies, Equipment and Furniture as described in the Bid Tabulation Pages.



**OUTCOMES:**

These contracts will result in better pricing for all schools.

**COMPENSATION:**

Vendors shall be paid during this option period as specified in their agreement; total not to exceed the sum of \$250,000.00 in aggregate.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract and Category Goals method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis. The M/WBE goals for this agreement are 15% total MBE and 5% total WBE participation.

The following M/WBE's have been identified:

**MBE - 15%**

Meadows Office Supply  
30W260 Butterfield Rd., Suite 210  
Warrenville, IL 60555-1569

**WBE - 5%**

B&L Distributors  
7808 College Dr., Suite 4NE  
Palos Heights, IL 60463

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to: Various Schools and Departments  
Budget Classification: 53405 Supplies; 55005 Equipment; 55010 Furniture  
Requisition Number: Various  
Fiscal Year: 2012-2014

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**Vice President Ruiz abstained on Board Report 12-1114-PR9.**

**12-1114-PR10**

**APPROVE ENTERING INTO AN AGREEMENT JOHNSON CONTROLS FOR THE INSTALLATION OF A VISITOR MANAGEMENT SYSTEM AT THE CHICAGO PUBLIC SCHOOLS CENTRAL OFFICE LOCATED AT 125 S. CLARK STREET**

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

Approve entering into an agreement with Johnson Controls to provide a Visitor Management System to the Chicago Public Schools Central Office located at 125 S. Clark Street, at a total cost not to exceed \$86,281.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2, as approved by

12-0731-CPOR-1532. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**VENDOR:**

- 1) Vendor # 11409  
JOHNSON CONTROLS, INC.  
3007 MALMO DR  
ARLINGTON HTS, IL 60005  
Mark Eggerding  
414 228-1200

**USER INFORMATION:**

Contact: 10610 - School Safety and Security Office  
125 S Clark St - 1st Floor  
Chicago, IL 60603  
Ruiz, Mr. Antonio  
773-553-3030

**TERM:**

The term of this agreement shall commence the date the agreement is signed and shall end 12 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:**

Johnson Controls will: 1. Install workstations and/or kiosk at identified access control points throughout the building, this includes a computer, kiosk, label printer and camera; 2. Create mobile workstations that can be moved from one access point to another; 3. Conduct training with security personnel, Building Management and department personnel responsible for visitor access within their department; 4. Provide Visitor Management Identification system software and hardware to Chicago Public Schools and remote sites as required; and 5. Install electrical conduit and cabling for electrical and data for kiosks or access control modules at 2 locations.

**DELIVERABLES:**

Provide a Visitor Management Identification System that can be used to pre-register contractors and vendors via a web registration module with email confirmations. Provide a Visitor Management Identification System that can integrate with Chicago Public Schools' current access control system.

**OUTCOMES:**

Vendor's services will result in providing a Visitor Management Identification System that offers fast registration of visitors for Chicago Public Schools central office located at 125 S. Clark Street as well as very fast check-in for returning visitors. And provide photo ID capture capabilities for visitors.

**COMPENSATION:**

Vendor shall be paid as specified in the agreement; total not to exceed the sum of \$86,281.00.

**REIMBURSABLE EXPENSES:**

None

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Director of School Safety and Security to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

The MBE/WBE goals for this agreement include 30% total MBE and 7% total WBE participation. However, the Office of Business Diversity recommends a partial waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due to the scope of the contract being not further divisible.

The Vendor has identified the following:

**Total MBE - 29%**

IMC Connect, Inc.  
207 East Ohio Street, Suite #293  
Chicago, Illinois 60611  
Attn: Irmgard Cooper

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund: 483

Office of School Safety and Security, Parent Unit 10600

\$86,281.00 Fiscal Year 2013

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**Vice President Ruiz abstained on Board Report 12-1114-PR10.**

**12-1114-PR11**

**AMEND BOARD REPORT 11-1214-PR13**

**APPROVE AGREEMENT WITH HIGHBAR CONSULTING, INC FOR PRINCIPAL ELIGIBILITY PROCESS SERVICES**

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

Approve agreement with HighBar Consulting, Inc. to provide consulting services to update the principal eligibility process for CPS at a total cost not to exceed ~~\$245,000.00~~ \$843,800.00. The vendor was selected on a competitive basis pursuant to Board Rule 7-2 and was approved by CPOR Number 11-1201-CPOR 1502. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This November 2012 amendment is necessary to: i) expand the scope and services, ii) extend the end date to reflect this expanded scope, iii) delete the option to renew, iv) increase the compensation amount from \$245,000 to \$843,800, and v) revise the affirmative action section. The scope of work has changed from an update of existing assessments to include the design of "day-in-the-life" assessments simulating the principal role. A written amendment to the agreement is required. No payment over the original authorized amount shall be made prior to execution of the amendment. The authority granted herein shall automatically rescind in the event the written amendment is not executed within 90 days of the date of this amended Board Report.

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

CPOR Number : 11-1201-CPOR-1502

**VENDOR:**

- 1) Vendor # 96360  
HIGHBAR CONSULTING  
1846 NORTH FREMONT  
CHICAGO, IL 60614  
Carol Henriques  
312 543-0300

**USER INFORMATION :**

Contact: 11010 - Office of Human Capital  
125 S Clark St - 2nd Floor  
Chicago, IL 60603  
Mckitrick, Mrs. Nell  
773-553-1515

**TERM:**

The term of this agreement shall commence on December 19, 2011 and shall end ~~December 18, 2012~~ December 31, 2013. This agreement shall have one (1) option to renew for a period of 12 months each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

The vendor will lead the work to validate any relevant updates to the principal eligibility process, refresh and validate changes to competency model and success factors, design and validate new assessment tools and develop training for assessors. The vendor will consult with internal subject matter experts including leadership from the Chief Education Office, Leadership Development Office, Chiefs of Schools, Principals and Talent Office for all phases of this work.

The expanded scope of services includes updates to job analysis, role profile, design of the "day-in-life" simulation, new assessments aligned to the "day-in-life" simulation, candidate debrief session and facilitated integration session.

**DELIVERABLES:**

Vendor will provide the following deliverables: 1) document evaluation and recommendations of scoring process, methodology, rubrics and system; 2) implement refinements to scoring system including rubrics, scoring system and update of the technical report; 3) review, update and redesign of assessments including assessment materials, interview guides, refresh the principal competency model, update to technical report and related tools for the process including Step 2 Principal Scenario Exam and Step 4 Instructional Observation and Behavioral Assessments; and, 4) develop and implement training materials, calibration protocols, train-the-trainer materials and conduct training and calibration sessions.

Vendor will also provide the following deliverables: 1) job analysis update; 2) additional design and SME sessions; 3) school walk-through assessment with new videos; 4) community engagement assessment; 5) coaching and feedback assessment; 6) candidate debrief session; and 7) facilitate integration sessions.

**OUTCOMES:**

Vendor's services will result in a principal competency model and success factors, assessments, related assessment materials, rubrics, scoring system, assessor guides, training guides and related training materials.

**COMPENSATION:**

Vendor shall be paid as specified in their agreement; total compensation payable to HighBar Consulting, Inc. shall not exceed ~~\$245,000.00~~ \$843,800.00.

**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 Talent 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 M/WBE goals~~ a partial waiver of the MBE goal, as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted due to the scope of services being not further divisible.

The following participation has been identified:

Total WBE - 100%  
Highbar Consulting  
1846 North Fremont  
Chicago, Illinois 60614  
Contact: Carol Henriques

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 353

Charge to Talent Office, 11010: ~~\$245,000.00~~ \$843,800.00

FY2012 \$245,000

FY2013 \$798,800

FY2014 \$45,000

Future year funding is contingent upon budget appropriation and approval.

11070-353-54125-264214-494037-2012	\$245,000.00
11010-353-54125-264214-494041-2013	\$354,800.00

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**12-1114-PR12**

**APPROVE EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH ROGERS PARK COMMUNITY DEVELOPMENT CORPORATION FOR CONSULTING SERVICES**

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

Approve exercising the first option to renew the agreement with Rogers Park Community Development Corporation to provide consulting services to the Talent Office at a total cost for the option period not to exceed \$95,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Rogers Park Community Development Corporation during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 09-250075

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

**VENDOR:**

- 1) Vendor # 41436  
 ROGERS PARK COMMUNITY  
 DEVELOPMENT CORP.  
 1530 WEST MORSE AVE  
 CHICAGO, IL 60626  
 Heather Hain-Whiteford  
 773-338-7732

**USER INFORMATION :**

Contact:  
11010 - Office of Human Capital  
125 S Clark St - 2nd Floor  
Chicago, IL 60603  
Tiefenthaler, Ms. Kristine C.  
773-553-1263

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 10-0127-PR19) in the amount of \$190,000 is for a term commencing upon execution and ending twenty four months thereafter, with the Board having two options to renew, each for one year term, with the cost for each option period not to exceed \$95,000.00. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2. The Board Report was amended pursuant to 11-1214-PR10 to provide funding for an escrow account at Chicago Title and Trust Company for the purpose of funding for forgivable loans for teachers participating in the Teacher Homebuyer Assistance Program.

**OPTION PERIOD:**

The term of this agreement is being renewed for one year commencing November 15, 2012 and ending November 14, 2013.

**OPTION PERIODS REMAINING:**

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

**SCOPE OF SERVICES:**

Consultant shall provide administrative and housing counseling services for Chicago Public School teachers for the CPS Teacher Homebuyer Assistance Program. In addition, Consultant shall maintain an escrow account to hold funds to be used to provide down payment assistance to eligible employees participating in the Teacher Homebuyer Assistance Program. Consultant shall advise the Board of amounts needed to fund the escrow account, provide accounting reports to the Board for the escrow, and return to the Board any undisbursed amounts remaining in the account upon termination of the escrow. The initial escrow agent is Chicago Title Trust Company.

**DELIVERABLES:**

Consultant will provide quarterly reports on all activity with CPS teachers regarding counseling services rendered and all closing information.

**OUTCOMES:**

Vendor services will result in CPS teachers who are well-educated first-time homeowners in Chicago committed to continue teaching with CPS for 5 years.

**COMPENSATION:**

Consultant shall be paid as follows: Equal monthly payments provided all deliverables are received satisfactorily; total compensation not to exceed the sum of \$95,000.00 for the 12-month option period. The escrow agent, Chicago Title and Trust Company shall be paid \$250.00 per quarter out of the escrow funds. The escrow agent was retained by the Rogers Park Community Development Corporation for the purpose of funding forgivable loans to teachers participating in the Teacher Homebuyer Assistance Program. The escrow account shall be funded in an amount not to exceed \$603,000.00: the escrow agent shall be paid \$250.00 per quarter out of escrow funds. The amount of funding to be placed in escrow shall be paid solely from and shall not exceed proceeds of sales of Illinois Affordable Housing Tax Credits (IAHTC) or other program receipts. The Board is eligible to receive IAHTC by reason of the Board's participation in the CPS Teacher Homebuyer Assistance Program.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the participation goal provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization. This agreement is exempt from MBE/WBE review.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 124  
Charge to Talent Office, 11010  
\$95,000.00, FY13

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**12-1114-PR13**

**APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH HEALTH CARE SERVICE CORPORATION D/B/A BLUE CROSS BLUE SHIELD OF ILLINOIS TO PROVIDE PREFERRED PROVIDER ORGANIZATION (PPO) SERVICES**

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

Approve exercising the second option to renew the agreement with Health Care Service Corporation d/b/a Blue Cross Blue Shield of Illinois to provide Preferred Provider Organization (PPO) administrative services to the Office of Human Capital at a cost for the option period not to exceed \$6,000,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

**VENDOR:**

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

**USER INFORMATION :**

Contact:  
11010 - Office of Human Capital  
125 S Clark St - 2nd Floor  
Chicago, IL 60603  
Tiefenthaler, Ms. Kristine C.  
773-553-1070

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 08-0827-PR28) in the amount of \$45,000,000.00 is for a term commencing January 1, 2009 and ending December 31, 2011, with the Board having two options to renew, each for one year term, with the cost of each option period not to exceed \$20,000,000.00. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4-1. The first option to renew (authorized by Board Report 11-0622-PR35) in the amount of \$10,000,000.00 was exercised for a term commencing January 1, 2012 and ending December 31, 2012.

**OPTION PERIOD:**

The term of this agreement is being renewed for one year commencing January 1, 2013 and ending December 31, 2013.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide a PPO network access including, but not necessarily limited to, administrative services and claims for the Board's self-insured health plan.

**DELIVERABLES:**

Vendor will continue to provide access to a PPO network of medical providers and monthly experience reports.

**OUTCOMES:**

Vendor services will continue to result comprehensive and affordable healthcare coverage through contracted discounts and prepaid provider arrangements for the Board's self-insured health program for Chicago Public Schools and the Board enrollees.

**COMPENSATION:**

Vendor shall be paid a network access/administration fee as set out in the written agreement; not to exceed a total of \$6,000,000.00 for this option 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 option document. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Plan for Minority and Women Business Contract Participation (M/WBE Plan). The M/WBE participation goals for the contract include; 35% total MBE and 5% total WBE. The vendor has identified and scheduled the following firms and percentage:

**Total MBE=35%**

A&R Janitorial  
5234 W. 25th St.  
Cicero, IL 60137

Innovative Systems Concepts Group  
799 Roosevelt Rd.  
Mt. Prospect, IL 60056

**Total WBE= 5%**

Perez & Associates  
13930 S. Kildare Ave.  
Crestwood, IL 60445

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Chicago Public Schools in FY2013 - \$6,000,000.00

Budget Classification: Expense as allocated to all positions through account 57305 (Hospitalization and dental insurance) across all operating funds, units, programs, and grants.

**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).

**Vice President Ruiz abstained on Board Report 12-1114-PR13.**



12-1114-PR14

**APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH UNITED HEALTH CARE INSURANCE COMPANY TO PROVIDE PREFERRED PROVIDER ORGANIZATION (PPO) SERVICES**

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

Approve exercising the second option to renew the agreement with United Health Care Insurance Company to provide Preferred Provider Organization (PPO) administrative services for the Board's self-insured health plan to the Office of Human Capital at a cost for the option period not to exceed \$2,000,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

**VENDOR:**

- 1) Vendor # 23320  
UNITED HEALTH CARE INSURANCE CO.  
233 N. MICHIGAN AVENUE  
CHICAGO, IL 60601  
Scott Behnke  
312-424-6581

**USER INFORMATION :**

Contact:  
11010 - Office of Human Capital  
  
125 S Clark St - 2nd Floor  
  
Chicago, IL 60603  
  
Tiefenthaler, Ms. Kristine C.  
  
773-553-1070

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 08-0827-PR31) in the amount of \$6,000,000.00 is for a term commencing January 1, 2009 and ending December 31, 2011, with the Board having two options to renew, each for a one year term, with the cost of each option not to exceed \$2,000,000.00. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4-1. The first option to renew (authorized by Board Report 11-0622-PR36) in the amount of \$2,000,000.00 was exercised for a term commencing January 1, 2012 and ending December 31, 2012.

**OPTION PERIOD:**

The term of this agreement is being renewed for one year commencing January 1, 2013 and ending December 31, 2013.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide preferred provider organization services for the Board's self-insured health plan.

**DELIVERABLES:**

Vendor will continue to provide access to PPO network of medical providers, claims administration services, conduct utilization review and management services.

**OUTCOMES:**

Vendor's services will continue to result in comprehensive and affordable health care coverage through contracted discount PPO provider arrangements for the Board's self-insured health plan for Chicago Public Schools and Board enrollees.

**COMPENSATION:**

Vendor shall be paid during this option period as follows: in accordance with the compensation schedule set forth in the written agreement, with total compensation not to exceed \$2,000,000.00 for this option 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 option document. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

This contract is in full compliance with the required goals of the Remedial program for Minority and Women Owned Business Enterprise Participation (M/WBE Plan. The M/WBE participation goals for this contract include: 10% total MBE and 10% total WBE. The vendor has identified the following:

**Total MBE=10%**

Merchandise Distributions, Inc.  
4253 Kedzie  
Chicago, IL 60649

Cora Fran  
P.O Box 498-495  
Chicago, IL 60649

The Blackstone Group  
360 N. Michigan Ave.  
Chicago, IL 60601

Hernandez & Garcia  
7366 N. Lincoln Ave.  
Lincolnwood, IL 60712

**Total WBE= 10%**

411 Computers, Inc.  
6160 S. East Ave.  
LaGrange, IL 60525

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Chicago Public Schools in FY2013 - \$2,000,000.00  
Budget Classification: Expense as allocation to all positions through account 57305 (Hospitalization and dental insurance) across all operating funds, units, programs, and grants.

**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).

**Vice President Ruiz abstained on Board Report 12-1114-PR14.**

**12-1114-PR15**

**APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH DELTA DENTAL OF ILLINOIS FOR DENTAL PREFERRED PROVIDER ORGANIZATION (DPPO) AND DENTAL HEALTH MAINTENANCE ORGANIZATION (DHMO) SERVICES**

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

Approve exercising the second option to renew the agreement with Delta Dental of Illinois ("Vendor") to provide Delta Dental Preferred Provider Organization (DPPO) administrative services and Dental Health Maintenance Organization (DHMO) services to Board and CPS enrollees through the Board's self-funded program at a cost for the option period not to exceed \$5,500,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to

the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

**VENDOR:**

- 1) Vendor # 24482  
DELTA DENTAL OF ILLINOIS  
801 OGDEN AVENUE  
CHICAGO, IL 60532  
Sheila D. Wilcox  
630-718-4759

**USER INFORMATION :**

Contact:  
11010 - Office of Human Capital  
  
125 S Clark St - 2nd Floor  
  
Chicago, IL 60603  
  
Tiefenthaler, Ms. Kristine C.  
  
773-553-1070

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 08-0827-PR29) in the amount of \$14,000,000.00 is for a term commencing January 1, 2009 and ending December 31, 2011, with the Board having two options to renew, each for a one year term with the cost of each option term not to exceed \$6,000,000.00. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4-1. The first option to renew (authorized by Board Report 11-0525-PR22) in the amount of \$6,000,000.00 was exercised for a term commencing January 1, 2012 and ending December 31, 2012.

**OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing January 1, 2013 and ending December 31, 2013.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor will continue to administer and provide Dental Preferred Provider Organization (DPPO) and Dental Health Maintenance Organization (DHMO) services for employees and their dependents that elect to participate in the dental insurance program.

**DELIVERABLES:**

Vendor will continue to provide all necessary communications, brochures, pamphlets and materials to the Board and Board employees, respond to telephone inquiries and direct employees to appropriate use of DHMO and DPPO benefits and services, provide management reports to ensure that all services are rendered in a prompt and fair manner to eligible employees and their dependents, and ensure that all claims are accurately processed according to the contract.

**OUTCOMES:**

Vendor's services will continue to result in efficient and successful dental health programs during the option period.

**COMPENSATION:**

Vendor shall be paid as follows: a fixed rate per member as set forth in the written agreement, not to exceed the sum of \$5,500,000.00 this renewal option 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 option document. Authorize the Chief Human Capital Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

This contract is in full compliance with the required goals of the Remedial Program for Minority and Women Owned Business Enterprise Participation (M/WBE). The M/WBE participation goals for this contract include: 20% total MBE and 15% total WBE.  
The vendor has identified and scheduled the following:

**Total MBE=20%**  
Lambert Risk Management  
1 North LaSalle - Ste 1130  
Chicago, IL 60602

Cypress Consulting, Inc.  
1901 Butterfield Road, Ste. 340  
Downers Grove, IL 60615

**Total WBE=15%**  
Richard Graphic Communication, Inc.  
2700 Van Buren  
Bellwood, IL 60104

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

**FINANCIAL:**  
Charge to Chicago Public Schools in FY2013 - \$5,500,000  
Budget Classification: Expense as allocated to all positions through account 57305 (Hospitalization and dental insurance) across all operating funds, units, programs, and grants.

**CFDA#:** Not Applicable

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

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

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

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

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

**12-1114-PR16**

**APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH VISION SERVICES PLAN OF ILLINOIS TO PROVIDE VISION CARE PLAN SERVICES**

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

Approve exercising the second option to renew the agreement with Vision Services Plan of Illinois ("VSP") to provide vision care plan services to the Office of Human Capital at a cost for the option period not to exceed \$3,000,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to VSP during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 120 days of the date of this Board Report. Information pertinent to this option is stated below.

**VENDOR:**

- 1) Vendor # 23342  
VISION SERVICE PLAN OF ILLINOIS  
3333 QUALITY DRIVE  
RANCHO CORDOVA, CA 95670  
Chad Jashelski  
312-466-1601

**USER INFORMATION :**

Contact:  
11010 - Office of Human Capital  
  
125 S Clark St - 2nd Floor  
  
Chicago, IL 60603  
  
Tiefenthaler, Ms. Kristine C.  
  
773-553-1070

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 08-0827-PR32) in the amount of \$9,000,000.00 is for a term commencing January 1, 2009 and ending December 31, 2011, with the Board having two options to renew, each for a one year term, with the cost of each option period not to exceed \$6,000,000. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4-1. The first option to renew (authorized by Board Report 11-0525-PR26) in the amount of \$6,000,000.00 was exercised for a term commencing January 1, 2012 and ending December 31, 2012.

**OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing January 1, 2013 and ending December 31, 2013.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

VSP will continue to provide vision care services (including all administrative, utilization review and vision care network access) for CPS and Board enrollees that elect to participate in vision program. VSP's network includes optometrists, ophthalmologists and other licensed vision care professionals who will provide services and materials to cps and Board enrollees in offices throughout the Chicago area.

**DELIVERABLES:**

VSP will continue to provide all necessary communication, brochures, pamphlet and materials to the Board and CPS enrollees, respond to telephone inquiries and direct enrollees to appropriate use of vision benefits and services, provide management reports to ensure that all services are rendered in a prompt and fair manner to all eligible Board and CPS enrollees, and ensure that all claims are accurately processed according to the written agreements.

**OUTCOMES:**

VSP's services will continue to result in comprehensive and affordable vision care program arrangements for the Board's vision care program for Chicago Public Schools and Board enrollees.

**COMPENSATION:**

VSP shall be paid during this option period as follows: in accordance with the compensation schedule set forth in the written renewal agreement, with total compensation not to exceed \$3,000,000.00.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Vendor agrees to comply with the contract-specific goals within the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The Equal Employment Opportunity Compliance (EEOC) diversity goals for this agreement are set at 15% for minorities and 5% for women.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Chicago Public Schools in FY2013 - \$3,000,000.00  
Budget Classification: Expense as allocated to all positions through account 57305 (Hospitalization and dental insurance) across all operating funds, units, programs, and grants.

**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 Vitale indicated that if there were no objections, Board Reports 12-1114-PR1 through 12-1114-PR16, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 12-1114-PR1 through 12-1114-PR16 adopted.**

**12-1114-OP2**

**APPROVE RENEWAL OF LEASE AGREEMENT WITH COMMONWEALTH EDISON COMPANY FOR USE OF SPACE AT 125 SOUTH CLARK STREET**

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

Approve the renewal of the lease agreement with Commonwealth Edison Company ("ComEd") for use of space at 125 S. Clark St. A written lease renewal is currently being negotiated. The authority granted herein shall automatically rescind in the event the renewal is not executed within 90 days of the date of this Board Report. Information pertinent to this matter is stated below.

**TENANT:** Commonwealth Edison Company  
 Real Estate Services  
 3 Lincoln Center, 4<sup>th</sup> Floor  
 Oakbrook Terrace, IL 60181  
 Contact: Nadia Chomko, Asset Manager  
 Phone: (630) 576-6303

**LANDLORD:** Board of Education of the City of Chicago Public Schools

**PREMISES:** 125 S. Clark St., approximately 19,379 rentable square feet on the 4<sup>th</sup> floor, currently occupied by Tenant.

**USE:** To operate ComEd's downtown data center.

**ORIGINAL LEASE:** The original lease (authorized by Board Report 04-0922-OP4) was for a term commencing January 1, 2004, and ending December 31, 2008, and was subsequently renewed (authorized by Board Report 08-0924-OP1) for a term commencing January 1, 2009, and ending December 31, 2012.

**RENEWAL TERM:** The renewal term shall commence on January 1, 2013, and end on December 31, 2016.

**RENT:** Tenant shall pay rent as follows:

<u>Year</u>	<u>Annual rent</u>	<u>Monthly rent</u>
Year 1: 1/1/13 - 12/31/13	\$412,078.68	\$34,339.89
Year 2: 1/1/14 - 12/31/14	\$424,441.04	\$35,370.09
Year 3: 1/1/15 - 12/31/15	\$437,174.27	\$36,431.19
Year 4: 1/1/16 - 12/31/16	\$450,289.50	\$37,524.13

**OTHER TERMS AND CONDITIONS:** Except as expressly amended 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 lease renewal agreement. Authorize the President and Secretary to execute the lease renewal agreement. Authorize the Chief Operating Officer to execute all ancillary documents required to administer or effectuate the lease renewal.

**AFFIRMATIVE ACTION:** Exempt.

**LSC REVIEW:** Not applicable.

**FINANCIAL:** Credit rent income 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 May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

**Vice President Ruiz abstained on Board Report 12-1114-OP2.**

12-1114-ED2

**REPORT ON STUDENT EXPULSIONS FOR OCTOBER 2012**

**DESIGNEE FOR THE CHIEF EXECUTIVE OFFICER REPORT THE FOLLOWING DECISION:**

4 Students were expelled from the Chicago Public Schools in October 2012.

**DESCRIPTION:**

Pursuant to the provisions of Sections 10-22.6 and 34-19 of the *School Code of Illinois*, Section 6-8 of the *Rules of the Board of Education of the City of Chicago*, and the *Student Code of Conduct* of the Chicago Public Schools, the designee for the Chief Executive Officer approved the expulsion of 4 Chicago Public Schools students, for gross disobedience, misconduct or other violations of the bylaws, rules and regulations of the Chicago Board of Education.

**October Totals**  
(October 1 to October 31, 2012)

Expulsions	4
No Expulsions	8
SMART Referrals	<u>18</u>
	30

**(2012-2013 Totals to Date)**  
(August 1, 2012 to current)

Expulsions	19
No Expulsions	23
SMART Referrals	<u>75</u>
	117

Decisions Pending 16

**LSC REVIEW:**

LSC review is not applicable to this report.

**AFFIRMATIVE ACTION STATUS:**

Not applicable.

**FINANCIAL:**

No cost to the Chicago Public Schools.

**PERSONNEL IMPLICATIONS:**

None.

12-1114-AR2

REPORT ON BOARD REPORT RESCISSIONS**THE GENERAL COUNSEL REPORTS THE FOLLOWING:**

- I. **Extend the rescission dates contained in the following Board Reports to January 23, 2013 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. 11-0525-OP4: Authorize the Public Building Commission of Chicago to Purchase the Property at 10436 South Indianapolis Boulevard for the Construction of a New Southeast Area Elementary School.  
User Group: Facilities & Operations  
Services: Real Estate Purchase  
Status: In negotiations
  2. 11-0928-OP2: Reaffirm Board Report 11-0727-OP1: Approve Entering into a Reciprocal Shared Use Agreement and Temporary Construction License Agreement with the Chicago Park District and to Consent to the Amendment of Planned Development #808 in Connection with the Construction and Use of Athletic Facilities at North Grand High School and Greenbaum Park.  
User Group: Real Estate  
Services: License Agreement  
Status: In negotiations
  3. 11-0928-PR13: Approve Entering into an Agreement with Bluecross Blueshield of Illinois For HMO Health Care Administration Services.  
User Group: Office of Human Capital  
Services: HMO Health Care Administration Services  
Status: In negotiations
  4. 11-0928-PR14: Approve Entering into an Agreement with United Healthcare Services, Inc. to Provide HMO (Exclusive Provider Organization) Administrative Services.  
User Group: Office of Human Capital  
Services: HMO Health Care Administration Services  
Status: In negotiations
  5. 12-0328-EX5: Amend Board Report 10-0428-EX4: Amend Board Report 09-1123-EX15: Approve the Granting of a Charter and Entering into a Charter School Agreement with Northwestern University Settlement Association, an Illinois Not-For-Profit- Corporation.  
User Group: Portfolio Office  
Services: Charter School  
Status: In negotiations
  6. 12-0328-EX7: Amend Board Report 11-1214-EX3: Amend Board Report 11-0126-EX8: Amend Board Report 10-0922-EX3: Amend Board Report 10-0428-EX3: Amend Board Report 09-1123-EX9: Amend Board Report 09-0826-EX10: Amend Board Report 09-0422-EX3: Amend Board Report 09-0325-EX14: Amend Board Report 08-1217-EX7: Approve the Renewal of the Charter School Agreement with Noble Network of Charter Schools.  
User Group: Portfolio Office  
Services: Charter School  
Status: In negotiations
  7. 12-0328-EX11: Approve the Renewal of the Charter School Agreement with Chicago Charter School Foundation.  
User Group: Portfolio Office  
Services: Charter School  
Status: In negotiations
  8. 12-0328-EX12: Approve the Renewal of the Charter School Agreement with Perspectives Charter School.  
User Group: Portfolio Office  
Services: Charter School  
Status: In negotiations
  9. 12-0328-EX13: Approve the Renewal of the Charter School Agreement with Polaris Charter Academy.  
User Group: Portfolio Office  
Services: Charter School  
Status: In negotiations
  10. 12-0328-EX14: Approve the Renewal of the Charter School Agreement with Youth Connection Charter School.  
User Group: Portfolio Office  
Services: Charter School  
Status: In negotiations



11. 12-0425-OP3: Approve Renewal of Lease Agreement with Chicago Charter School Foundation – Larry Hawkins for Carver Middle School, Located at 801 E. 133<sup>rd</sup> Place.  
User Group: Real Estate  
Services: Lease Agreement  
Status: In negotiations
12. 12-0425-OP4: Approve the Renewal of Lease Agreement with Chicago Charter School Foundation (Chicago International-Charter School) Chicagoquest for Truth School, Located at 1443 North Ogden.  
User Group: Real Estate  
Services: Lease Agreement  
Status: In negotiations
13. 12-0425-OP5: Approve Renewal of Lease Agreement with Perspectives Charter School for Calumet School, Located at 8131 S. May.  
User Group: Real Estate  
Services: Lease Agreement  
Status: In negotiations
14. 12-0425-OP6: Approve Renewal of Lease Agreement with Perspectives Charter School for Raymond School, Located at 3663 S. Wabash Ave.  
User Group: Real Estate  
Services: Lease Agreement  
Status: In negotiations
15. 12-0425-PR18: Approve Exercising the First Option to Renew the Agreement with R.V. Kuhns and Associates, Inc. for Consulting Services.  
User Group: Office of Talent  
Services: Consulting Services  
Status: In negotiations
16. 12-0627-EX2: Approve Exercising the Option to Renew the Agreement with Illinois State Police for Background Check Services.  
User Group: Office of School Safety and Security  
Services: Background Check Services  
Status: In negotiations
17. 12-0627-EX4: Amend Board Report 12-0425-EX9: Authorize Payment of Startup Funds and In-Kind Contributions to and Approve Entering into Disbursement and Use of Startup Funds Agreements with Various Charter and Contract Schools.  
User Group: Office of New Schools and Programs  
Services: Disbursement and Startup Funds  
Status: In negotiations
18. 12-0627-OP2: Approve Renewal of Lease Agreement with Chicago Charter School Foundation (Chicago International Charter School) Chicagoquest for lease of the Truth School.  
User Group: Real Estate  
Services: Lease Agreement  
Status: In negotiations
19. 12-0627-OP4: Approve Renewal of License Agreement with the Vietnamese Association of Illinois for Use of Parking Lot at 5017 N. Winthrop Ave for Goudy School.  
User Group: Real Estate  
Services: License Agreement  
Status: In negotiations
20. 12-0627-OP5: Approve Month-To-Month Renewal of Lease Agreement with 850 W. Jackson For Lease of Space for the Office of the Inspector General.  
User Group: Real Estate  
Services: Lease Agreement  
Status: In negotiations
21. 12-0627-PR4: Approve Entering into Agreements with Various Vendors for Online Database Subscription Services.  
User Group: Instructional Tools and Technology  
Services: Online Database Subscription  
Status: In negotiations
22. 12-0627-PR7: Approve Extending the Agreement with Phonak, LLC for the Purchase of Assistive Listening Devices.  
User Group: Citywide Special Education & Support  
Services: Purchase of Assistive Listening Devices  
Status: In negotiations

23. 12-0627-PR19: Approve the First Renewal Agreement with the American Bottling Company to Provide Vended Beverages in Chicago Public Schools.  
User Group: Facility Operations & Maintenance  
Services: Vended Beverages  
Status: In negotiations
24. 12-0627-PR31: Approve Entering into an Agreement with Gartner, Inc. for Consulting Services.  
User Group: Information & Technology Services  
Services: Consulting Services  
Status: In negotiations
25. 12-0627-PR44: Approve Extending the Agreement with the Alain Locker Initiative F/K/A Inner-City Teaching Corps of America for Education Support Services.  
User Group: Office of Human Capital  
Services: Education Support Services  
Status: In negotiations
26. 12-0725-ED3: Approve Entering into Agreements with Selected Vendors to Provide Consulting Services to Private Schools in Chicago Pursuant to the NCLB Title I Federal Entitlement Program.  
User Group: Office of Budget and Grants Management  
Services: Consulting Services  
Status: In negotiations
27. 12-0725-EX3: Amend Board Report 11-1214-EX6: Amend Board Report 11-0525-EX7: Amend Board Report 11-0126-EX6: Amend Board Report 10-0526-EX5: Amend Board Report 10-0428-EX2: Amend Board Report 09-1123-EX7: Amend Board Report 09-0826-EX8: Amend Board Report 08-0924-EX8: Amend Board Report 08-0602-EX7: Approve the Renewal of the Charter School Agreement with UNO Charter School.  
User Group: Portfolio Office  
Services: Charter School  
Status: In negotiations
28. 12-0725-EX4: Amend Board Report 12-0328-EX14: Approve the Renewal of the Charter School Agreement with Youth Connection Charter School.  
User Group: Portfolio Office  
Services: Charter School  
Status: In negotiations
29. 12-0725-PR3: Approve the Pre-Qualification Status of and Entering into Agreements with Not-For-Profit Organizations for Community Schools Initiative (CSI) Services.  
User Group: Portfolio Office  
Services: Charter School  
Status: In negotiations
30. 12-0822-PR1: Amend Board Report 12-0425-PR2: Amend Board Report 11-0727-PR25: Approve Entering into an Agreement with ISBE-Approved Lead Partners for Schools Management, Staff and Student Support Interventions and Services for Office of School Improvement Probationary High Schools.  
User Group: School Improvement Office  
Services: School Management  
Status: In negotiations
31. 12-0822-PR2: Amend Board Report 12-0725-PR4: Approve Entering into Agreements with Various Vendors for Out of School Time and Recess Facilitation Services.  
User Group: Academic Learning and Support  
Services: Out of School Time and Recess Facilitation Services  
Status: In negotiations
32. 12-0822-PR4: Approve Exercising the First Option to Renew the Agreement with ACT, Inc. for the Purchase of Test Materials and Related Services.  
User Group: Assessment  
Services: Purchase of Test Materials  
Status: In negotiations
33. 12-0822-PR5: Approve Exercising the Third Option to Renew the Agreement with Illinois Restaurant Association Education Foundation for Education Services.  
User Group: Early College and Career  
Services: Education Services  
Status: In negotiations
34. 12-0822-PR6: Amend Board Report 12-0725-PR8: Approve Entering into Agreements with Various Vendors for Interventions, Enrichment and Supplemental Academic Services.  
User Group: Educational Tools and Technology  
Services: Supplemental Academic Services  
Status: In negotiations

35. 12-0822-PR9: Amend Board Report 12-0725-PR13: Amend Board Report 12-0627-PR12: Approve Entering into Agreements with Various Vendors for Social Emotional Learning Services.  
User Group: Youth Development and Positive Behavior Supports  
Services: Social Emotional Learning Services  
Status: In negotiations

36. 12-0822-PR12: Amend Board Report 11-0126-PR5: Approve the Pre-Qualification Status of and Entering into Agreements with Ryder Truck and Enterprise FM Trust to Provide Lease Vehicles.  
User Group: Operations  
Services: Lease Vehicles  
Status: In negotiations

37. 12-0822-PR14: Amend Board Report 10-1215-PR8: Approve Entering into an Agreement with AT&T Mobility National Accounts, LLC for Cellular Services, Applications, Equipment, Accessories and Support Services.  
User Group: Information & Technology Services  
Services: Cellular Services and Support Services  
Status: In negotiations

38. 12-0822-PR15: Approve Exercising the Second Option to Renew the Agreements with Various Vendors for the Purchase of Audio Visual Equipment and Installation Services.  
User Group: Procurement and Contracts Office  
Services: Purchase of Audio Visual Equipment  
Status: In negotiations

39. 12-0822-PR16: Approve Extending the Agreement with Various Vendors for the Purchase of Janitorial Products.  
User Group: Procurement and Contracts Office  
Services: Purchase of Janitorial Products  
Status: In negotiations

40. 12-0822-PR18: Approve Entering into an Agreement with AAA Rental System for Rental Support of Equipment and Supplies.  
User Group: Procurement and Contracts Office  
Services: Rental Equipment and Supplies  
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 Vitale thereupon declared Board Reports 12-1114-OP2, 12-1114-ED2, and 12-1114-AR2, with the noted abstention, accepted.**

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

**President Vitale and Members of the Board:**

**Please be advised that I have received a report dated November 14, 2012, from the Chief Financial Officer pursuant to the authority delegated to him in Board Rule 5-14.**

**This report estimates that the amount of money necessary to be raised by taxation upon the taxable property in the district as defined in Section 18-60 of the Property Tax Code is \$2,209,600,000.**

**The report also certifies that this estimated amount is less than the limit defined in Section 18-70 of the Code and specifies that the amount of the levies that will actually be used in 2013 will be determined in the FY 2014 budget process.**

**Please let the record reflect that I am placing a copy of the Chief Financial Officer's report in the record of this meeting and will include the report in the Official Report of the Proceedings of the Board.**



Office of the Chief Financial Officer • 125 South Clark, 14<sup>th</sup> Floor • Chicago, Illinois 60603  
Telephone: 773-553-2700 • Fax: 773-553-2701

**Report of the Chief Financial Officer pursuant to Board Rule 5-14 and  
Section 35 ILCS 200/18-60 of the Illinois Property Tax Code**

35 ILCS 200/18-60 of the Illinois Property Tax Code (“the Code”) requires that not less than 20 days prior to the adoption of its aggregate levy, the corporate authority of each taxing district shall determine the amount of money estimated to be necessary to be raised by taxation for that year upon the taxable property in its district.

Section 18-70 of the Code provides in part that if the estimate of the corporate authority made as provided in Section 18-60 is more than 105% of the amount extended or estimated to be extended upon the final aggregate levy of the preceding year, then the corporate authority is required to give public notice of and hold a public hearing on its intent to adopt a levy in excess of 105% of the amount extended or estimated to be extended in the prior year.

Board Rule 5-14 delegates to the Chief Financial Officer the authority to annually determine the estimate of property taxes to be levied as required under 35 ILCS 200/18-60 and to report that estimate to the Board through the Office of the Secretary of the Board.

Board Rule 5-14 also requires that not less than 20 days prior to the adoption of the Board’s aggregate levy, the Chief Financial Officer shall determine the amounts of money estimated to be necessary to be raised by taxation for that year upon taxable property in the district and that the estimate shall be deemed an act of the corporate authority upon receipt of the Chief Financial Officer’s report of the estimate by the Secretary of the Board.

The Chief Financial Officer hereby estimates that the amount of money necessary to be raised by taxation upon the taxable property in the district as defined in Section 18-60 of the Code is \$2,209,600,000 and certifies that this estimated amount is less than the limit defined in Section 18-70 of the Code. The amount of the levies that will actually be used in 2013 will be determined in the FY 2014 budget that will be presented to the Board.

This report is filed with the Secretary of the Board this 14th day of  
November, 2012

**OMNIBUS**

At the Regular Board Meeting of November 14, 2012 the foregoing motions, reports and other actions set forth from number 12-1114-MO1 through 12-1114-MO3 except as otherwise indicated, were adopted as the recommendations or decisions of the Chief Executive Officer and General Counsel.

Vice President Ruiz abstained on Board Reports 12-1114-ED1, 12-1114-OP1, 12-1114-PR6, 12-1114-PR7, 12-1114-PR8, 12-1114-PR9, 12-1114-PR10, 12-1114-PR13, 12-1114-PR14, and 12-1114-OP2.

**ADJOURNMENT**

President Vitale moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Vitale thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting of November 14, 2012 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.

Estela G. Beltran  
Secretary



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