



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

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**Regular Meeting-Wednesday, August 28, 2013  
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, Dr. Hines, Mr. Ruiz, Ms. Zopp, Ms. Quazzo, Dr. Azcoitia, and  
President Vitale – 7

**ABSENT:** None

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

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

**ABSENT:** None

President Vitale thereupon opened the floor to the CEO Report segment of the Board Meeting. Dr. Byrd-Bennett, Chief Executive Officer, presented on the Community Action Council Humboldt Park and remarked on the efforts of CPS staff on the opening day of schools. Dr. Byrd-Bennett and senior leadership proceeded with the following presentations: Tim Cawley, Chief Administrative Officer, presented on the FY14 Budget Proposal [13-0828-RS2]; and John Barker, Chief Accountability Officer, presented on the SY14-15 School Quality Rating Policy [13-0828-PO5]. Dr. Byrd-Bennett and senior leadership proceeded with the following policy presentations: Alicia Winckler, Chief Talent Officer, presented on Amend Board Report 04-0728-PO1 Employee Discipline and Due Process Policy For School-Based Union Employees (Except CTU) [13-0828-PO1]; Rescind Board Report 07-0124-PO3 and Adopt a New Performance Management and Discipline Policy for Principals and Assistant Principals [13-0828-PO3]; and Rescind Board Reports 07-1219-PO1, 10-0623-RS32 and 11-0622-PO1 and Adopt a New Layoff of Teachers Policy [13-0828-PO4]. James Bebley, General Counsel, presented on Rescind Outdated Policies in Board Reports 98-0128-PO2, 91-0424-RS2, 05-0824-PO5, 07-0725-PO2, 07-1219-PO4, 04-0526-PO5, 04-0128-PO2, 09-0722-PO2, 07-0627-PO4, 04-0324-PO1- 04-0922-PO2, and 03-1022-PO01 [13-0828-PO2]; Board Rules, Annual Readoption of Board Rules and Amendments, Modifications or Repealers of Certain Board Rules in Accordance with Board Rule 2-7 [13-0828-RU1]; and Adopt a Grade Point Average Policy [13-0828-PO6].

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 Dr. Hines presented the following Motion:

**13-0828-MO1**

**MOTION TO HOLD A CLOSED SESSION**

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

- (1) information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act;

- (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act;
- (3) the purchase or lease of real property for the use of the Board pursuant to Section 2(c)(5) of the Open Meetings Act;
- (4) the setting of a price for the sale or lease of real property owned by the Board pursuant to Section 2(c)(6) of the Open Meetings Act;
- (5) security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act;
- (6) matters relating to individual students pursuant to Section 2(c)(10) of the Open Meetings Act;
- (7) pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act; and
- (8) discussion of closed session minutes pursuant to Section 2(c)(21) of the Open Meetings Act, including audio tapes created pursuant to Section 2.06 of the Open Meetings Act.

**Board Member Dr. Bienen moved to adopt Motion 13-0828-MO1.**

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

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

**Nays: None**

**President Vitale thereupon declared Motion 13-0828-MO1 adopted.**

**CLOSED SESSION  
RECORD OF CLOSED SESSION**

**The following is a record of the Board's Closed Session:**

**(1) The Closed Meeting was held on August 28, 2013, beginning at 2:20 p.m. at the Central Service Center, 125 South Clark Street, and President's Conference Room 6<sup>th</sup> Floor, and Chicago Illinois 60603.**

**(2) PRESENT: Dr. Bienen, Dr. Hines, Mr. Ruiz, Ms. Zopp, Ms. Quazzo, Dr. Azcoitia, and President Vitale – 7**

**(3) ABSENT: None**

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

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

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

Members absent after Closed Session: None

President Vitale thereupon proceeded with Agenda Items.

13-0828-AR2

**AUTHORIZE RETENTION OF THE LAW FIRM  
BROTHERS & THOMPSON, P.C.**

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

Retention of the law firm Brothers & Thompson, P.C.

**DESCRIPTION:** The General Counsel recommends retention of the law firm Brothers & Thompson, P.C. in an administrative charge before the Illinois Department of Human Rights and any subsequent federal or state litigation regarding the matter. Authorization is requested in the amount of \$50,000 for the firm's services. As invoices are received they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

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

**AFFIRMATIVE ACTION STATUS:** This firm is a MBE.

**FINANCIAL:** Charge \$50,000.00 to Law Department - Legal and Supportive Services – Professional Services:  
Budget Classification Fiscal Year 2014..... 10210-115-54125-231101-000000

**GENERAL CONDITIONS:**

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

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

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

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

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

13-0828-AR3

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

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

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

**DESCRIPTION:** The General Counsel has continued retention of the law firm Franczek Radelet P.C. to defend the Board and its agents relating to litigation matters including general litigation, labor negotiations, consultation and strategy developments, PTAB, school action litigation and such other matters as determined by the General Counsel. Additional authorization for the firm's services is requested in the amount of \$1,500,000. As invoices are received, they will be reviewed by the General Counsel and if satisfactory, processed for payment.

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

**AFFIRMATIVE ACTION STATUS:** None.

**FINANCIAL:** Charge \$1,500,000.00 to Law Department- Legal and Supportive Service - Professional Services:  
Budget Classification Fiscal Year 2014..... 10210-115-54125-231101-000000

**GENERAL CONDITIONS:**

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

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

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

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

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

**13-0828-AR4**

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM  
PUGH JONES JOHNSON & QUANDT, P.C.**

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

Continued retention of the law firm Pugh Jones Johnson & Quandt, P.C.

**DESCRIPTION:** The General Counsel has continued retention of the law firm Pugh Jones Johnson & Quandt, P.C. The firm will provide legal services to the Board and the CEO in the area of property tax assessment appeals filed before the Property Tax Appeal Board (PTAB) and Dell Computers leasing. Additional authorization for the firm's services is requested in the amount of \$50,000. As invoices are received, they will be reviewed by the General Counsel and if satisfactory, processed for payment.

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

**AFFIRMATIVE ACTION STATUS:** This firm is a MBE.

**FINANCIAL:** Charge \$50,000.00 to Law Department- Legal and Supportive Service – Professional Services:  
Budget Classification Fiscal Year 2014..... 10210-115-54125-231101-000000

**GENERAL CONDITIONS:**

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

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

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

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

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

**13-0828-AR5**

**AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM  
QUINTAIROS, PRIETO, WOOD & BOYER, P.A.**

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

Continued retention of the law firm Quintairos, Prieto, Wood & Boyer, P.A.

**DESCRIPTION:** The General Counsel has continued retention of the law firm of Quintairos, Prieto, Wood & Boyer, P.A. The firm will provide legal services to the Board and the CEO in the area of property tax assessment appeals filed before the Property Tax Appeal Board (PTAB). Additional authorization for the firm's services is requested in the amount of \$25,000. As invoices are received, they will be reviewed by the General Counsel and if satisfactory, processed for payment.

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

**AFFIRMATIVE ACTION STATUS:** This firm is a MBE.

**FINANCIAL:** Charge \$25,000.00 to Law Department - Legal and Supportive Services – Professional Services:  
Budget Classification Fiscal Year 2014.....10210-115-54125-231101-000000

**GENERAL CONDITIONS:**

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

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

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

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

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

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

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

**Nays: None**

**President Vitale indicated that if there were no objections, Board Reports 13-0828-AR2 through 13-0828-AR5 would be adopted by the roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 13-0828-AR2 through 13-0828-AR5 adopted.**

**13-0828-AR6**

**WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR  
HERBERT PARKER – CASE NO. 09 WC 10700**

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

Authorized settlement of the Workers' Compensation claim of Herbert Parker, Case No. 09 WC 10700 and subject to the approval of the Illinois Commission, in the amount of **\$314,237.00**.

**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.....\$314,237.00

**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).

**13-0828-AR7**

**PERSONAL INJURY - AUTHORIZE PAYMENT OF SETTLEMENT FOR  
DENA DYE, AS MOTHER AND NEXT FRIEND OF T.D, A MINOR  
CASE NO. 10 L 012662**

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

Authorize settlement of the personal injury suit of Dena Dye, as mother and next friend of T.D., a minor v. Chicago Board of Education for **\$70,000.00**.

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

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

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** Charge to Litigated Tort Claims: Account #12460-210-54530-231112-000000 FY 2014.....  
..... \$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).

**13-0828-AR8**

**PROPERTY TAX APPEAL REFUND—AUTHORIZE SETTLEMENT FOR  
IMPERIAL REALTY COMPANY PTAB APPEAL REGARDING THEIR  
PROPERTY FOR TAX YEAR 2009**

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

Authorized settlement of appeals by Imperial Realty Company regarding its their multi-parcel industrial property at 1935 W. Pershing Place, Chicago, Illinois, for the 2009 tax year. This settlement results in a total refund of \$57,196, plus interest, for the tax year involved, with a savings of principal and interest. The refund will be implemented by reductions in the Board's property-tax revenues in calendar year 2013 or thereafter. This settlement does not involve a direct payout of Board funds.

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

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

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** There is no charge to any Board account. The refund payment is to be deducted from the Board's tax revenues in calendar year 2013 or thereafter ..... \$57,196, plus interest

**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).

**13-0828-AR9**

**PROPERTY TAX REFUND—AUTHORIZE SETTLEMENT OF TAX OBJECTION CASES FOR 125 S. CLARK STREET FOR TAX YEARS 2009-11**

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

Authorized settlement of appeals by Chicago Board of Education regarding non-exempt portions of its property at 125 S. Clark Street, Chicago, Illinois, for the 2009-11 tax years. This settlement results in a total refund of \$102,464, plus interest, for the tax years involved, with a savings of principal and interest. About \$53,343 of the refund will be implemented by reductions in the Board’s property-tax revenues in calendar year 2013 or thereafter. This settlement does not involve a direct payout of Board funds.

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

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

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** There is no charge to any Board account. The refund payment is to be deducted from the Board’s tax revenues in calendar year 2013 or thereafter ..... \$102,464, plus interest

**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).

**President Vitale indicated that if there were no objections, Board Reports 13-0828-AR6 through 13-0828-AR9 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 13-0828-AR6 through 13-0828-AR9 adopted.**

13-0828-EX7

**AMEND BOARD REPORT 13-0626-EX14**  
**PRINCIPAL CONTRACT (C)**

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

Approve the employment of the principal listed below selected by the Chief Executive Officer after receiving the recommendation of the ~~Greater Lawndale School of Social Justice~~ DeVry Advantage Academy High School appointed Local School Council pursuant to Section 5/34-2.4b of the Illinois School Code.

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

This Board Report is being amended to correct the ALSC school name.

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

<b><u>NAME</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>
Carolyn Eggert	Interim Principal DeVry Advantage Academy	Contract Principal DeVry Advantage Academy Network: North-Northwest Side HS P.N. 216425 Commencing: July 1, 2013 Ending: June 30, 2017

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

**LSC REVIEW:** The appointed Local School Council has been advised of the Chief Executive Officer's selection of the named individual as contract principal of the ~~Greater Lawndale School of Social Justice~~ DeVry Advantage Academy High School.

**AFFIRMATIVE ACTION STATUS:** None.

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

**PERSONNEL IMPLICATIONS:** The position to be affected by approval of this action is contained in the 2013-2014 school budget.

13-0828-EX8

**PRINCIPAL CONTRACTS (C)**

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

Approve the employment of the principals listed below selected by the Chief Executive Officer after receiving the recommendation of the ~~TEAM Englewood Community Academy High School and the Bronzeville Scholastic Academy High School~~ appointed Local School Councils pursuant to Section 5/34-2.4b of the Illinois School Code.

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

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

<b><u>NAME</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>
Rodney Bly	Instructional Support Leader Fulton Elementary Network	Contract Principal TEAM Englewood Network: Southwest Side High School P.N. 267666 Commencing: July 1, 2013 Ending: June 30, 2017

LeeAndra Khan

Acting Principal  
Bronzeville

Contract Principal  
Bronzeville  
Network: South Side High School  
P.N.126326  
Commencing: July 1, 2013  
Ending: June 30, 2017

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

**LSC REVIEW:** The appointed Local School Councils have been advised of the Chief Executive Officer's selection of the named individuals as contract principals of the Team Englewood Community Academy High School and the Bronzeville Scholastic Academy High School.

**AFFIRMATIVE ACTION STATUS:** None.

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

**PERSONNEL IMPLICATIONS:** The positions to be affected by approval of this action are contained in the 2012-2013 school budget.

**President Vitale indicated that if there were no objections, Board Reports 13-0828-EX7 and 13-0828-EX8 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 13-0828-EX7 and 13-0828-EX8 adopted.**

**13-0828-EX9**

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

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

That the Chicago Board of Education: (i) find that the custodial parents of CPS pupils (I.D.# 30604970, I.D.# 33716982, I.D.# 36205857) were non-residents of the City of Chicago from the time they enrolled the pupils through the 1998-1999 academic school year, for the time that the identified students attended CPS schools; (ii) hold the pupils' custodial parents accountable as indebted to the Board for non-resident tuition for the pupils' attendance in the Chicago Public Schools for the pupils' respective times of enrollment, which occurred between 1994 through 1999, in the total amount of \$88,687.59; (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.

13-0828-EX10

**ADOPT FINDING THAT 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 parent of CPS pupil (I.D.# 39984105) was a non-resident of the City of Chicago from the time she enrolled the pupil through the 2008-2009 academic school year, for the time that the identified student attended CPS schools; (ii) hold the pupil's custodial guardian accountable as indebted to the Board for non-resident tuition for the pupil's attendance in the Chicago Public Schools for the pupil's respective times of enrollment, which occurred between 2002 through 2009, in the total amount of \$57,948.89; (iii) reject any objections by the pupil's guardian to the Board's findings; and (iv) bar the pupil 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 Reports 13-0828-EX9 and 13-0828-EX10 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 13-0828-EX9 and 13-0828-EX10 adopted.**

13-0828-RS4

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

WHEREAS, on August 16, 2013 the Chief Executive Officer submitted a written recommendation, including the reasons for the recommendation, to the Board to dismiss the following educational support personnel pursuant to Board Policy 04-0728-PO1:

Name	School	Effective Date
Brian Banks	Al Raby High School	August 28, 2013
Edward Curtain	Horatio May Elementary Community Academy	August 28, 2013
Jose Martinez	Northside Learning Center High School	August 28, 2013
Samuel Price	Hyde Park High School	August 28, 2013

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

13-0828-RS5

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

WHEREAS, August 16, 2013, the Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84:

Name	School	Effective Date
Elaine Mesinas	City Wide Education General	August 28, 2013
Daniel Ramirez	Carrie Jacobs Bond School	August 28, 2013
Julie Schupp	Senn Metropolitan Academy	August 28, 2013
Frank Walton	Kenwood Academy	August 28, 2013
David Weil	Alex Haley School	August 28, 2013

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

**I would like to note for the record that on August 16, 2013, 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.**

13-0828-RS6

**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**

First Name	Last Name	Termination Date
Reena	Robinson-Harris	August 30, 2013
Denise	Long	September 6, 2013
Allen	Batts	September 21, 2013
Judith	Carthan	September 21, 2013
Miguel	Cedeno	September 21, 2013
Nancy	Clark	September 21, 2013
Demetria	Clark	September 21, 2013
Michelle	Harris	September 21, 2013
Michael	Stover	September 21, 2013

**President Vitale indicated that if there were no objections, Board Reports 13-0828-RS4 through 13-0828-RS6 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 13-0828-RS4 through 13-0828-RS6 adopted.**

**Vice President Ruiz presented the following motion:**

**13-0828-MO2**

**MOTION RE: ADOPT AND MAINTAIN AS CONFIDENTIAL  
CLOSED SESSION MINUTES FROM JULY 24, 2013**

**MOTION ADOPTED** that the Board adopt the minutes of the closed session meeting of July 24, 2013 pursuant to Section 2.06 of the Open Meetings Act. Board Members reviewed

these minutes and determined that the need for confidentiality exists. Therefore, the minutes of the closed session meeting held on July 24, 2013 shall be maintained as confidential and not available for public inspection.

**Board Member Ms. Zopp moved to adopt Motion 13-0828-MO2.**

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

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

**Nays: None**

**President Vitale thereupon declared Motion 13-0828-MO2 adopted.**

**Board Member Ms. Zopp presented the following motion:**

**13-0828-MO3**

**MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETING OPEN TO THE PUBLIC JULY 24, 2013**

**MOTION ADOPTED** that the record of proceedings of the Regular Board Meeting of July 24, 2013 prepared by the Board Secretary be approved and such record of proceedings be posted on the Chicago Board of Education website in accordance with Section 2.06(b) of the Open Meetings Act.

**Vice President Ruiz moved to adopt Motion 13-0828-MO3.**

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

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

**Nays: None**

**President Vitale thereupon declared Motion 13-0828-MO3 adopted.**

**13-0828-OP2**

**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF LAND LOCATED AT 201 NORTH CENTRAL AVENUE**

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

That the Board request the Committee on Housing and Real Estate of the City Council of the City of Chicago ("City") to convey to Duane Ehresman, an Illinois resident, ("Purchaser"), the land located at 201 North Central Avenue, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation which has been executed by the Purchaser will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

**LEGAL DESCRIPTION & PIN:** See the attached Exhibit A.

**BID INFORMATION:** In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from April 1, 2013, through May 15, 2013. Bids were received by the Procurement Department by 2:00 p.m. on May 15, 2013, and opened on the same date. The following 1 bid was received:

<u>Bidder</u>	<u>Offer</u>	<u>Date received</u>
Duane Ehresman	\$40,000	May 15, 2013

**APPRAISAL:** On July 10, 2013, an appraisal was made for the benefit of the Board for this property indicating a fair market value as follows:

Appraiser: Madison Appraisal, LLC  
Market Value: \$43,000

**RECOMMENDATION AND USE RESTRICTION:** The Property is not needed for school purposes. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21 (2011). The City shall include a restrictive covenant in the deed prohibiting the Property for being used for kindergarten through high school (K-12) purposes for 40 years from the date of the deed unless the restriction is released by the Chicago Board of Education. Title to the Property will automatically transfer to and vest in the City of Chicago in Trust for Use of Schools if the restrictive covenant is breached without the Board of Education's express written approval. The property shall be sold "as is, where is." The appraisal and the bids received were reviewed and it is recommended that the following bid be accepted:

Name: Duane Ehresman  
Address: 1173 South Euclid Avenue, Oak Park, Illinois 60304  
Contacts: Duane Ehresman  
Offer: \$40,000

**AUTHORIZATION:** Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the City of Chicago to issue a deed in favor of Duane Ehresman. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** Proceeds (Purchaser's offer, less closing costs) to be credited to the Debt Service 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).

**EXHIBIT A**

**PROPERTY COMMON ADDRESS:**

201 North Central Avenue, Chicago, Illinois

**PIN:**

16-09-308-022

**LEGAL DESCRIPTION:**

THE SOUTH 100 FEET OF THE WEST 1/2 (EXCEPT THE EAST 10 FEET THEREOF) OF BLOCK 10 IN FRINK'S RESUBDIVISION OF THE NORTH 36 1/4 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, AND THE NORTH 36 1/4 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A RESUBDIVISION OF LOTS 1 TO 8 OF THE SUPERIOR COURT PARTITION OF THE ABOVE DESCRIBED LAND AND KNOWN AS FRINK'S SUBDIVISION, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Board may modify the legal description if necessary upon receipt of a title commitment and survey.

13-0828-OP3

**DISPOSITION OF BIDS RECEIVED FOR THE SALE OF LAND  
LOCATED AT 6739 NORTHWEST HIGHWAY**

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

That the Board request the Committee on Housing and Real Estate of the City Council of the City of Chicago ("City") to convey to Edison Park Chamber of Commerce, an Illinois not-for-profit corporation, ("Purchaser"), the land located at 6739 Northwest Highway, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation which has been executed by the Purchaser will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

**LEGAL DESCRIPTION & PIN:** See the attached Exhibit A.

**BID INFORMATION:** In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from April 1, 2013, through May 15, 2013. Bids were received by the Procurement Department by 2:00 p.m. on May 15, 2013, and opened on the same date. The following 1 bid was received:

<u>Bidder</u>	<u>Offer</u>	<u>Date received</u>
Edison Park Chamber of Commerce	\$174,233	May 15, 2013

**APPRAISAL:** On July 29, 2013, an appraisal was made for the benefit of the Board for this property indicating a fair market value as follows:

Appraiser: KMD Valuation Group LLC  
Market Value: \$170,000

**RECOMMENDATION AND USE RESTRICTION:** The Property is not needed for school purposes. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21 (2011). The City shall include a restrictive covenant in the deed prohibiting the Property for being used for kindergarten through high school (K-12) purposes for 40 years from the date of the deed unless the restriction is released by the Chicago Board of Education. Title to the Property will automatically transfer to and vest in the City of Chicago in Trust for Use of Schools if the restrictive covenant is breached without the Board of Education's express written approval. The property shall be sold "as is, where is." The appraisal and the bids received were reviewed and it is recommended that the following bid be accepted:

<b>Name:</b>	Edison Park Chamber of Commerce
<b>Address:</b>	6730 North Olmsted Avenue, Chicago, Illinois 60631
<b>Contacts:</b>	Melissa Panizzi
<b>Offer:</b>	\$174,233

**AUTHORIZATION:** Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the City of Chicago to issue a deed in favor of Edison Park Chamber of Commerce. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** Proceeds (Purchaser's offer, less closing costs) to be credited to the Debt Service 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).

EXHIBIT A

**PROPERTY COMMON ADDRESS:**

6739 Northwest Highway, Chicago, Illinois

**PIN:**

09-36-110-043

**LEGAL DESCRIPTION:**

LOT 30 THE NORTH 18 FEET OF LOT 31 IN BLOCK 13 IN EDISON PARK, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*The Board may modify the legal description if necessary upon receipt of a title commitment and survey.*

**President Vitale indicated that if there were no objections, Board Reports 13-0828-OP2 and 13-0828-OP3 would be adopted by the last favorable roll call vote, all members present voting therefore.**

**President Vitale thereupon declared Board Reports 13-0828-OP2 and 13-0828-OP3 adopted.**

**Board Member Ms. Zopp presented the following motion:**

**13-0828-MO4**

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

**MOTION ADOPTED** that the Board elect David J. Vitale to the Office of President of the Board of Education of the City of Chicago.

**Vice President Ruiz moved to adopt Motion 13-0828-MO4.**

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

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

**Nays: None**

**President Vitale thereupon declared Motion 13-0828-MO4 adopted.**

**Board Member Dr. Bienen presented the following motion:**

**13-0828-MO5**

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

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

**Board Member Dr. Hines moved to adopt Motion 13-0828-MO5.**

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

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

Nays: None

President Vitale thereupon declared Motion 13-0828-MO5 adopted.

13-0828-RS1

**RESOLUTION APPROVING THE APPOINTMENT OF  
DAVID J. VITALE TO THE BOARD OF DIRECTORS OF THE  
CHILDREN'S FIRST FUND: CHICAGO PUBLIC SCHOOLS FOUNDATION**

**WHEREAS**, the Children's First Fund: Chicago Public Schools Foundation ("Children's First Fund") is a not-for-profit corporation established to support and benefit the Chicago Public Schools and to increase community, foundation and civic support for the Chicago Public Schools; and

**WHEREAS**, the by-laws of the Children's First Fund specify that their Board of Directors shall consist of five to nine members, of which, two directors may be appointed by the Chicago Board of Education; and

**WHEREAS**, there is currently only one director appointed by the Chicago Board of Education; and

**WHEREAS**, the Chicago Board of Education wishes to appoint one individual to serve on the Board of Directors of the Children's First Fund.

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

1. David J. Vitale is hereby appointed to serve on the Board of Directors of the Children's First Fund.
2. The appointment of this individual made herein shall take effect immediately and shall remain in effect until the Chicago Board of Education appoints a replacement.

13-0828-RS2

**RESOLUTION ADOPTING THE ANNUAL SCHOOL BUDGET FOR FISCAL YEAR 2014**

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

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

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

**WHEREAS**, Section 34-45 of the Code directs that the budget shall include the organization units, purposes, and objects for which appropriations are made; the amount appropriated for each organization unit, purpose or object; and the fund from or to which each amount appropriated is to be paid or charged; and

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

**WHEREAS**, the District has provided most schools with budget allocations using a Student Based Budgeting model which calculates allocations for core instruction funding based on a per-pupil formula and further provides a principal with discretion on the use of per-pupil funds; and

**WHEREAS**, it is now appropriate for the Board to adopt its annual school budget for its Fiscal Year 2014 and related standards and policies;

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

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

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

(b) The annual school budget for Fiscal Year 2014 was prepared in tentative form by the Board and was available for public inspection for at least fifteen days prior to adoption (to wit, since July 24, 2013) by having at least five copies of the tentative budget on file in the Office of the Board and was posted July 24, 2013 on the district's web site at [www.cps.edu/budget](http://www.cps.edu/budget).

(c) On August 1 and August 2, 2013 three public hearings were held concerning the adoption of the annual school budget for Fiscal Year 2014, notice of such hearings having been given by publication on July 26, 2013, in a newspaper of general circulation in the City of Chicago.

**Section 2. Budget Approval.** The Annual School Budget for Fiscal Year 2014 is adopted.

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

**Section 4. Capital Budgeting Process.** The Chief Executive Officer proposed a one-year Capital Improvement Plan (the "CIP") consistent with the annual budget and the requirements of Section 34-215 of the Code on May 1, 2013 for the Board's approval. Three public hearings were held to receive public comment on the proposed CIP concurrent with the public hearings concerning the adoption of the annual school budget for Fiscal Year 2014.

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

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

**Section 6. Budget Allocations.** Any Policy that refers to the use of a quota formula to determine school budget allocations or other related requirement is hereby deemed to constitute reference to the Student Based Budgeting model referenced in this Resolution.

**Section 7. Personnel Policies.** The appropriations herein made for personnel services shall be regarded as maximum amounts to be expended from such appropriations. Such expenditures shall be limited to personnel only as needed, or as may be required by law, not to exceed the maximum that may be employed for any position by title. Notwithstanding any item in the budget, one person may be employed or more than one person may be employed, upon recommendation of the Budget Director and the Chief Executive Officer, whether such title is printed in the singular or plural. The salary or wage rate fixed shall be regarded as the maximum salary or wage rate for the respective positions, provided that salaries or wage rates are subject to change by the Board during the fiscal year in accordance with collective bargaining agreements approved by the Board. The salary or wage rates are expressed on a monthly basis and extended to annual amounts unless otherwise indicated.

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

**Section 8. Settlement Agreements and Judgments.** No expenditure may be made from any fund or line item account herein for the purpose of executing settlement agreements, entering into consent orders or paying judgments except upon the approval of the Board; provided, however, that this section shall not apply to judgments, settlement agreements or consent orders involving an amount up to \$50,000 or to labor arbitrations. In those cases, the General Counsel is authorized to approve such documents and expend such funds without approval of the Board.

**Section 9. Fiscal Stability.** Pursuant to the Fund Balance and Budget Management Policy (Board Report 08-0827-PO8), in the event that the stabilization fund decreases below 5% of the operating and debt service budget, the Chief Financial Officer (CFO) will prepare and present to the Board a plan to replenish the reserve. The Board must approve and adopt a plan to restore these balances to the target levels within a 12-month period. If the restoration of the reserve cannot occur within a 12-month period, the CFO or Budget Officer can request that the Board approve an extension of this deadline.

It is anticipated and planned in the FY 2014 budget that the stabilization fund will decrease below 5% of the operating and debt service budget. Moreover, the FY 2015 budget is anticipated to present similar financial challenges and neither the CFO nor Budget Officer reasonably foresee the fund balance being restored during FY 2015. Therefore, the Board extends the restoration deadline to the end of FY 2016. The CFO will submit as part of the FY 2015 budget a plan to restore the fund balance by the end of FY 2016.

**Section 10. 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 11. Effectiveness.** This Resolution is effective immediately upon its adoption.

13-0828-RS3

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

**WHEREAS**, the Illinois School Code, 105 ILCS 5/34-2.1, authorizes the Board of Education of the City of Chicago ('Board') to appoint the teacher, non-teaching staff and high school student members of local school councils of regular attendance centers to fill mid-term vacancies after considering the preferences of the schools' staffs or students, as appropriate, for candidates for appointment as ascertained through non-binding advisory polls;

**WHEREAS**, the Governance of Alternative and Small Schools Policy, B. R. 07-0124-PO2 ("Governance Policy"), authorizes the Board to appoint all members of the appointed local school councils and boards of governors of alternative and small schools (including military academy high schools) to fill mid-term vacancies after considering candidates for appointment selected by the following methods and the Chief Executive Officer's recommendations of those or other candidates:

<u>Membership Category</u>	<u>Method of Candidate Selection</u>
Parent	Recommendation by serving LSC or Board
Community	Recommendation by serving LSC or Board
Advocate	Recommendation by serving LSC or Board
Teacher/JROTC Instructor	Non-binding Advisory Staff Poll
Student	Non-binding Advisory Student Poll or Student Serving as Cadet Battalion Commander or Senior Cadet (military academy high schools)

**WHEREAS**, the established methods of selection of candidates for Board appointment to fill mid-term vacancies on local school councils, appointed local school councils and/or boards of governors were employed at the schools identified on the attached Exhibit A and the candidates selected thereby and any other candidates recommended by the Chief Executive Officer have been submitted to the Board for consideration for appointment in the exercise of its absolute discretion;

**WHEREAS**, the Illinois School Code and the Governance Policy authorize the Board to exercise absolute discretion in the appointment process;

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

1. The individuals identified on the attached Exhibit A are hereby appointed to serve in the specified categories on the local school councils, appointed local schools and/or boards of governors of the identified schools for the remainder of the current term of their respective offices.
2. This Resolution is effective immediately upon adoption.

**Exhibit A**

**APPOINTED TEACHER  
MEMBER**

Marianne Sharping  
Katherine Thomas

Artell Cooper

**REPLACING**

Nancy Jorbin  
Theresa Ludlow

Reene Jackson

**SCHOOL**

Decatur Classical  
Decatur Classical

Simpson Acad. H S.

**APPOINTED NON-TEACHING  
STAFF MEMBER**

Nicholas Mattaliano

Diane Spires

**REPLACING**

Rafael Nivar

Dahlia Velez

**SCHOOL**

Alcott

Yates

**APPOINTED PARENT  
MEMBER**

Anthony Savado  
Georgina Salgado  
Tasche Tate  
Hilda Monroy

Dolores Ramirez-Mendez  
Maria Barraza  
Bertha Gonzalez

Loren Lopez  
Maria Ayala  
Josue Olmedo  
Virginia Reyes  
Jessica Feliciano

Latisha Thomas

**REPLACING**

Willa Robinson  
Ernest Brown  
Position Vacant  
Position Vacant

Position Vacant  
Position Vacant  
Position Vacant

Natalie Salgado  
Julie Reyes  
Position Vacant  
Position Vacant  
Position Vacant

Position Vacant

**SCHOOL**

Air Force Acad. H. S.  
Air Force Acad. H. S.  
Air Force Acad. H. S.  
Air Force Acad. H. S.

Greater Lawndale H. S.  
Greater Lawndale H. S.  
Greater Lawndale H. S.

Marine Acad. H. S.  
Marine Acad. H. S.  
Marine Acad. H. S.  
Marine Acad. H. S.  
Marine Acad. H. S.

Simpson Acad. H. S.

**APPOINTED COMMUNITY  
MEMBER**

None

**REPLACING**

None

**SCHOOL**

None

**APPOINTED ADVOCATE  
MEMBER**

Duane Hayden

Miriam Perez  
Paul Rutherford

Lillian Harris

**REPLACING**

Position Vacant

Position Vacant  
Andrea Smith

Position Vacant

**SCHOOL**

Air Force Acad. H. S.

Marine Acad. H. S.  
Marine Acad. H. S.

Simpson Acad. H. S.

**APPOINTED STUDENT  
MEMBER**

Angel Sosa

Margarie Buie

**REPLACING**

Position Vacant

Position Vacant

**SCHOOL**

Prosser Acad. H. S.

Simpson Acad. H. S.

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13-0828-PO1

**AMEND BOARD REPORT 04-0728-PO1**  
**EMPLOYEE DISCIPLINE AND DUE PROCESS POLICY FOR SCHOOL-BASED UNION EMPLOYEES**  
**(EXCEPT CTU)**

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

That the Board amend Board Report 04-0728-PO1, the Employee Discipline and Due Process Policy, to limit its scope to cover only school-based union employees who are subject to a collective bargaining agreement, but it shall not cover Chicago Teacher's Union bargaining unit members. The name of the amended policy attached hereto shall be the Employee Discipline and Due Process Policy for School-Based Union Employees (Except CTU).

**HISTORY:** Board Report 04-0728-PO1, the Employee Discipline and Due Process Policy, was adopted in July 2004 to cover all Chicago Public School employees. Since October 24, 2012, CPS employees who are members of the Chicago Teacher's Union bargaining unit have been subject to the discipline procedures set out in the Board's collective bargaining agreement with the CTU dated July 1, 2012. The remaining CPS employees who are subject to a collective bargaining agreement with a labor organization other than the Chicago Teachers Union are subject to the terms of this amended policy. CPS Principals and Assistant Principals are subject to new Performance Management and Discipline Policy for Principals and Assistant Principals adopted by the Board under Board Report 13-0828-PO3. CPS employees who are not covered by a collective bargaining agreement or by an employee discipline policy established by the Board are subject to the employee discipline system established by the Chief Executive Officer or designee in accordance with Board Rule 4-7.a.

**SUMMARY DESCRIPTION:** This policy sets forth the disciplinary process for school-based union (non-CTU) employees and their due process rights. There are no substantive changes to the disciplinary process as was previously set forth in the Employee Discipline and Due Process Policy 04-0728-PO1. Rather, this policy limits the scope of its coverage to the specific employees identified. Any changes in the discipline process for school-based union employees are specifically set forth in their respective collective bargaining agreements.

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**Employee Discipline and Due  
Process Policy for School-Based  
Union Employees (Except CTU)**

**~~Adopted July 28, 2004  
(04-0728-PO1)~~**

**Adopted August 28, 2013  
(13-0828-PO1)**

**The Employee Discipline And Due Process Policy for  
School-Based Union Employees (Except CTU)**

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## **I. INTRODUCTION AND SCOPE OF POLICY**

The Employee Discipline and Due Process Policy for School-Based Union Employees (Except CTU) ("Policy") applies to all school-based employees represented by a labor organization, except employees that belong to the Chicago Teacher Union's bargaining unit, employees of the Chicago Board of Education, except where specifically noted. The Board of Education of the City of Chicago ~~Chicago Board of Education~~ ("Board") is a public employer that requires its employees to perform their job duties and responsibilities in a manner that promotes the best interests of the students of the Chicago Public Schools, furthers the goals of the Chicago Public Schools, and results in the highest level of public trust and confidence.

In accordance with state law, this Policy grants the authority and responsibility to take disciplinary action against Board employees, up to and including discharge. This Policy also grants the Chief Executive Officer, principals, department heads, and others, as delegated by the Board, the authority and responsibility to discipline, up to and including discharge, certain Board employees as specifically identified herein. Any limitation on their authority to discipline Board employees is specifically set forth in this Policy and state or federal law.

**This Policy is a general statement of disciplinary procedures. These disciplinary procedures are not intended to limit or restrict in any way the Board's right to discharge any employee with or without cause or notice, subject to the requirements set forth in the Illinois School Code and related laws. Moreover, this Policy should not be construed as a contract. With respect to employees not covered by a collective bargaining agreement, this Policy is not to be construed as containing binding terms and conditions of employment. With respect to employees not covered by a collective bargaining agreement, the Board reserves the right to change the content of this Policy as it deems necessary with or without notice.**

If an employee is covered by a collective bargaining agreement, that agreement will govern to the extent it conflicts with this Policy or contains additional requirements.

For ease of reading, this Policy uses the masculine pronoun "he" or "him" interchangeably with the feminine pronoun "she" or "her."

## II. PROGRESSIVE DISCIPLINE

The Board embraces the concept of progressive and corrective discipline for employees. The Board encourages its managers and supervisors to use progressive discipline when they believe that an employee is amenable to correcting his misconduct.

Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon various factors, including but not limited to: (1) the seriousness of the offense; (2) the number of times it has occurred; (3) prior acts of misconduct; (4) the length of time between infractions (5) the attitude and cooperation of the employee; (6) the employee's work history; and (7) the totality of the circumstances.

**While the Board encourages the use of progressive discipline, circumstances dictate that it cannot be used for every act of misconduct. Therefore, the Board uses progressive discipline at its discretion and does not solely rely on this concept in every instance when taking disciplinary action.**

While it is not possible to list every act which will or might result in disciplinary action, the actions described in the Acts of Misconduct Section reflect conduct which is deemed to be inappropriate and which may result in disciplinary action. The Acts of Misconduct Section is not exhaustive, but is offered instead to generally provide notice of inappropriate conduct. The Chief Executive Officer, or his designee, may hold that conduct other than that referenced in the Acts of Misconduct Section is improper and warrants discipline. Further, the Chief Executive Officer, or his designee, has the discretion to determine what degree of discipline is appropriate after weighing all the situational factors involved in the misconduct.

### III. DEFINITIONS

As used in this Policy, these terms are defined as follows:

1. ~~Area Instruction Officer — Under the direction of the Chief Education Officer, the Area Instruction Officer (AIO) oversees the development, coordination, implementation and maintenance of educational programs to improve student achievement levels.~~
1. 2. Assistant Principal - Under the direction and supervision of a principal; in charge of an attendance center in the absence of the principal; assists the principal in directing and coordinating the educational, administrative, supervisory, and counseling activities at school; and performs other related duties as required.
3. ~~At-will employees — At will employees include, but are not limited to, supervisors, managers, confidential employees, probationary employees, interim, acting or associate principals, interim employees, the Chief Executive Officer, Chief Officers, heads of general departments now in existence or hereafter created, the General Counsel, and all assistant attorneys. At will employees have no property interest in their employment or expectation of continued employment. At will employees may be discharged from employment with or without cause and with or without prior notice.~~
2. 4. Cautionary Notice - A non-disciplinary written statement to an employee advising him that the described misconduct is unacceptable and will lead to formal discipline if repeated. The Cautionary Notice shall be served on the employee, and the employee shall be given an opportunity to sign it, or to provide a statement that the employee refuses to sign. The issuance or the failure to issue a Cautionary Notice is not a grievable matter. An employee or representative on the employee's behalf, may submit a rebuttal to the Cautionary Notice for inclusion in the employee's disciplinary file.
3. 5. Chief Administrator – The chief executive and operating officer of an academic preparatory center.
6. ~~Department Head — The person in charge of an administrative department, bureau or office not located in a school. Department heads include, but are not limited to, Chief Officers, the heads of general departments now in existence or hereafter created and the General Counsel.~~
4. 7. Dismissal Charges - a formal document drafted by the Law Department and approved by the Chief Executive Officer, or his designee, containing charges and specifications against a Board employee.

- ~~5. 8.~~ **Hearing Officer** - an individual designated by the Director of the Office of Employee Engagement Labor Relations, or his designee, to conduct a hearing regarding the discharge of a Board employee.
- ~~9.~~ **Non-School-Based Educational Support Personnel** - All non-teacher personnel reporting to a non-school facility.
- ~~6. 10.~~ **Principal** - Contract/Interim/Acting/Associate - The chief executive and operating officer of an attendance center. A contract principal is one elected by a Local School Council whose contract has been approved by the Board. An interim principal is selected by the Chief Executive Officer, or his designee, to serve out the term of a contract principal. An acting principal is also selected by the Chief Executive Officer, or his designee, to serve out the term of a contract principal, but generally is chosen to serve for a short period of time. An associate principal is selected by the Chief Executive Officer, or his designee, to assist a contract, interim, or acting principal during their term.
- ~~7. 11.~~ **Probationary Employee** - All employees, excluding teachers, with less than one calendar year of service with the Board.
- ~~8. 12.~~ **Removal** - The temporary reassignment of an employee with pay and benefits.
- ~~9. 13.~~ **Repeated** - As used in Sections 2-1, 3-1, and 4-1 of the Acts of Misconduct, "repeated" means conduct that is the same as or similar to conduct for which the employee has previously received discipline.
- ~~10. 14.~~ **Reviewing Officer** - An individual designated by the Director of the Office of Employee Engagement Labor Relations, or his designee, to review an appeal of a suspension by a Board employee.
- ~~11. 15.~~ **School-Based Educational Support Personnel** - All full-time school-based non-teaching personnel.
- ~~12. 16.~~ **Staleness** - If the Board does not take disciplinary action against an employee within a reasonable time after it knew or should have known of an alleged rule infraction, then the Board will have waived its right to do so. An unreasonable delay shall mean a period of time that renders it difficult or impossible to ascertain the truth of the matters in controversy or as to create a presumption that the conduct at issue was condoned by the Board. The date a final investigative report is served on the Board is the date the Board is presumed to have knowledge of the rule infraction.
- ~~17.~~ **Supervisors, Managers, or Confidential Employees** - Employees under the direction and supervision of a Department Head who are: (1) exempt from overtime pay pursuant to the Fair Labor Standards Act or state law; AND (2) paid from Pay Table 3 (Career Service Graded Schedule), 4 (Educational Support

~~Personnel Technical Schedule), 11 (Administrative Compensation Plan Personnel), 65 (Law Department Office Support and Paralegal Personnel) or 90 (Flat Rate Central Office Administrators); OR (3) receive grade level A, G, or T pay; OR (4) possesses job duties and responsibilities that include supervisory, managerial or policy making functions or that involve access to confidential material. Without limiting the effect of the foregoing, all employees employed by or assigned to the Board office, the Office of the Chief Executive Officer, the Office of the Chief Education Officer, the Law Department, the Office of the Chief Financial Officer, the Office and Management and Budget, the Office of Human Resources, the Office of Labor and Employee Relations or any subdivisions of said offices and departments are confidential employees. Supervisors, Managers and Confidential employees are employed at will and the Board may discharge these employees with or without cause and with or without notice. Nothing in this Policy is intended to or shall be construed as conferring on Supervisors, Managers or Confidential Employees a property interest in their Board employment or an expectation that their Board employment shall continue.~~

~~18. **Teacher** — All members of the teaching force, counselors, social workers, librarians, and all other educational employees employed on teaching certificates issued by the Illinois State Board of Education.~~

~~13.19. **Time Computation** - In computing any period of time prescribed herein, the day of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, a holiday, or any other day in which the Board's Central Office is closed.~~

~~14.20. **Vacate AWOL Employees out of the System** – A termination of employment due to absence without leave status, which does not preclude rehire in accordance with Board Rules and policies.~~

**IV. ACTS OF MISCONDUCT**

<b>GROUP I ACTS OF MISCONDUCT</b>
-----------------------------------

Group 1 Acts of Misconduct includes the following minor acts of *inappropriate* behavior:

- 1-1 Failing to submit lesson plans or other reports as directed by the Principal, Department Head, or Chief Administrator in a timely manner.
- 1-2 Smoking on school or Board property.
- 1-3 Failing to display proper identification after being directed to do so.
- 1-4 Failing to inform the school or assigned work location of absences or tardies in a timely manner without reasonable justification.
- 1-5 Failing to report to school or assigned work location in a timely manner without reasonable justification.
- 1-6 Failing to return to work on time after breaks, lunch, or rest periods without prior authorization to extend the time of such breaks, lunch, or rest periods.
- 1-7 Using paging, cellular, and other electronic devices while supervising students, during instructional time, or at other inappropriate times without authorization.
- 1-8 Negligently failing to carry out a rule, order, or directive related to the performance of one's duty.
- 1-9 Treating discourteously anyone in the classroom, on school grounds or assigned work location, or while attending school functions.
- 1-10 Violating School rules, or Board rules, policies or procedures that result in minor acts of inappropriate behaviors in the classroom, or on school grounds or assigned work location, or while attending school functions.

**Disciplinary Options**

- Written Reprimand

<b>GROUP 2 ACTS OF MISCONDUCT</b>
-----------------------------------

Group 2 Acts of Misconduct includes the following acts of *inappropriate* behavior:

- 2-1 Repeated or flagrant acts of Group I misconduct.
- 2-2 Leaving the classroom, duty assignment, or school without permission.
- 2-3 Using verbally abusive language on school or Board property, but not in front of students
- 2-4 Irregular or poor attendance, tardiness, or a pattern of repeated absence or tardiness at a specific time or on specific days of the week or month, or in relation to holidays.
- 2-5 Negligently supervising students.
- 2-6 Inattention to duty including, but not limited to, sleeping on duty, or loitering in the work area.
- 2-7 Insubordination such as the failure to carry out a rule, order, or directive related to the performance of one's duty.
- 2-8 Posting or distributing written materials on school or Board grounds in violation of Board rules or policies.
- 2-9 Failing to comply with the Chicago Public Schools' residency policy by failing to reside in the City of Chicago within six months of being hired.
- 2-10 Incompetently or inefficiently performing one's duties. (A teacher's unsatisfactory performance of pedagogical duties should be addressed through a remediation process).
- 2-11 Using corporal punishment that does not result in the physical contact with a student (e.g., humiliating a student, forcing a student to stand or kneel for an inordinate period of time, forcing a student into a physical position that causes pain, or requiring isolated time outs that violates isolated time out procedures).
- 2-12 Violating School rules, or Board rules, policies or procedures that result in acts of inappropriate behaviors in the school, or on the school grounds or assigned work location, or while attending school functions.

**Disciplinary Options**

- Written Reprimand;
- Suspension Without Pay (1 to 5 days); and/or

- ◆ ~~Warning Resolution issued by the Board to employees subject to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85.~~

GROUP 3 ACTS OF MISCONDUCT
----------------------------

Group 3 Acts of Misconduct includes the following acts that *disrupt* the orderly educational process:

- 3-1 Repeated or flagrant acts of Group 2 misconduct.
- 3-2 Using school or Board property or services without authorization.
- 3-3 Using verbally abusive language to or in front of students.
- 3-4 Using physical restraint on a student that violates physical restraint procedures.
- 3-5 Making false, inaccurate, or deliberately incomplete statements in an official inquiry, investigation, or other official proceeding.
- 3-6 Violating confidentiality of employee personnel records, student records, or other school or Board records.
- 3-7 Violating or failing to perform any duty required by the Board's Code of Ethics.
- 3-8 Directing, authorizing, allowing or asking an employee to perform services, with or without pay, for unauthorized purposes or accepting the benefits of such performance.
- 3-9 Having recurrently poor attendance, tardiness, or a repeated pattern of absences or tardiness at a specific time or on specific days of the week or month, or in relation to holidays.
- 3-10 Using sick leave in an unauthorized manner for purposes other than allowed under Board Rules and regulations.
- 3-11 Negligently failing to comply with laws or rules governing health, safety or sanitary conditions of a school or Board property.
- 3-12 Intentionally failing to manage or supervise staff such that the health, safety, or sanitary conditions of a school are compromised.
- 3-13 Acting negligently so as to damage Board property.
- 3-14 Engaging in a profession, business, trade, investment, occupation, or other activity that conflicts with an employee's job duties and responsibilities with the Board.
- 3-15 Transporting any student without written consent from the school and parent or legal guardian of the student.

- 3-16 Failing to comply with the Board's student travel policy.
- 3-17 Violating School rules, Board rules, policies or procedures that result in behaviors that disrupt the orderly educational process in the classroom, in the school, and may occur on or off the school grounds or assigned work location.

### **Disciplinary Options**

- Suspension Without Pay (1-15 days); and/or
- ~~Warning Resolutions issued by the Board to employees subject to Section 34-85 of the Illinois School Code, 105 ILCS 34-85.~~

<b>GROUP 4 ACTS OF MISCONDUCT</b>
-----------------------------------

Group 4 Acts of Misconduct includes the following acts that *seriously disrupt* the orderly educational process:

- 4-1 Repeated or flagrant acts of Group 3 misconduct.
- 4-2 Using racial, cultural, ethnic, or religious epithets, or threatening language.
- 4-3 Assaulting, threatening, intimidating, or physical or verbal abuse, by any employee against any person on school grounds which results in physical contact; or provoking or inciting another person to engage in such conduct.
- 4-4 Using the office, work site, work locations, work vehicle, work tools, or work materials or supplies to conduct a secondary business, trade or occupation.
- 4-5 Unauthorized entry onto a Chicago Public School or Board property.
- 4-6 Any serious violation of the Chicago Public School's Code of Ethics that may result in direct or indirect financial impropriety, among other things.
- 4-7 Sexually harassing an employee, student, or individual in violation of the Board's Sexual Harassment Policy.
- 4-8 Failing to cooperate with and truthfully answer inquiries of the Board's Title IX Officer or Sexual Harassment Officer.
- 4-9 Discriminating against an employee, student, or applicant because of race, color, religion, sex, disability (including, but not limited to, HIV status), national origin, age, or sexual orientation.
- 4-10 Discriminating in the performance of job duties against any member of the public because of race, color, religion, sex, disability (including, but not limited to, HIV status), national origin, age, or sexual orientation.
- 4-11 Falsifying any attendance or other employment records, including, but not limited to, signing or swiping another employee's time record.
- 4-12 Theft or unauthorized possession of school or Board property.
- 4-13 Excessively poor attendance or tardiness.
- 4-14 Requesting or taking a leave of absence on fraudulent grounds.

- 4-15 Submitting false or fraudulent residency information in violation of the Board's residency policy.
- 4-16 Retaliating against an employee or student; (a) who reasonably and in good faith has filed a grievance, charge, or complaint regarding the terms or conditions of employment; or (b) against an employee who has properly testified, assisted or participated in any manner in an investigation, proceeding or hearing regarding such grievance, charge or complaint.
- 4-17 Forging or falsifying official school or Board documents.
- 4-18 Engaging in any act with the intent of providing inappropriate assistance to a student before, during, or after a test, or engaging in any act that an employee knew or should have known would compromise the integrity of the testing process.
- 4-19 Soliciting funds for personal gain.
- 4-20 Fiscal mismanagement or waste of funds.
- 4-21 Misappropriating any funds of the Board or any other public or private organization.
- 4-22 Intentionally failing to comply with laws or rules governing health, safety or sanitary conditions of a school or Board property.
- 4-23 Acting intentionally to damage Board property.
- 4-24 Negligently supervising students where physical or psychological injury results.
- 4-25 Using corporal punishment that results in the deliberate use of physical force with a student (e.g., slapping, hitting, pushing, shaking, twisting, pinching, choking, swatting, head banging, or other physical contact; using any type of object or instrument that has contact with a student).
- 4-26 Violating School rules, Board rules, policies or procedures that result in behaviors that seriously disrupt the orderly educational process in the classroom, in the school, and may occur on or off the school grounds or assigned work location.

### **Disciplinary Options**

- Suspension Without Pay (1-30 days);
- ~~Warning Resolutions issued by the Board to employees subject to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85; and/or~~
- Discharge.

**GROUP 5 ACTS OF MISCONDUCT**

Group 5 Acts of Misconduct includes the following acts that *grossly disrupt* the orderly educational process (School-based discipline is not appropriate. Please contact the Office of Labor and Employee Relations or the Law Department).

- 5-1 Repeated or flagrant acts of Group 4 misconduct.
- 5-2 Absence without leave or authorization ("AWOL").
- 5-3 Losing one's professional or other license or failing to obtain prerequisites necessary to hold or renew professional or other license.
- 5-4 Falsifying employment records, or committing other fraudulent acts in attempting to secure employment.
- 5-5 Involvement in the illegal sale, delivery, receipt, possession, or use of any controlled substance either on or off the job site during hours of employment or non-working time.
- 5-6 Conviction for an enumerated crime as defined in the Illinois School Code.
- 5-7 Possessing, carrying, storing, or using weapons or dangerous chemicals on the job when not authorized to do so.
- 5-8 Soliciting or accepting for personal use any fee or other valuable thing that may be construed as a bribe. That is when such fee, gift, or other valuable thing is solicited by or given to the employee, in hope or expectation of receiving treatment better than that accorded other persons, or using one's office so as to give the appearance of such impropriety.
- 5-9 Any cruel, immoral, negligent, or criminal conduct or communication to a student, that causes psychological or physical harm or injury to a student.
- 5-10 Soliciting, commanding, urging, inciting or requesting a sexual act of a student; Or intentionally or knowingly engaging in any sexual conduct or act with a student.
- 5-11 Violating the Chicago Public School's drug and alcohol testing policy (e.g., testing positive or refusing to submit to testing).
- 5-12 Failing to submit to a medical examination requested pursuant to the Board's rules and regulations.
- 5-13 Reporting to work under the influence of alcohol or illegal drugs.

- 5-14 Drinking, using, or possessing alcoholic beverages or illegal drugs, or using legal drugs in a manner not prescribed by a physician, while at work.
- 5-15 Engaging in any act or conduct prohibited by Board Rules, Municipal Code of the City of Chicago, the Illinois Compiled Statutes, applicable laws of other states, or federal statutes that may be deemed irreparable conduct.
- 5-16 Any communication in the presence of students that portrays person(s) as criminal, immoral, indecent, or lacking in virtue, or intended to incite hatred, violence, abuse, or hostility toward a person or group of persons by reason of or by reference to that person's religion, race, color, ethnicity, nationality, sex, age, disability, or sexual orientation.
- 5-17 Violating the School rules, or Board rules, policies or procedures which result in behaviors that grossly disrupt the orderly educational process in the classroom, in the school, and may occur on or off school grounds or assigned work location.

### **Disciplinary Options**

- Dismissal; and/or
- Referral to proper authorities for criminal prosecution.

**V. TYPES OF DISCIPLINARY ACTION**

The types of disciplinary action that may be imposed include the following:

1. **Written Reprimand** - A formal disapproval of the action(s) of an employee, but which carries no loss of pay or benefits.
2. **Suspension** - The temporary removal from employment, accompanied by a concurrent and temporary loss of the privileges of employment, including the loss of pay and benefits. The loss of benefits shall include any benefits that would normally accrue during active employment such as vacation and sick days (e.g., health insurance coverage would remain so long as the employee makes appropriate contribution payments).
3. **Demotion** - The lowering of a position or rank of an employee in either a school or department with the requisite lowering of that employee's pay and benefits equivalent to the level of job duties and responsibilities of the new position.
4. **Discharge** - The act of dismissal from employment of the Board and the permanent loss of all privileges of employment. Discharge extinguishes any right to reinstatement.
5. ~~**Warning Resolution ("Tenured Teachers" and "Contract Principals" Only)** - Occasionally referred to as a "notice of remedy," a formal written warning approved and adopted by the Board, pursuant to Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, that sets forth deficiencies and directives for improvement of the employee. Only tenured teachers and contract principals are subject to receiving a Warning Resolution. The Board possesses sole authority in the determination and issuance of a Warning Resolution.~~
- 5.6. **Transfer** - For employees not covered by a collective bargaining agreement, the removal of an employee from one school or department to another school or department such that the employee remains in the same position or rank. The transfer may occur with or without the loss of pay.

## **VI. DISCIPLINE PROCEDURES FOR SCHOOL-BASED EMPLOYEES UNION EMPLOYEES (EXCEPT CTU)**

### **A. Principals**

#### **1. Cautionary Notice**

~~Prior to the issuance of discipline against a Contract, Interim, Acting or Associate Principal, the Area Instruction Officer, Chief Executive Officer, or his designee, shall issue a Cautionary Notice to the Principal, unless deemed not practical such as in cases involving egregious or serious rules violations. The Cautionary Notice shall inform the Principal of his act of misconduct, and warn the Principal that formal discipline will occur if such misconduct is not corrected in the future. The Cautionary Notice shall be served on the Principal, and the Principal shall be given an opportunity to sign it, or to provide a statement that he refuses to sign.~~

#### **2. Reprimand or Suspension Procedures**

~~The Area Instruction Officer, Chief Executive Officer, or his designee, shall have the authority and responsibility to discipline Principals. The following procedures govern written reprimands and suspensions of Principals that will be conducted by the Area Instruction Officer, Chief Executive Officer, or his designee:~~

- ~~1. The employee or his representative shall be given a minimum of three (3) business days written notice prior to the conference on a form entitled Notice of Pre-Discipline Hearing. This Notice shall provide a description of the alleged misconduct and what Acts of Misconduct are alleged to have been violated.~~
- ~~2. The employee shall be entitled to one continuance request of the conference so long as prior notice is given at least one (1) business day in advance of the scheduled conference. The Board representative in charge of the conference shall have the authority to schedule a new conference date. The Board representative has complete discretion as to whether additional continuance requests may be granted. Additionally, the employee is responsible for ensuring that his representative is present at the conference.~~
- ~~3. The Board representative is strongly encouraged to seek a mutually agreeable date with all parties when scheduling a conference date.~~
- ~~4. All documents intended for use in the conference shall be given to the employee at least three (3) business days in advance of the conference. Additional supplemental documents may be used, in unusual cases, but must be tendered to the employee at least one (1) business day in advance of the conference.~~

- ~~5. The conference shall occur in a place ensuring privacy.~~
- ~~6. At the conference, the employee will be informed of the allegations against him, provided with an explanation of the basis of the allegations, and afforded an opportunity to respond to the allegations.~~
- ~~7. The employee's or his representative's response to the allegations may include verbal statements, written materials, or other relevant objects. The Board representative shall duly consider all matters submitted to him by the employee or his representative.~~
- ~~8. Witnesses are generally not allowed, however, the Board representative, in his discretion, may allow a witness if he deems it necessary. Rather, affidavits or signed and dated statements may be submitted and shall be duly considered by the Board representative.~~

~~After the conference has been completed, the Area Instruction Officer, Chief Executive Officer, or his designee, shall issue a decision as to the misconduct section(s) that was found to have been violated, and what level of discipline, if any, is appropriate on a Notice of Disciplinary Action form. The Area Instruction Officer, Chief Executive Officer, or his designee, shall have the discretion and authority to issue the following levels of discipline to a Principal: (1) written reprimand; or (2) suspension without pay from one (1) to thirty (30) days. The Area Instruction Officer, Chief Executive Officer, or his designee may also recommend the issuance of a Warning Resolution by the Board for a contract Principal. If the evidence presented indicates that no misconduct occurred, then the Area Instruction Officer, Chief Executive Officer, or his designee shall notify the Principal, in writing, as to this finding.~~

~~Within five (5) business days of receiving the Notice of Disciplinary Action form, the Principal or his representative must mail, send via facsimile, or hand deliver a written request of appeal to the Director of Labor Relations for suspensions of one (1) to thirty (30) days.~~

~~If a timely appeal of a suspension has been filed, then a review of the suspension will be conducted by the Director of Labor Relations, or his designee. No suspension shall be served until the completion of the Director of Labor Relations' review process. The review procedures shall include, but may not necessarily be limited to the following:~~

For Suspensions of Five (5) Days or Less

~~1. Where an Area Instruction Officer, Chief Executive Officer, or his designee has issued a Cautionary Notice, if appropriate, and followed Progressive Discipline, then, the employee shall be afforded the opportunity to submit any written documents and/or arguments, including written witness statements, to a Reviewing Officer who shall be designated by the Director or Labor Relations to review the discipline imposed;~~

~~2. The employee shall be given a copy of any documentation and/or arguments submitted by the Area Instruction Officer, Chief Executive Officer, or his designee, in support of the discipline imposed. The employee shall be afforded an opportunity to respond to the documentation and/or arguments submitted by the Area Instruction Officer, Chief Executive Officer, or his designee;~~

~~3. The Reviewing Officer shall review all documentation and submissions submitted by the parties. The Reviewing Officer has the authority to request additional documentation or responses to specific questions from either party. Any information submitted by either party in response to a Reviewing Officer's request shall also be submitted to the other party. The parties shall have the right to respond to any newly submitted material within five (5) calendar days of when the new information is sent by the Reviewing Officer to the parties. Upon a review of all the materials submitted by the parties, the Reviewing Officer shall make a recommendation to the Director of Labor Relations as to whether the discipline imposed by the Area Instruction Officer, Chief Executive Officer, or his designee, should be upheld, increased, decreased, or overturned completely;~~

~~4. If the Area Instruction Officer, Chief Executive Officer, or his designee, has not issued a Cautionary Notice, where appropriate, and has not followed Progressive Discipline, then the employee shall be afforded a hearing before a Reviewing Officer. The employee shall be afforded adequate notice of the review procedures, an opportunity for the employee to be present at the hearing, be represented by one person of his choice, know and respond to the charges, and present oral and/or written evidence on his behalf, including witnesses. The rules of evidence do not apply. It is preferred that all witnesses be present at the hearing; but, in extenuating circumstances, witnesses may testify by some other electronic means. The Reviewing Officer shall review the record, submitted documents and testimony. The Reviewing Officer has the authority to request additional documentation or responses to specific questions from either party. Any information submitted by either party in response to a Reviewing Officer's request shall also be submitted to the~~

~~other party. The parties shall have the right to respond to any newly submitted material within five (5) calendar days of when the new information is sent by the Reviewing Officer to the parties. Upon a review of all the materials submitted by the parties, the Reviewing Officer shall make a recommendation to the Director of Labor Relations as to whether the discipline imposed by the Area Instruction Officer, Chief Executive Officer, or his designee, should be upheld, increased, decreased, or overturned completely; and~~

~~5. The Director of Labor Relations, or his designee, shall review the Reviewing Officer's recommendation. The Director of Labor Relations, or his designee, shall have the authority to accept or reject the recommendation, or request additional information from the Reviewing Officer. The Director of Labor Relations, or his designee, shall have the authority to issue a final decision as to whether the suspension imposed by the Area Instruction Officer, Chief Executive Officer, or his designee, should be upheld, increased, decreased or overturned completely.~~

~~6. The determination by the Director of Labor Relations, or his designee, to suspend an employee, increase, decrease, or to rescind the discipline completely, shall be final and may not be appealed by either party.~~

~~The Director of Labor Relations will make the final decision as to whether an employee is entitled to a document review, set forth in paragraphs one (1) through three (3) above, or a hearing review, set forth in paragraph four (4) above, of that employee's suspension.~~

For Suspensions Over Five (5) Days

~~All Principals suspended over five (5) days, who have timely filed an appeal with the Director of Labor Relations, shall be entitled to a hearing review set forth in paragraphs four (4) through six (6) above.~~

**3. Warning Resolution**

~~The Board may, in its sole discretion, approve and adopt a Warning Resolution regarding a contract Principal in accordance with Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85. The Warning Resolution is intended to formally provide written notice of deficiencies in the Contract Principal's job performance and provide directives for improvement. The failure of a Contract Principal to follow the directives for improvement may result in further disciplinary action up to and including discharge.~~

**4. Discharge Procedures**

~~If the discharge of a Principal is contemplated, then the following procedures apply:~~

~~Whenever the discharge of a Contract Principal is sought, the procedures set forth in Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, shall apply. Before a Contract Principal is suspended without pay, he will be afforded a pre-suspension hearing so that the specific charges may be read to him and to provide the Contract Principal with an opportunity to rebut the charges leveled against him. The discharge hearing shall be governed by the Illinois School Code, and the rules and regulations of the Illinois State Board of Education.~~

~~Interim, Acting, and Associate Principals are appointed by the Chief Executive Officer, and, thus, have no property right to their position. Accordingly, the Chief Executive Officer has the right to hire, fire, transfer or demote Interim, Acting, and Associate Principals with or without cause, notice being given, or an opportunity to be heard.~~

~~The Chief Executive Officer shall always possess the right to immediately remove, with pay and benefits, any Principal from his principalship on a temporary basis where the best interests of the Chicago Public Schools and the students are served by such a removal.~~

**B. Assistant Principals**

**1. Cautionary Notice**

~~Prior to the issuance of discipline against an Assistant Principal, the Principal, Area Instruction Officer, Chief Executive Officer, or his designee, shall issue a Cautionary Notice to the Assistant Principal, unless deemed not practical such as in cases involving egregious or serious rules violations. The Cautionary Notice shall inform the Assistant Principal of his act of misconduct, and warn the Assistant Principal that formal discipline will occur if such misconduct is not corrected in the future. The Cautionary Notice shall be served on the Assistant Principal, and the Assistant Principal shall be given an opportunity to sign it, or to provide a statement that he refuses to sign.~~

**2. Reprimand Procedures**

~~The Principal, Area Instruction Officer, Chief Executive Officer, or his designee, shall have the authority and responsibility to discipline Assistant Principals. The following procedures govern reprimands of Assistant Principals that will be conducted by the Principal, Area Instruction Officer, Chief Executive Officer, or his designee:~~

- ~~1. The employee or his representative shall be given a minimum of three (3) business days written notice prior to the conference on a form entitled Notice of Pre-Discipline Hearing. This Notice shall provide a description of the alleged misconduct and what Acts of Misconduct are alleged to have been violated.~~

- ~~2. The employee shall be entitled to one continuance request of the conference so long as prior notice is given at least one (1) business day in advance of the scheduled conference. The Board representative in charge of the conference shall have the authority to schedule a new conference date. The Board representative has complete discretion as to whether additional continuance requests may be granted. Additionally, the employee is responsible for ensuring that his representative is present at the conference.~~
- ~~3. The Board representative is strongly encouraged to seek a mutually agreeable date with all parties when scheduling a conference date.~~
- ~~4. All documents intended for use in the conference shall be given to the employee at least three (3) business days in advance of the conference. Additional supplemental documents may be used, in unusual cases, but must be tendered to the employee at least one (1) business day in advance of the conference.~~
- ~~5. The conference shall occur in a place ensuring privacy.~~
- ~~6. At the conference, the employee will be informed of the allegations against him, provided with an explanation of the basis of the allegations, and afforded an opportunity to respond to the allegations.~~
- ~~7. The employee's or his representative's response to the allegations may include verbal statements, written materials, or other relevant objects. The Board representative shall duly consider all matters submitted to him by the employee or his representative.~~
- ~~8. Witnesses are generally not allowed, however, the Board representative, in his discretion, may allow a witness if he deems it necessary. Rather, affidavits or signed and dated statements may be submitted and shall be duly considered by the Board representative.~~

~~After the conference has been completed, the Principal, Area Instruction Officer, Chief Executive Officer, or his designee, shall issue a decision as to any violations of the misconduct sections that were found to have occurred, and issue an appropriate written reprimand. If the evidence presented during the conference indicates that no violation of the Misconduct section occurred, then the Principal, Area Instruction Officer, Chief Executive Officer, or his designee, shall so notify the Assistant Principal, in writing, as to this finding.~~

~~The decision to reprimand shall be final. The Assistant Principal shall not have the right to appeal the findings or level of discipline.~~

**3. Suspension Procedures**

~~The Principal, Chief Executive Officer, or his designee, shall have the authority and responsibility to recommend to the Area Instruction Officer that an Assistant Principal be suspended.~~

~~Where the suspension of an Assistant Principal is contemplated, the following procedures shall apply to the suspension conference conduct by the Area Instruction Officer:~~

- ~~1. The employee or his representative shall be given a minimum of three (3) business days written notice prior to the conference on a form entitled Notice of Pre-Discipline Hearing. This Notice shall provide a description of the alleged misconduct and what Acts of Misconduct are alleged to have been violated.~~
- ~~2. The employee shall be entitled to one continuance request of the conference so long as prior notice is given at least one (1) business day in advance of the scheduled conference. The Board representative in charge of the conference shall have the authority to schedule a new conference date. The Board representative has complete discretion as to whether additional continuance requests may be granted. Additionally, the employee is responsible for ensuring that his representative is present at the conference.~~
- ~~3. The Board representative is strongly encouraged to seek a mutually agreeable date with all parties when scheduling a conference date.~~
- ~~4. All documents intended for use in the conference shall be given to the employee at least three (3) business days in advance of the conference. Additional supplemental documents may be used, in unusual cases, but must be tendered to the employee at least one (1) business day in advance of the conference.~~
- ~~5. The conference shall occur in a place ensuring privacy.~~
- ~~6. At the conference, the employee will be informed of the allegations against him, provided with an explanation of the basis of the allegations, and afforded an opportunity to respond to the allegations.~~
- ~~7. The employee's or his representative's response to the allegations may include verbal statements, written materials, or other relevant objects. The Board representative shall duly consider all matters submitted to him by the employee or his representative.~~
- ~~8. Witnesses are generally not allowed, however, the Board representative, in his discretion, may allow a witness if he deems it necessary. Rather,~~

~~affidavits or signed and dated statements may be submitted and shall be duly considered by the Board representative.~~

~~After the conference has been completed, the Area Instruction Officer, or his designee, shall issue a decision as to the Misconduct section(s) that was found to have been violated, and what level of discipline, if any, is appropriate on a Notice of Disciplinary Action form. The Area Instruction Officer, or his designee, shall have the discretion and authority to issue a suspension, without pay, from one (1) to thirty (30) days. If the evidence presented indicates that no violation of the Misconduct section occurred, then the Area Instruction Officer, or his designee, shall notify the Assistant Principal, in writing, as to this finding.~~

~~The Area Instruction Officer, or his designee, shall notify the Assistant Principal of his right to request an appeal of the suspension issued to the Director of Labor Relations, or his designee, and the procedures that will be followed in that appeal.~~

~~Within five (5) business days of receiving the Area Instructional Officer notice of discipline, the Assistant Principal or representative must mail, send via facsimile, or hand deliver a written request of appeal to the Director of Labor Relations for suspensions of one (1) to thirty (30) days.~~

~~If a timely appeal of a suspension has been filed, then a review of the suspension will be conducted by the Director of Labor Relations, or his designee. No suspension shall be served until the completion of the Director of Labor Relations' review process. The review procedures shall include, but may not necessarily be limited to the following:~~

~~For Suspensions of Five (5) Days or Less~~

- ~~1. Where an Area Instruction Officer, or his designee, has issued a Cautionary Notice, if appropriate, and followed Progressive Discipline, then, the employee shall be afforded the opportunity to submit any written documents and/or arguments, including written witness statements, to a Reviewing Officer who shall be designated by the Director of Labor Relations to review the discipline imposed;~~
- ~~2. The employee shall be given a copy of any documentation and/or arguments submitted by the Area Instruction Officer, or his designee, in support of the discipline imposed. The employee shall be afforded an opportunity to respond to the documentation and/or arguments submitted by the Area Instruction Officer, or his designee;~~
- ~~3. The Reviewing Officer shall review all documentation and submissions submitted by the parties. The Reviewing Officer has the authority to request additional documentation or responses to specific questions from either party. Any information submitted by either party in response to a Reviewing Officer's request shall also be submitted to the~~

~~other party. The parties shall have the right to respond to any newly submitted material within five (5) calendar days of when the new information is sent by the Reviewing Officer to the parties. Upon a review of all the materials submitted by the parties, the Reviewing Officer shall make a recommendation to the Director of Labor Relations as to whether the discipline imposed by the Area Instruction Officer, or his designee, should be upheld, increased, decreased, or overturned completely;~~

~~4. If the Area Instruction Officer, or his designee, has not issued a Cautionary Notice, where appropriate, and has not followed Progressive Discipline, then the employee shall be afforded a hearing before a Reviewing Officer. The employee shall be afforded adequate notice of the review procedures, an opportunity for the employee to be present at the hearing, be represented by one person of his choice, know and respond to the charges, and present oral and/or written evidence on his behalf, including witnesses. The rules of evidence do not apply. It is preferred that all witnesses be present at the hearing; but, in extenuating circumstances, witnesses may testify by some other electronic means. The Reviewing Officer shall review the record, submitted documents and testimony. The Reviewing Officer has the authority to request additional documentation or responses to specific questions from either party. Any information submitted by either party in response to a Reviewing Officer's request shall also be submitted to the other party. The parties shall have the right to respond to any newly submitted material within five (5) calendar days of when the new information is sent by the Reviewing Officer to the parties. Upon a review of all the materials submitted by the parties, the Reviewing Officer shall make a recommendation to the Director of Labor Relations as to whether the discipline imposed by the Area Instruction Officer, or his designee, should be upheld, increased, decreased, or overturned completely; and~~

~~5. The Director of Labor Relations, or his designee, shall review the Reviewing Officer's recommendation. The Director of Labor Relations, or his designee, shall have the authority to accept or reject the recommendation, or request additional information from the Reviewing Officer. The Director of Labor Relations, or his designee, shall have the authority to issue a final decision as to whether the suspension imposed by the Area Instruction Officer, or his designee, should be upheld, increased, decreased or overturned completely.~~

~~6. The determination by the Director of Labor Relations, or his designee, to suspend an employee, increase, decrease, or to rescind the discipline completely, shall be final and may not be appealed by either party.~~

~~The Director of Labor Relations will make the final decision as to whether an employee is entitled to a document review, set forth in paragraphs one (1)~~

~~through three (3) above, or a hearing review, set forth in paragraph four (4) above, of that employee's suspension.~~

~~For Suspensions Over Five (5) Days~~

~~All Assistant Principals suspended over five (5) days, that have timely filed an appeal with the Director of Labor Relations, shall be entitled to a hearing review set forth in paragraphs four (4) through six (6) above.~~

~~4. Discharge Procedures~~

~~A Principal, Area Instruction Officer, or the Chief Executive Officer, or his designee, shall have the authority and responsibility to recommend the discharge of an Assistant Principal.~~

~~The Chief Executive Officer, or his designee, shall have the right and authority to suspend an Assistant Principal, without pay, pending the outcome of a dismissal hearing. Before an Assistant Principal is suspended without pay, he shall be afforded a pre-suspension hearing so that the allegations may be read to him, and to provide the Assistant Principal with an opportunity to rebut the allegations leveled against him. The Office of Labor and Employee Relations may suspend employees, without pay, for a maximum of sixty (60) work days, pending a discharge hearing, only in cases where the misconduct is in violation of the Board's drug/alcohol policy, any of the enumerated offenses as defined in the Illinois School Code, sexual misconduct, severe physical abuse, or other egregious violations. The employee shall be entitled to back pay if the employee is not discharged. If a determination has not been made within sixty (60) work days as to whether the employee should be discharged, then the employee will start receiving pay, and will be eligible for all benefits normally available during periods of active employment.~~

~~The Chief Executive Officer shall also possess the right to remove, with pay and benefits, an Assistant Principal from his position on a temporary basis where the best interests of the Chicago Public Schools and the students are served by such a removal.~~

~~Where the discharge of an Assistant Principal is recommended, the Board's Law Department will draft Dismissal Charges that will set forth the charges and specifications alleged against the Assistant Principal. These Dismissal Charges shall be approved by the Chief Executive Officer, or his designee.~~

~~The Assistant Principal shall be afforded the opportunity to have a dismissal hearing at the Office of Labor and Employee Relations that will be conducted by a Hearing Officer that shall be designated by the Director of Labor Relations, or his designee. The hearing procedures shall include, but may not necessarily be limited to the following:~~

~~1. The Assistant Principal shall be entitled to notice of the Dismissal Charges prior to the hearing.~~

~~2. At the hearing, the Assistant Principal may appear on his own behalf or be represented by one person of his choice. The Assistant Principal shall have the right to be present, to respond to the Dismissal Charges, present oral and/or written evidence, including the direct examination and cross examination of witnesses. The rules of evidence will not be applicable. The Hearing Officer has the authority to administer oaths, to limit testimony and evidence, and to rule on motions presented by the parties. The hearing will be recorded by a means determined by the Hearing Officer.~~

~~3. Once the hearing has closed, the Hearing Officer will summarize the evidence and make recommended findings of facts and conclusions of law to the Director of Labor Relations. The Director of Labor Relations, or his designee, has the authority to accept or reject the Hearing Officer's recommendations.~~

~~4. If the Director of Labor Relations, or his designee, determines that the discharge of the Assistant Principal is not warranted, then the Director of Labor Relations, or his designee, shall issue a decision that specifies the level of discipline which shall include the following options: (1) a suspension from one (1) to thirty (30) days; (2) a demotion; (3) transfer (4) a written reprimand; or (5) that no discipline shall be imposed. If the Assistant Principal is entitled to back pay based upon the determination by the Director of Labor Relations, then such back pay shall be paid as quickly as practicable. The decision by the Director of Labor Relations, or his designee, shall be final and may not be appealed by either party.~~

~~5. If the Director of Labor Relations, or his designee, determines that the discharge of the Assistant Principal is warranted, then he shall submit his findings and conclusions to the Chief Executive Officer. The Chief Executive Officer, or his designee, may decide to decrease the severity of the recommended discipline. If the Chief Executive Officer, or his designee, agrees with the findings and conclusions of the Director of Labor Relations, or his designee, to discharge the Assistant Principal, then the Chief Executive Officer, or his designee, shall report his decision to the Board.~~

~~6. The Board will determine whether to accept or reject the Chief Executive Officer's recommendation to discharge the Assistant Principal. The Board may also decide to decrease the severity of the discipline as well. The determination of the Board will be final.~~

**A. School-Based Union Employees (Except CTU)**  
**C. School-Based Educational Support Personnel**

To the extent any conflict exists between this Policy and the discipline process set forth in a collective bargaining agreement covering the employee at issue, then the procedures set forth in the collective bargaining agreement will govern.

**1. Cautionary Notice**

Prior to the issuance of discipline against a School-Based Union Employee (except CTU) Educational Support Personnel the Chief Executive Officer, Area ~~Instruction Officer~~, Chief Administrator, Principal, or designee shall issue a Cautionary Notice to the School-Based Union Employee Educational Support Personnel, unless deemed not practical such as in cases involving egregious or serious rules violations. The Cautionary Notice shall inform the School-Based Union Employee Educational Support Personnel of his act of misconduct, and warn the School-Based Union Employee Educational Support Personnel that formal discipline will occur if such misconduct is not corrected in the future. The Cautionary Notice shall be served on the School-Based Union Employee Educational Support Personnel, and he shall be given an opportunity to sign it, or to provide a statement that he refuses to sign.

**2. Reprimand and Suspension Procedures**

The Chief Executive Officer, ~~Area Instruction Officer~~, Chief Administrator, or Principal, or their designee, shall have the authority and responsibility to discipline School-Based Union Employees Educational Support Personnel. The following procedures govern reprimands and suspensions of School-Based Union Employees Educational Support Personnel:

1. The employee and his representative shall be given a minimum of three (3) school days written notice prior to the conference on a form entitled Notice of Pre-Discipline Hearing. This Notice shall provide a description of the alleged misconduct and what Acts of Misconduct are alleged to have been violated.
2. The employee shall be entitled to one continuance request of the conference so long as prior notice is given at least one (1) school day in advance of the scheduled conference. The Board representative in charge of the conference shall have the authority to schedule a new conference date. The Board representative has complete discretion as to whether additional continuance requests may be granted. Additionally, the employee is responsible for ensuring that his representative is present at the conference.
3. The Board representative is strongly encouraged to seek a mutually agreeable date with all parties when scheduling a conference date.

4. All documents intended for use in the conference shall be given to the employee at least three (3) school days in advance of the conference. Additional supplemental documents may be used, in unusual cases, but must be tendered to the employee at least one (1) school day in advance of the conference.
5. The conference shall occur in a place ensuring privacy.
6. At the conference, the employee will be informed of the allegations against him, provided with an explanation of the basis of the allegations, and afforded an opportunity to respond to the allegations.
7. The employee's or his representative's response to the allegations may include verbal statements, written materials, or other relevant objects. The Board representative shall duly consider all matters submitted to him by the *employee or his representative*.
8. Witnesses are generally not allowed, however, the Board representative, in his discretion, may allow a witness if he deems it necessary. Rather, affidavits or signed and dated statements may be submitted and shall be duly considered by the Board representative.

After the conference has been completed, the Chief Executive Officer, ~~Area Instructional Officer~~, Chief Administrator, Principal, or their designee, shall issue a decision as to the Misconduct section(s) that was found to have been violated, and what level of discipline, if any, is appropriate on a Notice of Disciplinary Action form. The Chief Executive Officer, ~~Area Instructional Officer~~, Chief Administrator, Principal, or their designee, shall have the discretion and authority to issue a reprimand, or a suspension, without pay, from one (1) to thirty (30) days. If the evidence presented indicates that no violation of the Misconduct section occurred, then the Chief Executive Officer, ~~Area Instructional Officer~~, Chief Administrator, Principal, or their designee shall notify the employee, in writing, as to this finding.

The Chief Executive Officer, ~~Area Instructional Officer~~, Chief Administrator, Principal, or their designee shall notify the employee of his or her right to request an appeal of the discipline to the Director of the Office of Employee Engagement Labor Relations, or his designee, and the procedures that will be followed in that appeal.

Within five (5) business days of receiving the Chief Executive Officer's, ~~Area Instructional Officer's~~, Chief Administrator's, Principal's, or their designee's Notice of Disciplinary Action form, the employee or representative must mail, send via facsimile, or hand deliver a written request of appeal to the Director of the Office of Employee Engagement Labor Relations for suspensions of one (1) to thirty (30) days.

If a timely appeal of a suspension has been filed, then a review of the suspension will be conducted by the Director of the Office of Employee Engagement Labor

~~Relations~~, or his designee. No suspension shall be served until the completion of the Director of the Office of Employee Engagement's Labor Relations review process. The review procedures shall include, but may not necessarily be limited to the following:

For Suspensions of Five (5) Days or Less

1. Where the Chief Executive Officer, ~~Area Instruction Officer~~, Principal, or Chief Administrator has issued a Cautionary Notice, if appropriate, and followed Progressive Discipline, then, the employee shall be afforded the opportunity to submit any written documents and/or arguments, including written witness statements, to a Reviewing Officer who shall be designated by the Director of the Office of Employee Engagement Labor Relations to review the discipline imposed;
2. The employee shall be given a copy of any documentation and/or arguments submitted by the Chief Executive Officer, ~~Area Instruction Officer~~, Principal, or Chief Administrator in support of the discipline imposed. The employee shall be afforded an opportunity to respond to the documentation and/or arguments submitted by the Chief Executive Officer, ~~Area Instruction Officer~~, Principal, or Chief Administrator;
3. The Reviewing Officer shall review all documentation and submissions submitted by the parties. The Reviewing Officer has the authority to request additional documentation or responses to specific questions from either party. Any information submitted by either party in response to a Reviewing Officer's request shall also be submitted to the other party. The parties shall have the right to respond to any newly submitted material within five (5) calendar days of when the new information is sent by the Reviewing Officer to the parties. Upon a review of all the materials submitted by the parties, the Reviewing Officer shall make a recommendation to the Director of the Office of Employee Engagement Labor Relations as to whether the discipline imposed by the Chief Executive Officer, ~~Area Instruction Officer~~, Principal, or Chief Administrator should be upheld, increased, decreased, or overturned completely;
4. If the Chief Executive Officer, ~~Area Instruction Officer~~, Principal, or Chief Administrator has not issued a Cautionary Notice, where appropriate, and has not followed Progressive Discipline, then the employee shall be afforded a hearing before a Reviewing Officer. The employee shall be afforded adequate notice of the review procedures, an opportunity for the employee to be present at the hearing, be represented by one person of his choice, know and respond to the charges, and present oral and/or written evidence on his behalf, including witnesses. The rules of evidence do not apply. It is preferred that all witnesses be present at the hearing; but, in extenuating circumstances, witnesses may

testify by some other electronic means. The Reviewing Officer shall review the record, submitted documents and testimony. The Reviewing Officer has the authority to request additional documentation or responses to specific questions from either party. Any information submitted by either party in response to a Reviewing Officer's request shall also be submitted to the other party. The parties shall have the right to respond to any newly submitted material within five (5) calendar days of when the new information is sent by the Reviewing Officer to the parties. Upon a review of all the materials submitted by the parties, the Reviewing Officer shall make a recommendation to the Director of the Office of Employee Engagement Labor Relations as to whether the discipline imposed by the Chief Executive Officer, Area Instruction Officer, Principal, or Chief Administrator should be upheld, increased, decreased, or overturned completely; and

5. The Director of the Office of Employee Engagement Labor Relations, or his designee, shall review the Reviewing Officer's recommendation. The Director of the Office of Employee Engagement Labor Relations, or his designee, shall have the authority to accept or reject the recommendation, or request additional information from the Reviewing Officer. The Director of the Office of Employee Engagement Labor Relations, or his designee, shall have the authority to issue a final decision as to whether the suspension imposed by the Chief Executive Officer, Area Instruction Officer, Principal, or Chief Administrator should be upheld, increased, decreased or overturned completely.

6. The determination by the Director of the Office of Employee Engagement Labor Relations, or his designee, to suspend an employee, increase, decrease, or to rescind the discipline completely, shall be final and may not be appealed by either party.

The Director of the Office of Employee Engagement Labor Relations will make the final decision as to whether an employee is entitled to a document review, set forth in paragraphs one (1) through three (3) above, or a hearing review, set forth in paragraph four (4) above, of that employee's suspension.

#### For Suspensions Over Five (5) Days

All School-Based Union Employees (except CTU) Educational Support Personnel suspended over five (5) days, that have timely filed an appeal with the Director of the Office of Employee Engagement Labor Relations, shall be entitled to a hearing review set forth in paragraphs four (4) through six (6) above.

### 3. Discharge Procedures

A Principal, Chief Administrator, ~~Area Instruction Officer~~ or the Chief Executive Officer or their designee shall have the authority and responsibility to recommend the discharge of School-Based Union Employees (except CTU). ~~Educational Support Personnel.~~

The Chief Executive Officer, or his designee, shall have the right and authority to suspend an employee, without pay, pending the outcome of a dismissal hearing. Before a School-Based Union Employee ~~Educational Support Personnel~~ is suspended without pay, he shall be afforded a pre-suspension hearing in the Office of Employee Engagement ~~Labor and Employee Relations~~ so that the employee may be informed of the allegations against him, and to provide the School-Based Union Employee ~~Educational Support Personnel~~ with an opportunity to rebut the allegations leveled against him. The Office of Employee Engagement ~~Labor and Employee Relations~~ may suspend employees, without pay, for a maximum of sixty (60) work days, pending a discharge hearing, only in cases where the misconduct is in violation of the Board's drug/alcohol policy, any of the enumerated offenses as defined in the Illinois School Code, sexual misconduct, severe physical abuse, or other egregious violations. The employee shall be entitled to back pay if the employee is not discharged. If a determination has not been made within (60) work days as to whether the employee should be discharged, then the employee will start receiving pay, and will be eligible for all benefits normally available during periods of active employment.

The Chief Executive Officer, or his designee, shall also possess the right to remove, with pay and benefits, an employee from his position on a temporary basis where the best interests of the Chicago Public Schools and the students are served by such a removal.

Where the discharge of an employee is recommended, the Board's Law Department will draft Dismissal Charges that will set forth the charges and specifications alleged against the employee. These Dismissal Charges shall be approved by the Chief Executive Officer, or his designee.

The employee shall be afforded the opportunity to have a dismissal hearing at the Office of Employee Engagement ~~Labor and Employee Relations~~ that will be conducted by a Hearing Officer that shall be designated by the Director of the Office of Employee Engagement ~~Labor Relations~~, or his designee. The hearing procedures shall include, but may not necessarily be limited to the following:

1. The employee shall be entitled to notice of the Dismissal Charges prior to the hearing.
2. At the hearing, the employee may appear on his own behalf or be represented by one person of his choice. The employee shall have the right to be present, to respond to the Dismissal Charges, present oral

and/or written evidence, including the direct examination and cross-examination of witnesses. The rules of evidence will not be applicable. The Hearing Officer has the authority to administer oaths, to limit testimony and evidence, and to rule on motions presented by the parties. The hearing will be recorded by a means determined by the Hearing Officer.

3. Once the hearing has closed, the Hearing Officer will summarize the evidence and make recommended findings of facts and conclusions of law to the Director of the Office of Employee Engagement Labor Relations. The Director of the Office of Employee Engagement Labor Relations, or his designee, has the authority to accept or reject the Hearing Officer's recommendations.

4. If the Director of the Office of Employee Engagement Labor Relations determines that the discharge of the employee is not warranted, then the Director of the Office of Employee Engagement Labor Relations, or his designee, shall issue a decision that specifies the level of discipline which shall include the following options: (1) a suspension from one (1) to thirty (30) days; (2) a demotion; (3) transfer to another school; (4) a written reprimand; or (5) that no discipline shall be imposed. If the employee is entitled to back pay based upon the determination by the Director of the Office of Employee Engagement Labor Relations, then such back pay shall be paid as quickly as practicable. The decision by the Director of the Office of Employee Engagement Labor Relations shall be final and may not be appealed by either party.

5. If the Director of the Office of Employee Engagement Labor Relations, or his designee, determines that the discharge of the employee is warranted, then he shall submit his findings and conclusions to the Chief Executive Officer. The Chief Executive Officer, or his designee, may decide to decrease the severity of the recommended discipline. If the Chief Executive Officer, or his designee, agrees with the findings and conclusions of the Director of the Office of Employee Engagement Labor Relations to discharge the employee, then the Chief Executive Officer shall report his decision to the Board.

6. The Board will determine whether to accept or reject the Chief Executive Officer's recommendation to discharge the employee. The Board may also decide to decrease the severity of the discipline as well. The determination of the Board will be final.

**B. School-Based Probationary Union Employees (Except CTU)**  
**D. School-Based Educational Support Personnel**

**1. Probationary Period**

Newly hired School-Based Union Employees (except CTU) Educational Support Personnel will be regarded as probationary employees for the first twelve (12) months of employment, and will receive no seniority or continuous service credit during such probationary period. Any period of absence from work in excess of ten (10) days shall extend the probationary period for a period of time equal to the absence. Probationary employees who have been determined eligible in their position category and who continue in the service of the Board beyond their probationary period shall obtain regular educational support personnel status. An employee's probationary status lasts for the first twelve (12) months of employment. For probationary employees promoted or appointed to a different position, their probationary period shall be extended for sixty (60) days. Nothing provided in this Section shall be construed to confer a property interest in Board employment or an expectation of continued employment upon at-will employees. At-will employees may be discharged from Board employment for any or no cause and with or without notice.

**2. Discipline of Probationers**

The Principal or Chief Administrator may issue a written reprimand or suspend a probationary employee without pay for up to thirty (30) days. The employee does not have the right to request review of such action.

The Principal or Chief Administrator may discharge an employee during the probationary period and shall notify the Office of the Office of Employee Engagement Labor and Employee Relations. Failure of the Principal or Chief Administrator to provide notification to the Office of Employee Engagement Human Resources shall not affect the termination. Probationary employees have no right to their position. Accordingly, the Principal or Chief Administrator has the right to discharge a probationary employee with or without cause, notice being given, or an opportunity to be heard.

**E. Tenured and Non-Tenured Teachers**

**1. Cautionary Notice**

~~Prior to the issuance of discipline against a Tenured or Non-tenured Teacher, the Chief Administrator or Principal, shall issue a Cautionary Notice on to a Tenured or Non-tenured Teacher, unless deemed not practical such as in cases involving egregious or serious rules violations. The Cautionary Notice should inform the Teacher of his act of misconduct, and to warn the Teacher that formal discipline will occur if such misconduct is not corrected in the future. The Cautionary Notice shall be served on the~~

~~Teacher, and the Teacher shall be given an opportunity to sign it, or to provide a statement that he refuses to sign.~~

~~2. Reprimand and Suspension Procedures~~

~~The Chief Administrator, Principal, or their designee shall have the authority and responsibility to discipline Tenured or Non-tenured Teachers. The following procedures govern reprimands and suspensions of Tenured and Non-Tenured Teachers conducted by the Chief Administrator, Principal, or their designee:~~

- ~~1. The employee or his representative shall be given a minimum of three (3) school days written notice prior to the conference on a form entitled Notice of Pre-Discipline Hearing. This Notice shall provide a description of the alleged misconduct and what Acts of Misconduct are alleged to have been violated.~~
- ~~2. The employee shall be entitled to one continuance request of the conference so long as prior notice is given at least one (1) school day in advance of the scheduled conference. The Board representative in charge of the conference shall have the authority to schedule a new conference date. The Board representative has complete discretion as to whether additional continuance requests may be granted. Additionally, the employee is responsible for ensuring that his representative is present at the conference.~~
- ~~3. The Board representative is strongly encouraged to seek a mutually agreeable date with all parties when scheduling a conference date.~~
- ~~4. All documents intended for use in the conference shall be given to the employee at least three (3) school days in advance of the conference. Additional supplemental documents may be used, in unusual cases, but must be tendered to the employee at least one (1) school day in advance of the conference.~~
- ~~5. The conference shall occur in a place ensuring privacy.~~
- ~~6. At the conference, the employee will be informed of the allegations against him, provided with an explanation of the basis of the allegations, and afforded an opportunity to respond to the allegations.~~
- ~~7. The employee's or his representative's response to the allegations may include verbal statements, written materials, or other relevant objects. The Board representative shall duly consider all matters submitted to him by the employee or his representative.~~
- ~~8. Witnesses are generally not allowed, however, the Board representative, in his discretion, may allow a witness if he deems it necessary. Rather,~~

~~affidavits or signed and dated statements may be submitted and shall be duly considered by the Board representative.~~

~~After the conference has been completed, the Principal, Chief Administrator or their designee, shall issue a decision as to the Misconduct section(s) that was found to have been violated, and what level of discipline, if any, is appropriate on a Notice of Disciplinary Action form. The Principal, Chief Administrator, or their designee, shall have the discretion and authority to issue a reprimand, or a suspension, without pay, from one (1) to thirty (30) days. If the evidence presented indicates that no violation of the Misconduct section occurred, then the Principal or Chief Administrator shall notify the Teacher, in writing, as to this finding.~~

~~The Principal or Chief Administrator shall notify the Teacher of his right to request an appeal of the discipline to the Director of Labor Relations, or his designee, and the procedures that will be followed in that appeal.~~

~~Within five (5) business days of receiving the Principal's or Chief Administrator's Notice of Disciplinary Action form, the Teacher or representative must mail, send via facsimile, or hand-deliver a written request of appeal to the Director of Labor Relations for suspensions of one (1) to thirty (30) days.~~

~~If a timely appeal of a suspension has been filed, then a review of the suspension will be conducted by the Director of Labor Relations, or his designee. No suspension shall be served until the completion of the Director of Labor Relations' review process. The review procedures shall include, but may not necessarily be limited to the following:~~

~~For Suspensions of Five (5) Days or Less~~

- ~~1. Where a Principal or Chief Administrator has issued a Cautionary Notice if appropriate, and followed Progressive Discipline, then, the Teacher shall be afforded the opportunity to submit any written documents and/or arguments, including written witness statements, to a Reviewing Officer who shall be designated by the Director of Labor Relations to review the discipline imposed;~~
- ~~2. The Teacher shall be given a copy of any documentation and/or arguments submitted by the Principal or Chief Administrator in support of the discipline imposed. The Teacher shall be afforded an opportunity to respond to the documentation and/or arguments submitted by the Principal or Chief Administrator;~~
- ~~3. The Reviewing Officer shall review all documentation and submissions submitted by the parties. The Reviewing Officer has the authority to request additional documentation or responses to specific questions from either party. Any information submitted by either party in response to a Reviewing Officer's request shall also be submitted to the~~

~~other party. The parties shall have the right to respond to any newly submitted material within five (5) calendar days of when the new information is sent by the Reviewing Officer to the parties. Upon a review of all the materials submitted by the parties, the Reviewing Officer shall make a recommendation to the Director of Labor Relations as to whether the discipline imposed by the Principal should be upheld, increased, decreased, or overturned completely;~~

~~4. If the Principal or Chief Administrator has not issued a Cautionary Notice where appropriate, and has not followed Progressive Discipline, then the Teacher shall be afforded a hearing before a Reviewing Officer. The Teacher shall be afforded adequate notice of the review procedures, an opportunity for the employee to be present at the hearing, be represented by one person of his choice, know and respond to the charges, and present oral and/or written evidence on his behalf, including witnesses. The rules of evidence do not apply. It is preferred that all witnesses be present at the hearing; but, in extenuating circumstances, witnesses may testify by some other electronic means. The Reviewing Officer shall review the record, submitted documents and testimony. The Reviewing Officer has the authority to request additional documentation or responses to specific questions from either party. Any information submitted by either party in response to a Reviewing Officer's request shall also be submitted to the other party. The parties shall have the right to respond to any newly submitted material within five (5) calendar days of when the new information is sent by the Reviewing Officer to the parties. Upon a review of all the materials submitted by the parties, the Reviewing Officer shall make a recommendation to the Director of Labor Relations as to whether the discipline imposed by the Principal or Chief Administrator should be upheld, increased, decreased, or overturned completely; and~~

~~5. The Director of Labor Relations, or his designee, shall review the Reviewing Officer's recommendation. The Director of Labor Relations, or his designee, shall have the authority to accept or reject the recommendation, or request additional information from the Reviewing Officer. The Director of Labor Relations, or his designee, shall have the authority to issue a final decision as to whether the suspension imposed by the Principal or Chief Administrator should be upheld, increased, decreased or overturned completely.~~

~~6. The determination by the Director of Labor Relations, or his designee, to suspend a Teacher, increase, decrease, or to rescind the discipline completely, shall be final and may not be appealed by either party.~~

~~The Director of Labor Relations will make the final decision as to whether an employee is entitled to a document review, set forth in paragraphs one (1) through three (3)~~

~~above, or a hearing review, set forth in paragraph four (4) above, of that employee's suspension.~~

For Suspensions Over Five (5) Days

~~All Teachers suspended over five (5) days, that have timely filed an appeal with the Director of Labor Relations, shall be entitled to a hearing review set forth in paragraphs four (4) through six (6) above.~~

**3. Warning Resolution**

~~The Board may, in its sole discretion, approve and adopt a Warning Resolution regarding a tenured teacher in accordance with Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85. The Warning Resolution is intended to formally provide written notice of deficiencies in the tenured teacher's job performance and provide directives for improvement. The failure of a tenured teacher to follow the directives for improvement may result in further disciplinary action up to and including discharge.~~

**4. Discharge Procedures**

~~The Chief Executive Officer, or his designee, shall have the right and authority to suspend an employee, without pay, pending the outcome of the allegations raised against that employee. Before a Teacher or Non-Tenured Teacher is suspended without pay, he shall be afforded a pre-suspension hearing in the Office of Labor and Employee Relations so that the employee may be informed of the allegations against him, and to provide the Teacher or Non-Tenured Teacher with an opportunity to rebut the allegations leveled against him.~~

~~The Chief Executive Officer, or his designee, shall also possess the right to remove, with pay and benefits, an employee from his position on a temporary basis where the best interests of the Chicago Public Schools and the students are served by such a removal.~~

~~Non-tenured teachers are employees "at will" and may be discharged at any time for any reason and have no expectation of continued employment or of receiving any of the discharge procedures described in this Policy.~~

~~Day-to-day substitute teachers shall be entitled to an investigatory conference in the Office of Labor and Employee Relations when their discharge is being contemplated. The Director of Labor Relations will make the final decision as to whether a day-to-day substitute teacher shall be discharged. The employee shall not have the right to appeal the decision by the Director of Labor Relations.~~

~~Whenever the discharge of a Tenured Teacher is sought, the procedures set forth in Section 34-85 of the Illinois School Code, 105 ILCS 5/34-85, shall apply. Before a Tenured Teacher is suspended without pay, he will be afforded a pre-suspension~~

~~hearing so that the specific charges may be read to him and to provide the Tenured Teacher with an opportunity to rebut the charges leveled against him. The discharge hearing shall be governed by the Illinois School Code and the rules and regulations of the Illinois State Board of Education.~~

**VII. DISCIPLINE PROCEDURES FOR NON-SCHOOL BASED EMPLOYEES**

**A. Supervisors, Managers, or Confidential Employees**

~~Supervisors, Managers and Confidential employees are employed at will and the Board may discharge them from employment with or without cause and with or without notice. Nothing in this Policy is intended to or shall be construed as conferring on Supervisors, Managers or Confidential Employees a property interest in their Board employment or an expectation that their Board employment shall continue.~~

~~Prior to the issuance of discipline against a Supervisor, Manager, or Confidential employee, the Chief Executive Officer, Department Head, or their designee, shall issue a Cautionary Notice on to a Supervisor, Manager or Confidential employee, unless deemed not practical such as in cases involving egregious or serious rules violations. The Cautionary Notice should inform the Supervisor, Manager or Confidential employee of his act of misconduct, and to warn the Supervisor, Manager or Confidential employee that formal discipline will occur if such misconduct is not corrected in the future. The Cautionary Notice shall be served on the Supervisor, Manager or Confidential employee, and he shall be given an opportunity to sign it, or to provide a statement that he refuses to sign.~~

~~The Chief Executive Officer, Department Head, or their designee, shall have the authority and responsibility to discipline Supervisor, Manager or Confidential employees. The following procedures govern disciplinary actions against Supervisors, Managers, or Confidential employees:~~

- ~~1. The employee or his representative shall be given a minimum of one (1) business day written notice prior to the conference on a form entitled Notice of Pre Discipline Hearing. This Notice shall provide a description of the alleged misconduct and what Acts of Misconduct are alleged to have been violated.~~
- ~~2. The Board representative has complete discretion as to whether a continuance shall be granted. Additionally, the employee is responsible for ensuring that his representative is present at the conference.~~
- ~~3. The Board representative is strongly encouraged to seek a mutually agreeable date with all parties when scheduling a conference date.~~
- ~~4. The conference shall occur in a place ensuring privacy.~~
- ~~5. At the conference, the employee will be informed of the allegations against him, provided with an explanation of the basis of the allegations, and afforded an opportunity to respond to the allegations.~~

~~6. The employee's or his representative's response to the allegations may include verbal statements, written materials, or other relevant objects. The Board representative shall duly consider all matters submitted to him by the employee or his representative.~~

~~7. Witnesses are generally not allowed, however, the Board representative, in his discretion, may allow a witness if he deems it necessary. Rather, affidavits or signed and dated statements may be submitted and shall be duly considered by the Board representative.~~

~~After the conference has been completed, the Chief Executive Officer, Department Head, or their designee, shall issue a decision as what level of discipline, if any, is appropriate on a Notice of Disciplinary Action form. The Chief Executive Officer or a Department Head, or his/her designee, shall have the discretion and authority to issue the following levels of discipline to a Supervisor, Manager or Confidential employee without further action: (1) written reprimand; (2) suspension without pay from one (1) to thirty (30) days, (3) demotion, or (4) transfer. A Department Head or designee may also recommend to the Chief Executive Officer that a Supervisor, Manager or Confidential employee be discharged from Board employment. The Chief Executive Officer may discharge a Supervisor, Manager or Confidential employee from employment upon his/her own recommendation or upon the recommendation of the Department Head or General Counsel. The Chief Executive Officer shall notify the Office of Human Resources of said decision and the Office of Labor and Employee Relations of the decision to discharge. The Office of Human Resources shall notify the supervisor, manager or confidential employee of the discharge decision and his/her right of appeal. The Chief Executive Officer's decision to discharge a Supervisor, Manager or Confidential employee shall be effective immediately.~~

~~The Supervisor, Manager, or Confidential employee shall not have the right to appeal a Notice of Disciplinary Action in which the discipline imposed is a written reprimand, suspension, demotion, or transfer. Said disciplinary decisions shall be final.~~

~~Within five (5) business days of receiving a notice of discharge, the Supervisor, Manager or Confidential employee or his representative may mail, send via facsimile, or hand deliver a written request of a post discharge appeal to the Director of Labor Relations.~~

~~If a timely post discharge appeal has been filed, then a review of the discharge will be conducted by the Director of Labor Relations, or his designee. The scope of the discharge review by the Director of Labor Relations is strictly limited to a determination as to whether the discharge of the employee was sought for improper reasons. The Director of Labor Relations will not have jurisdiction to determine whether the discharge was for just cause.~~

~~The review procedures shall include, but may not necessarily be limited to the following:~~

~~1. The Supervisor, Manager or Confidential employee shall be afforded the opportunity to submit any written documents and/or arguments, including written witness statements, to the Director or Labor Relations, or his designee, to review the discipline imposed;~~

~~2. The Supervisor, Manager or Confidential employee shall be given a copy of any documentation and/or arguments submitted by the Chief Executive Officer, Department Head or their designee in support of the discipline imposed. The employee shall be afforded an opportunity to respond to the documentation and/or arguments submitted by the Chief Executive Officer, Department Head or their designee;~~

~~3. The Director of Labor Relations, or his designee, shall review all documentation and submissions submitted by the parties. The Director of Labor Relations, or his designee, has the authority to request additional documentation or responses to specific questions from either party. Each party shall be duly notified of any additional information obtained by the Director of Labor Relations, or his designee.~~

~~4. If the Director of Labor Relations, or his designee, determines that the discharge of the Supervisor, Manager or Confidential employee is for improper reasons, then the Director of Labor Relations, or his designee, shall issue a decision that specifies the level of discipline which shall include the following options: (1) a suspension from one (1) to thirty (30) days; (2) a demotion; (3) transfer (4) a written reprimand; or (5) that no discipline shall be imposed. If the Supervisor, Manager or Confidential employee is entitled to back pay based upon the determination by the Director of Labor Relations, then such back pay shall be paid as quickly as practicable. The decision by the Director of Labor Relations, or his designee, shall be final and may not be appealed by either party.~~

~~5. If the Director of Labor Relations, or his designee, determines that the discharge of the Supervisor, Manager or Confidential employee is proper, then he shall submit his findings and conclusions to the employee. The decision by the Director of Labor Relations, or his designee, shall be final and may not be appealed by either party.~~

**B. Non School-Based Educational Support Personnel**

~~Non school based educational support personnel are employed at will and the Board may discharge them from employment with or without cause and with or without notice. Nothing in this Policy is intended to or shall be construed as conferring on non school based educational personnel a property interest in their Board employment or an expectation that their Board employment shall continue.~~

~~Prior to the issuance of discipline against Non School-Based Educational Support Personnel, the Chief Executive Officer, Department Head, or their designee, shall issue a Cautionary Notice to the Non School-Based Educational Support Personnel, unless deemed not practical such as in cases involving egregious or serious rules violations. The Cautionary Notice shall inform the Non School-Based Educational Support Personnel employee of his act of misconduct, and to warn the Non School-Based Educational Support Personnel employee that formal discipline will occur if such misconduct is not corrected in the future. The Cautionary Notice shall be served on the Non School-Based Educational Support Personnel, and he shall be given an opportunity to sign it, or to provide a statement that he refuses to sign.~~

~~The Chief Executive Officer, Department Head or their respective designees, shall have the authority and responsibility to discipline non school based educational support personnel. The following procedures govern disciplinary actions of Non School-Based Educational Support Personnel who work at any location other than a school:~~

- ~~1. The employee or his representative shall be given a minimum of three (3) business days written notice prior to the conference on a form entitled Notice of Pre-Discipline Hearing. This Notice shall provide a description of the alleged misconduct and what Acts of Misconduct are alleged to have been violated.~~
- ~~2. The employee shall be entitled to one continuance request of the conference so long as prior notice is given at least one (1) business day in advance of the scheduled conference. The Board representative in charge of the conference shall have the authority to schedule a new conference date. The Board representative has complete discretion as to whether additional continuance requests may be granted. Additionally, the employee is responsible for ensuring that his representative is present at the conference.~~
- ~~3. The Board representative is strongly encouraged to seek a mutually agreeable date with all parties when scheduling a conference date.~~
- ~~4. All documents intended for use in the conference shall be given to the employee at least three (3) business days in advance of the conference. Additional supplemental documents may be used, in unusual cases, but must be tendered to the employee at least one (1) business day in advance of the conference.~~
- ~~5. The conference shall occur in a place ensuring privacy.~~
- ~~6. At the conference, the employee will be informed of the allegations against him, provided with an explanation of the basis of the allegations, and afforded an opportunity to respond to the allegations.~~

~~7. The employee's or his representative's response to the allegations may include verbal statements, written materials, or other relevant objects. The Board representative shall duly consider all matters submitted to him by the employee or his representative.~~

~~8. Witnesses are generally not allowed, however, the Board representative, in his discretion, may allow a witness if he deems it necessary. Rather, affidavits or signed and dated statements may be submitted and shall be duly considered by the Board representative.~~

~~After the conference has been completed, the Chief Executive Officer, Department Head, or their designee, shall issue a decision as to and what level of discipline, if any, is appropriate on a Notice of Disciplinary Action form. The Chief Executive Officer, Department Head, or their designee, shall have the discretion and authority to: (1) issue a reprimand; (2) a suspension, without pay, from one (1) to thirty (30) days; (3) a transfer; or a (4) a demotion. A Department Head or designee may also recommend to the Chief Executive Officer that non-school based educational support personnel be discharged from Board employment. The Chief Executive Officer may discharge non-school based educational support personnel from employment upon his/her own recommendation or upon the recommendation of the Department Head or General Counsel. The Chief Executive Officer shall notify the Office of Human Resources of said decision and the Office of Labor and Employee Relations of the decision to discharge. The Office of Human Resources shall notify the Non-School-based Educational Support Personnel of the discharge decision and his/her right of appeal. The Chief Executive Officer's decision to discharge a Non-School-based Educational Support Personnel employee shall be effective immediately.~~

~~The Chief Executive Officer, Department Head, or their designee, shall also possess the right to remove, with pay and benefits, an employee from his position on a temporary basis where the best interests of the Chicago Public Schools and the students are served by such a removal.~~

~~Non-school based educational support personnel shall not have the right to appeal a Notice of Disciplinary Action in which the discipline imposed is a written reprimand, suspension, demotion or transfer. Said disciplinary decision shall be final.~~

~~Within five (5) business days of receiving the Chief Executive Officer's, Department Head's, or their designee's notice of discharge, the employee or representative may mail, send via facsimile, or hand deliver a written request of a post-discharge appeal to the Director of Labor Relations.~~

~~If a timely post discharge appeal has been filed, then a review of the discharge will be conducted by the Director of Labor Relations, or his designee. The scope of the discharge review by the Director of Labor Relations is strictly limited to a determination as to whether the discharge of the employee was sought for improper reasons. The~~

~~Director of Labor Relations will not have jurisdiction to determine whether the discharge was for just cause.~~

- ~~1. The employee shall be afforded adequate notice of the review procedures, an opportunity for the employee to be present at the hearing, be represented by one person of his choice, respond to the charges, may present evidence, witnesses, witness statements, and argue orally. The rules of evidence do not apply.~~
- ~~2. It is preferred that all witnesses be present at the hearing; but, in extenuating circumstances, witnesses may testify by some other electronic means. The Chief Executive Officer, Department Head or their designee may present evidence, witnesses, witness statements, and argue orally.~~
- ~~3. A Hearing Officer shall review all the materials submitted by the parties, and the testimony and arguments made at the hearing. The Hearing Officer shall make a recommendation to the Director of Labor Relations as to whether the discharge of the employee shall be upheld, decreased, or overturned completely.~~
- ~~4. If the Director of Labor Relations, or his designee, determines that the discharge of the Supervisor, Manager or Confidential employee is for improper reasons, then the Director of Labor Relations, or his designee, shall issue a decision that specifies the level of discipline which shall include the following options: (1) a suspension from one (1) to thirty (30) days; (2) a demotion; (3) transfer (4) a written reprimand; or (5) that no discipline shall be imposed. If the Supervisor, Manager or Confidential employee is entitled to back pay based upon the determination by the Director of Labor Relations, then such back pay shall be paid as quickly as practicable. The decision by the Director of Labor Relations, or his designee, shall be final and may not be appealed by either party.~~
- ~~5. If the Director of Labor Relations, or his designee, determines that the discharge of the employee is proper, then he shall submit his findings and conclusions to the employee. The decision by the Director of Labor Relations, or his designee, shall be final and may not be appealed by either party.~~

~~C. Non School Based Probationary Employees~~

~~1. Probationary Period~~

~~All non school based employees will be regarded as probationary for the first twelve (12) months of employment, and will receive no seniority or continuous service~~

~~credit during such probationary period. Any period of absence from work in excess of ten (10) days shall extend the probationary period for a period of time equal to the absence. Probationary employees who have been determined eligible in their position category and who continue in the service of the Board beyond their probationary period shall obtain regular educational support personnel status. An employee's probationary status lasts for the first twelve (12) months of employment. For probationary employees promoted or appointed to a different position, their probationary period shall be extended for sixty (60) days. Nothing provided in this Section shall be construed to confer a property interest in Board employment or an expectation of continued employment upon at-will employees. At-will employees may be discharged from Board employment for any or no cause and with or without notice.~~

## ~~2. Discipline of Probationers~~

~~Probationary employees are employed at will and may be discharged by the Chief Executive Officer with or without cause and with or without notice and an opportunity to be heard.~~

~~The Principal or Chief Administrator may issue a written reprimand or suspend a probationary employee without pay for up to thirty (30) days. The employee does not have the right to request review of such action.~~

~~The Chief Executive Officer may discharge an employee during the probationary period upon his/her own recommendation or the recommendation of a principal, Chief Administrator or Department Head or their respective designees. The Chief Executive Officer or his designee shall notify the Office of Labor and Employee Relations and the Office of Human Resources of the discharge of probationary employees. A failure to provide notification to the Office of Labor and Employee Relations or Office of Human Resources shall not affect the termination.~~

## ~~VII. VIII. VACATE ALL EMPLOYEES THAT ABANDON THEIR EMPLOYMENT~~

~~All employees, except contract principals and tenured teachers, that have been absent for ten (10) consecutive work days, without providing a legitimate excuse for such absence, and who are not on approved benefit time or other approved paid time off, shall be considered to have abandoned their position with the Chicago Public Schools. The Board shall provide notice to the employee, the principal, and collective bargaining representative, if applicable, of the employee's job-abandonment status, and determine whether the employee has a legitimate reason for being absent (e.g., obtained a leave of absence, filed for worker's compensation, or other legitimate reason).~~

~~If no legitimate reason is established for the employee's absence within ten (10) calendar days from the date of the mailing of the notice, the Board shall be entitled to vacate the employee out of system. That employee shall lose his right to the position he formerly held. The Board shall provide notice to the employee, the principal, and~~

collective bargaining representative, if applicable, of the fact that the employee has been vacated out of his position. The employee, however, shall be allowed to re-apply for any vacant position that exists within the Board.

All notices identified in this section shall be sent by first-class mail to the last known address that the employee provided to the Board, and to the last known address of the employee's collective bargaining representative, if applicable.

The direct supervisor or manager of an employee bears the ultimate responsibility to correctly notify the Talent Office of Human Resources as to the absent without leave status of an employee.

#### **VIII. IX. MISCELLANEOUS PROVISIONS**

1. When an employee engages in an alleged act of misconduct, but has left the work location where the alleged act of misconduct occurred, then the Director of the Office of Employee Engagement Labor Relations shall have the authority to institute discipline against that employee pursuant to the applicable disciplinary process.
2. The Chief Executive Officer, Chief Officers, heads of general departments now in existence or hereafter created, the General Counsel, Assistant Attorneys, the Board Secretary, and the Assistant Board Secretary are at-will employees who possess no property right to their position or expectation of continued employment. Said employees may be discharged from their employment with or without cause and with or without notice in accordance with applicable Board Rules and Statutes.
3. Written reprimands may not be appealed to the Director of the Office of Employee Engagement Labor Relations for review. Rather, the Board agent's decision to issue a written reprimand shall be final. An employee or representative on the employee's behalf, may submit a rebuttal to a written reprimand for inclusion in the employee's disciplinary file.
4. All appeal hearings conducted by the Office of Employee Engagement Labor and Employee Relations may be held in an Area Office, or other location as deemed appropriate by the Director of the Office of Employee Engagement Labor Relations. Appropriate notice shall be given to all parties as to the location of the appeal hearing.

**IX. X. EFFECTIVE DATE**

This Policy shall take effect on the date it is adopted by the Board. All previously adopted policies or procedures regarding disciplinary actions and discharges of School-Based Union Employees (except CTU) Board employees are rescinded upon the effective date of this Policy.

Any misconduct that occurred before the adoption of this Policy shall be governed by the prior Board Rules, policies, and the employee discipline code that were in effect at the time the misconduct occurred, including policies set forth in Board Report 04-0728-PO1, s-80-231-19 (Dismissal Procedures for Tenured Teachers), 95-1025-PO1 (Personnel Policy, Teachers and Administrators Discipline, Section 504.3), 95-1025-PO2 (Personnel Policy, Educational Support Personnel: Discipline and Discharge, Section 505.4), 95-1025-PO295-1025-PO3 (Personnel Policy, Educational Support Personnel: Types of Appointments, Section 505.1), and, 95-1025-PO6 (Personnel Policy, Educational Support Personnel: Probationary Period, Section 505.5). Any misconduct that occurs on or after the date of adoption of this Policy shall be governed by this Policy.

13-0828-PO2

**RESCIND OUTDATED POLICIES IN BOARD REPORTS**  
**98-0128-PO2, 91-0424-RS2, 05-0824-PO5, 07-0725-PO2, 07-1219-PO4, 04-0526-PO5,**  
**04-0128-PO2, 09-0722-PO2, 07-0627-PO4, 04-0324-PO1, 04-0922-PO2 AND 03-1022-PO01**

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

Rescind the following outdated Board Policies for the reasons stated below:

	<b>Board Report</b>	<b>Policy Name</b>	<b>Reason for Rescission</b>
1.	98-0128-PO2	Policy for Development and Submission of Proposals, Grant Requests and Applications for Supplemental Assistance	Outdated policy superseded by Board Rule 7-15d, the Grants Administration Policy and protocols issued by the Office of Intergovernmental Affairs
2.	91-0424-RS2	Report Card Distribution Policy	Outdated policy superseded by protocols issued by the Chief Executive Officer or designee
3.	05-0824-PO5	On-Loan Leaves of Absence with Pay for Employment in a Contract School	Outdated policy superseded by Board Rule 4-14g
4.	07-0725-PO2	On-Loan Leaves of Absence with Pay for Employment at an Educational Institution	Outdated policy superseded by Board Rule 4-14g
5.	07-1219-PO4	On-Loan Leave Policy for Tenured Teachers to Work in New Replicated Schools	Outdated policy based on leave no longer offered.
6.	04-0526-PO5	Extracurricular Activities	Outdated policy superseded by guidance issued by the CEO or designee
7.	04-0128-PO2	Selective Enrollment Admissions Policy for Students with Disabilities	Outdated policy superseded by the Board's Policy For Magnet, Selective Enrollment and Other Options For Knowledge Schools and Programs
8.	09-0722-PO2	Appointment and Assignment of Teachers and Principals	Outdated policy superseded by Board Rule 4-3.c and protocols issued by the Chief Talent Officer
9.	07-0627-PO4	Renaissance Schools Policy	Outdated policy superseded by Board Rule 7-2.2 and the terms of the annual New Schools Request for Proposals issued by the CEO or designee
10.	04-0324-PO1	Policy for Network Standards	Outdated policy superseded by standards issued by the Chief Information Officer
11.	04-0922-PO2	Full-Time Teacher Certification	Outdated policy superseded by applicable provisions of the Illinois School Code
12.	03-1022-PO01	Communicable Disease Policy	Outdated policy superseded by Board Rules 4-18 and 6-4

13-0828-PO3

**RESCIND BOARD REPORT 07-0124-PO3**  
**AND ADOPT A NEW PERFORMANCE MANAGEMENT AND DISCIPLINE POLICY FOR PRINCIPALS**  
**AND ASSISTANT PRINCIPALS**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board rescind Board Report 07-0124-PO3 and adopt a new Performance Management and Discipline Policy for Principals and Assistant Principals.

**PURPOSE:** The Board is a public employer that requires its principals and assistant principals to serve as educational leaders of an attendance center and perform their job duties and responsibilities in a manner that (1) promotes the highest learning potential of every student, (2) promotes the best interests of the students and staff of the Chicago Public Schools, (3) furthers the goals of the Chicago Public Schools, and (4) results in the highest level of public trust and confidence. Therefore, identifying and addressing principal and assistant principal performance deficiencies and misconduct is of paramount importance to the Board.

The first purpose of this policy is to create a mechanism for the Chief Executive Officer ("CEO") or designee to address performance deficiencies of principals and assistant principals any time such deficiencies become apparent. It is the Board's belief that this mechanism should allow for the CEO or designee to engage principals and assistant principals in professional, constructive conversations about performance issues, to provide feedback, to allow principals and assistant principals an opportunity to improve performance and to take employment action in cases where a principal or assistant principal does not meet expectations.

The second purpose of this policy is to modify the existing discipline process for principals and assistant principals by replacing unpaid suspensions with a set of formal written notifications which will be issued in lieu of suspensions and which will clearly describe the nature of the unwanted behavior, directives for improvement and consequences for failure.

**POLICY TEXT:**

**A. Principal Corrective Action Plan.** This Section A. applies to contract principals with a 4-year performance contract awarded either by a Local School Council and or by the Board for the principalship of an alternative or small school with an appointed Local School Council. Contract principals do not include acting principals or interim principals.

1. CAP Authorization. The CEO or designee is authorized to issue a Corrective Action Plan ("CAP") to a principal when s/he determines that the principal's performance is in need of immediate correction, including, but not limited to, when the CEO or designee determines the principal's performance is not at or above the proficient level or when, at any time, the CEO or designee identifies a performance deficiency. For purposes of this Policy, the term performance deficiency means a remediable shortcoming in the principal's instructional leadership or managerial abilities that the CEO deems to be of sufficient importance that, if left unaddressed, will have a damaging affect upon the school. The term performance deficiency does not include irremediable performance deficiencies or conduct by the contract principal and further does not include misconduct by the contract principal, which is otherwise subject to Section C. of this Policy.

2. CAP Issuance.

(a) The CEO or designee shall develop a standardized CAP form that is consistent with any principal evaluation issued to the principal by the CEO or designee, which may be altered from time to time in the exercise of the CEO or designee's discretion.

(b) The CEO or designee shall establish the duration of a CAP that is suitable to the circumstances and the impact on the school if not addressed appropriately.

(c) When the CEO or designee issues a CAP to a principal, the CEO shall recommend that the Board adopt a Warning Resolution to be issued to the principal, which warning resolution incorporates by reference the terms of the CAP. Warning Resolutions shall be recommended in accordance with the employee discipline section of this Policy.

(d) At the conclusion of the CAP period, the CEO or designee shall make a written assessment of whether or not the principal has successfully completed the CAP. The CEO or designee may choose to take no further action or may pursue termination or other consequences.

(e) A principal who is subject to a CAP may submit a rebuttal to the Talent Office for inclusion in the principal's personnel file.

3. Other Professional Support and Remedial Measures. The requirements of this Section A. are in addition to any support and remediation measures specified in the Professional Development Plan established for each principal in accordance with the CEO's principal evaluation system.

4. Effect of Policy on Right to Remove Contract Principals under Policies, Rules or Laws. Nothing in this Section A. shall be construed as requiring that a CAP be issued to a contract principal prior to any principal removal or reassignment. Additionally, nothing in this Section shall be construed as limiting the Board or the CEO's right to immediately remove and seek dismissal of a contact principal in accordance with the employee discipline section of this Policy for conduct that the Board or the CEO deems irremediable. Finally, nothing in the Policy shall limit the Board or the CEO's right to reconstitute, intervene in, restructure, consolidate, phase out or close a school.

5. Plans Issued Under the Prior Policy. This CAP requirements set out in this Section A. shall take effect upon adoption of this Policy by the Board. Any active Direct Assistance Plans and Corrective Action Plans issued under the prior policy, Board Report 07-0124-PO3, shall continue for the duration specified in such plan and shall be subject to the terms of the prior policy.

**B. Performance Improvement Plan.** This Section B applies to assistant principals, interim principals and any other principal titles not covered by Section A. above.

1. PIP Authorization. The CEO or designee is authorized to issue a Performance Improvement Plan ("PIP") to a principal or assistant principal when s/he determines that the employee's performance is in need of immediate correction, including, but not limited to, when the CEO or designee determines the employee's performance is not at or above the satisfactory level or when, at any time, the CEO or designee identifies a performance deficiency. For purposes of this Policy, the term performance deficiency means a remediable shortcoming in the employee's fulfillment of his or her job duties that the CEO or designee deems to be of sufficient importance that, if left unaddressed, will have a damaging effect upon the school or business unit. The term performance deficiency does not include misconduct by the principal or assistant principal, which is otherwise subject to Section C. of this Policy.

2. PIP Issuance.

(a) The CEO or designee shall develop a standardized PIP form, which may be altered from time to time in the exercise of the CEO or designee's discretion.

(b) The CEO or designee shall establish the duration of a PIP that is suitable to the circumstances and the impact on the school or business unit if not addressed appropriately.

(c) At the conclusion of the PIP period, the CEO or designee shall make a written assessment of whether or not the principal or assistant principal has successfully completed the PIP. The CEO or designee may choose to take no further action or may pursue termination or other corrective measures or consequences.

(d) A principal or assistant principal who is subject to a PIP may submit a rebuttal to the Talent Office for inclusion in his or her personnel file.

**C. Discipline.**

1. Discipline Authority. The CEO or designee is authorized to discipline principals and assistant principals when s/he determines that the principal or assistant principal has committed misconduct. The CEO or designee shall establish a list of the types of behavior which constitute misconduct, which may be altered from time to time in the exercise of the CEO or designee's discretion, and which shall be published in guidelines relating to this Policy.

2. Progressive Discipline. While the CEO encourages the use of progressive discipline, circumstances dictate that it cannot be used for every act of misconduct. Therefore, the CEO or designee shall use progressive discipline at his/her discretion but does not rely on this method in every instance when taking disciplinary action.

3. Issuing Discipline.

(a) The CEO or designee shall develop standardized discipline forms and procedures, which may be altered from time to time in the exercise of the CEO or designee's discretion.

(b) The CEO or designee shall issue discipline that is suitable to and commensurate with the nature of the misconduct and the impact on the school or business unit.

(c) At the conclusion of a discipline matter, the CEO or designee shall communicate the outcome to the principal or assistant principal in writing. The CEO or designee may choose to take no action or may pursue termination or other disciplinary measures or consequences.

(d) A principal or assistant principal who is subject to a discipline action may submit a rebuttal to the Talent Office for inclusion in his or her personnel file.

4. Prior Policy. This Policy shall take effect on the date it is adopted by the Board and coincident to such adoption, the Board's Employee Discipline and Due Process Policy (Board Report 04-0728-PO1) shall no longer apply to principals and assistant principals. Any conduct that occurred before the adoption of this Policy shall be governed by the terms of the prior discipline policy in effect at the time the conduct occurred. Any conduct that occurs after the adoption of this Policy shall be governed by this Policy.

**D. Relationship of Policy and Evaluation Procedures.** This Policy is intended as a supplement to employee evaluation processes and procedures employed by the CEO and designees and shall not be construed as a substitute for that process. This Policy has no effect on the principal evaluation procedures employed by Local School Councils.

**E. Non-Union Employees are At-Will Employees.** Nothing in this Policy is intended to limit or restrict in any way the Board's right to discharge any employee with or without cause or notice. Principals and assistant principals (other than contract principals) are at-will employees who have no property right to their employment or expectation of continued employment. At-will employees may be discharged from employment with or without cause and with or without prior notice, except as specified in applicable laws and other rules. This Policy is not to be construed as containing binding terms and/or conditions of employment. It should not be considered a contract.

**F. Publication of Guidelines.** The CEO or designee shall publish guidelines regarding the implementation and use of this Policy, which may be altered from time to time in the exercise of the CEO or designee's discretion. The guidelines shall provide examples of the types of behavior that amount to misconduct and shall provide standardized CAP, PIP and misconduct forms, and all other forms, protocols and requirements that the CEO or designee deems appropriate.

**Legal References:** 105 ILCS 5/34-8.1; 105 ILCS 5/34-8.3; 105 ILCS 5/34-8.4; 105 ILCS 5/34-16; 105 ILCS 5/34-18; 105 ILCS 5/34-85

13-0828-PO4

**RESCIND BOARD REPORTS 07-1219-PO1, 10-0623-RS32 AND 11-0622-PO1 AND  
ADOPT A NEW LAYOFF OF TEACHERS POLICY**

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

That the Board rescind Board Report 07-1219-PO1, the Policy on the Reassignment and Layoff of Regularly Certified and Appointed Tenured Teachers, Board Report 10-0623-RS32, the Resolution Amending any and all Layoff Policies with Respect to Order of Layoff to Comply with Illinois School Code and Board Report 11-0622-PO1, the Restated Policy on the Layoff of Teachers for Reasons other than those within the scope of Board Policy 504.2 and adopt a new Layoff of Teachers Policy.

**PURPOSE:** The purpose of this policy is to restate the layoff provisions set out in Appendix H of the collective bargaining agreement with Chicago Teacher's Union dated July 1, 2012.

**POLICY TEXT:**

**Section 1 – Definitions**

- A. *School actions.* Board-approved actions to close, consolidate, phase-out or turnaround a school.
- B. *School closing.* A student attendance center is closed, its attendance area boundary redistributed to two or more schools and its students reassigned to one or more schools.
- C. *School consolidation.* A student attendance center is closed, its attendance area boundary merged with one other school and its students reassigned to one other school.
- D. *Phase-out.* A student attendance center is gradually closed through the reassignment of the area attendance boundary to one or more other student attendance centers with no students reassigned; such center may later be closed or consolidated.
- E. *Turnaround or reconstitution.* All employees of the school are removed from the school and reassigned or laid off with no students reassigned to other schools.
- F. *Economic actions.* Economic actions are those for which the cause of the layoff of the employee is the BOARD's, unit's or school's lack of funds to maintain current staffing levels; economic actions may take the form of different transactions, including, but not limited to, class size increases, changes in position definitions (i.e., redefinitions) to meet program needs, elimination of positions or the reduction of positions from full- to part-time.
- G. *Other actions.* Actions that are not school actions or economic actions. They may be based on a school's enrollment or a school's or unit's educational program and may include, but not be limited to, (i) drops in enrollment whereby a student attendance center receives fewer positions or less resources due to a decline in student enrollment, (ii) changes in the educational or academic focus of the attendance center whereby an entire attendance center or a substantial part of an attendance center becomes focused on or changes its focus to a particular content area or form of pedagogy (e.g., International Baccalaureate, Montessori or STEM) that necessitates specialized credentials for or training of teaching staff and sometimes support staff, (iii) program closures whereby special programs are eliminated (e.g., a grant-funded reading program ends), (iv) redefinitions, (v) elimination of positions or (vi) reduction of positions from full- to part-time.

**Section 2 – Scope of Policy**

Whenever there is a reduction in or change in the teaching force that results in the layoff of appointed teachers, teachers will be reassigned or laid off in accordance with this policy.

**Section 3 – Order of Teacher Layoff**

If changes in an attendance center or program require the layoff of some but not all teachers, the order of layoff of teachers within the affected unit and certification shall be by the following performance tiers and/or as follows:

1. Any teachers rated unsatisfactory;
2. Any substitute or temporary teachers;
3. Probationary appointed teachers by performance tier (emerging: 209-250 score; developing: 251-284 score; proficient: 285-339 score; and excellent: 340-400 score).
4. Tenured teachers rated satisfactory or, after the first evaluation in the new evaluation system issues, first tenured teachers rated emerging (209-250 score) and then tenured teachers rated developing (251-284 score).
5. All other tenured teachers.

Within each of the foregoing five tiers, teachers shall be displaced by inverse order of seniority, with the least senior teacher being laid off first.

For school year 2012-13 only, if changes in an attendance center or program require the layoff of some but not all teachers, the order of layoff of teachers within the affected unit and certification shall be by the following performance tiers and/or as follows:

1. Any teachers rated unsatisfactory;
2. Any substitute or temporary teachers;
3. Probationary appointed teachers by performance tier (emerging: 209-250 score; developing: 251-284 score; proficient: 285-339 score; and excellent: 340-400 score);
4. All other tenured teachers.

Within each of the foregoing tiers, teachers shall be displaced by inverse order of seniority, with the least senior teacher being laid off first.

**Section 4 – Notice of Position Closing**

When a determination is made that a teacher's services are no longer required at an attendance center, the teacher will be so notified (hereinafter "notice of layoff") twenty-one days in advance of the effective date of layoff, except in the case of 20<sup>th</sup> day position closing.

**Section 5 –Tenured Teachers' Benefits Upon Layoff**

**A. Teacher Eligibility List.**

1. The Board with input from the Union shall create a system by which candidates for hire as teachers are prequalified through hiring screening methods. Prequalified teachers shall include: (a) tenured teachers laid off for any reason on or after June 15, 2010 whose most recent performance rating was in the top two rating categories (i.e., excellent or superior and excellent or proficient); and (b) new applicants and other teachers who pass uniform pre-screening hiring criteria, including the consideration of employment history.

Tenured Teachers laid off between June 15, 2010 and June 30, 2012 will not be placed on the teacher eligibility list if they are currently employed by the Board in a full-time teacher position or have previously resigned or retired.

2. Eligible tenured teachers will be invited to be on the teacher eligibility list and to confirm their desire to be on the list (such as completing an on-line application). The Union will be copied on all communications.
3. Prequalified teachers will be admitted to the eligibility list as they are laid off and shall remain on the teacher eligibility list for two years or until they receive a permanent appointment, whichever first occurs. However, teachers placed on the eligibility list during 2012 will remain on the list until June 30, 2015
4. Inter-unit transfers are exempt from the process described in this Section.
5. Principals shall hire only prequalified applicants to permanent teaching positions and shall have the discretion to hire any prequalified teacher. However, principals who receive three or more applications from prequalified displaced tenured teachers for a posted vacancy must interview at least three prequalified displaced tenured teachers for the position. If the principal does not select a prequalified displaced tenured teacher, the principal shall provide the reason(s) for the non-selection to the Talent Office, which shall communicate the reason(s) to the prequalified displaced tenured teacher. Such reasons may not be arbitrary.
6. Every July 1, the Board shall provide the Union with a list of permanent vacancies filled by teachers on the eligibility list between the immediately preceding July 1 to June 30 period. If fifty percent of those vacancies have not been filled by prequalified displaced tenured teachers, the Board will assign a number of prequalified displaced tenured teachers who were on the eligibility list on the immediately preceding June 30 to the reassigned teacher pool for a period of five school months, but excluding:

(a) displaced teachers then currently in the reassigned teacher pool under another provision of this Agreement; and

(b) tenured teachers displaced between June 15, 2010 and June 30, 2012 who were placed into the Reassigned Teacher Pool upon layoff.

Assignments to the reassigned teacher pool shall be based on seniority. The number of prequalified displaced tenured teachers assigned shall equal the difference between the numerical value of fifty percent of the permanent vacancies filled during the immediately preceding July 1 to June 30 period and the actual number of vacancies filled by prequalified displaced tenured teachers. Prequalified displaced tenured teachers who are placed in the reassigned teacher pool and who do not find a permanent appointment by the end of their five-month assignment shall be assigned to the Cadre for five school months. If the prequalified displaced tenured teacher is not appointed to a position by the end of his or her assignment in the Cadre, he or she shall be laid off and separated from BOARD employment, but will remain on the teacher eligibility list for the remainder of his or her two years of eligibility.

**B. Tenured Teachers Laid Off Due to School Actions.**

Tenured teachers laid off due to school actions shall receive the following benefits:

1. *Transfer to receiving schools in school closings and consolidations.* Tenured teachers whose most recent rating is in the top two rating categories (i.e., excellent or superior and excellent or proficient) shall be appointed to a vacancy at a school to which students from their school have been assigned to the extent that a vacancy within the teacher's certification has been created as a result of or in connection with the transfer of students. If more than one teacher is eligible for appointment to the same vacancy, selection for the vacancy shall be based on seniority.
2. *Assignment to the reassigned teacher pool or Cadre.* Tenured teachers laid off due to school closings and school consolidations who are not appointed to a vacancy at the school receiving their students and tenured teachers laid off due to turnarounds, reconstitutions and phase-outs shall be assigned to the reassigned teacher pool for a period of five school months, during which time they shall be assigned as a substitute teacher with full pay and benefits. At the end of five school months, if a tenured teacher has not been appointed to a teaching position, he or she shall be assigned to the Cadre for a period of five school months with the Cadre pay and benefits. At the end of five months in the Cadre, if the tenured teacher has not been appointed to a permanent position, the tenured teacher shall be laid off and separated from employment with the Board.
3. *Alternative severance benefit.* A tenured teacher who has been laid off due to school actions shall be offered the opportunity to resign and receive three months of pay.

**C. Tenured Teachers Laid Off Based on Economic Actions (Exclusive of School Actions and Other Actions).**

Tenured teachers who are laid off for economic reasons shall be offered placement as a day to day substitute teacher.

**D. Tenured Teachers Laid Off for Reasons Other Than Economic Actions and School Actions.**

1. *Assignment to the Cadre.* Tenured teachers laid off for all other reasons shall be assigned to the Cadre for ten school months. At the end of ten school months, if a tenured teacher has not been appointed to a teaching position, the tenured teacher shall be laid off and separated from employment with the Board.
2. *Recall to unit.* A tenured teacher who has been laid off from a school or unit shall be entitled to recall to the same school or unit from which he or she had been laid off for a period of ten school months from the date of layoff, provided that a vacancy within his or her certification is created at the school or unit and that the teacher has been rated proficient or better. Tenured teachers shall be recalled in inverse order of layoff.

**Section 6 – Probationary Teachers’ Benefits Upon Layoff**

Probationary teachers who are laid off and who have been rated in the top two rating categories shall be offered placement in the day-to-day substitute pool.

**Section 7 – Eligibility to Apply to Other Positions**

The terms of this policy do not preclude any teacher from applying for vacant positions or employment as a Cadre or day-to-day substitute at any time.

**Section 8 – Reappointment with Tenure**

Within two years after layoff from Board employment, if the tenured teacher is appointed by a principal to a permanent position, tenure and prior seniority will be restored to the tenured teacher as of the date of appointment.

13-0828-PO5

FINAL

**ADOPT A SCHOOL QUALITY RATING POLICY**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

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

**POLICY TEXT:**

**I. Purpose and Goals**

This policy shall establish the standards and criteria for issuing a School Quality Rating and Accountability Status to each school that is either Good Standing status, Remediation status (which

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

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

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

## **II. Scope of the Policy**

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

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

### **A. Accountability Status Determination**

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

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

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

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

4. A school with a School Quality Rating of Tier 1, Tier 2 or Tier 3 hereunder shall receive Good Standing status, except when:
  - i. The school has been on Probation status for 2 or more consecutive years, in which case the school must receive a Tier 1, Tier 2, Tier 3 or Tier 4 rating for 2 consecutive years to be eligible for another Accountability Status and removal from Probation<sup>1</sup>;
  - ii. The school has been on Remediation status for 2 or more consecutive years, in which case the school must receive a Tier 1, Tier 2 or Tier 3 rating for 2 consecutive years to be eligible for another Accountability Status and removal from Remediation;
  - iii. The school has been on a combination of Remediation and Probation status for the last 2 consecutive years, in which case the school will receive Remediation status and must receive a Tier 1, Tier 2 or Tier 3 rating for 2 consecutive years to be eligible for another Accountability Status and removal from Remediation; or
  - iv. The Board has taken an action under 105 ILCS 5/34-8.3(d)(2) or (4) at the school, in which case the school must remain on Probation for a minimum of 5 years or until the school has made Adequate Yearly Progress for 2 consecutive years, whichever occurs later.

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

**B. Elementary School Performance Indicators**

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

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

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

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

**C. High School Performance Indicators**

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

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

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

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

**D. Option School Performance Indicators**

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

Option School Performance Indicator	5 points	4 points	3 points	2 points	1 point
1. Average Growth Percentile on STAR Reading Assessment	60 <sup>th</sup> Percentile or higher	Between 50 <sup>th</sup> and 59 <sup>th</sup> Percentile	Between 40 <sup>th</sup> and 49 <sup>th</sup> Percentile	Between 30 <sup>th</sup> and 39 <sup>th</sup> Percentile	Below 30 <sup>th</sup> Percentile
2. Average Growth Percentile on STAR Math Assessment	60 <sup>th</sup> Percentile or higher	Between 50 <sup>th</sup> and 59 <sup>th</sup> Percentile	Between 40 <sup>th</sup> and 49 <sup>th</sup> Percentile	Between 30 <sup>th</sup> and 39 <sup>th</sup> Percentile	Below 30 <sup>th</sup> Percentile
3. Percent Making Growth Targets on STAR Reading Assessment	Greater than or equal to 65%	Between 55% and 64.9%	Between 45% and 54.9%	Between 35% and 44.9%	Less than 35%

4. Percent Making Growth Targets on STAR Math Assessment	Greater than or equal to 65%	Between 55% and 64.9%	Between 45% and 54.9%	Between 35% and 44.9%	Less than 35%
5. One-Year Graduation Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
6. Credit Attainment Rate	Greater than or equal to 70%	Between 60% and 69.9%	Between 50% and 59.9%	Between 40% and 49.9%	Less than 40%
7. Stabilization Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
8. Average Daily Attendance Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%
9. Growth in Attendance Rate	Greater than or equal to 90%	Between 80% and 89.9%	Between 70% and 79.9%	Between 60% and 69.9%	Less than 60%

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

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

**E. Weighting of Performance Indicators**

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

**1. Elementary School Weighting**

Elementary School Performance Indicators	Standard Weighting for Elementary Schools	Weighting for Schools with a Highest Grade Served of Grade 3
1. National School Growth Percentile on the NWEA Reading Assessment	12.5%	5%
2. National School Growth Percentile on the NWEA Math Assessment	12.5%	5%
3. Priority Group National Growth Percentile on the NWEA Reading Assessment	Up to 5% (1.25% for each priority group)	Up to 5% (1.25% for each priority group)
4. Priority Group National Growth Percentile on the NWEA Math Assessment	Up to 5% (1.25% for each priority group)	Up to 5% (1.25% for each priority group)
5. Percentage of Students Meeting or Exceeding National Average Growth Norms on the NWEA Reading and Math Assessments	10%	10%
6. National School Attainment Percentile on the NWEA Reading Assessment for Grades 3-8	5%	2.5%
7. National School Attainment Percentile on the NWEA Math Assessment for Grades 3-8	5%	2.5%
8. National School Attainment Percentile on the NWEA Reading Assessment for Grade 2	2.5%	5%
9. National School Attainment Percentile on the NWEA Math Assessment for Grade 2	2.5%	5%
10. Percentage of Students Making Sufficient Annual Progress on the ACCESS Assessment	5%	5%
11. Average Daily Attendance Rate (Grades K-8)	20%	35%
12. My Voice, My School 5 Essentials Survey	10%	10%
13. Data Quality Index Score	5%	5%

**2. High School Weighting**

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

**3. Option School Weighting**

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

**4. Weighting for Schools Serving both High School and Elementary School Grade Levels**

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

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

Based on the weighted number of points received, schools will be assigned a School Quality Rating as follows:

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

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

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

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

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

**A. Schools Placed on Remediation**

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

Remediation Plan may include one or more of the following components:

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

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

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

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

#### **B. Schools Placed on Probation**

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

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

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

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

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

3. **Additional Corrective Measures:** Schools placed on Probation that, after at least one year, fail to make adequate progress in correcting deficiencies are subject to the following actions by the approval of the Board, after an opportunity for a hearing:

- a. Ordering new local school council elections;
- b. Removing and replacing the principal;
- c. Replacement of faculty members, subject to the provisions of Section 24A-5 of the Illinois School Code;
- d. Reconstitution of the attendance center and replacement and reassignment by the CEO of all employees of the attendance center;
- e. Intervention under Section 34-8.4 of the Illinois School Code;
- f. Operating an attendance center as a contract turnaround school;
- g. Closing of the school; or
- h. Any other action authorized under Section 34-8.3 of the Illinois School Code

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

#### **V. Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Growth in Attendance Rate:** Percent of stable students (enrolled for at least 42.5 membership days) that show an improvement of at least 3 percentage points in their individual daily attendance rates compared to their daily attendance rate in the previous school year or who maintain an individual daily attendance rate of 90%.

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

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

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

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

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

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

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

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

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

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

13-0828-PO6

**ADOPT A GRADE POINT AVERAGE POLICY**

**THE CHIEF EXECUTIVE OFFICER RECOMMENDS:**

That the Board adopt a Grade Point Average (GPA) Policy.

**PURPOSE:** The District utilizes both a standard GPA calculation system and also a weighted GPA calculation system. This policy will codify the methodology used to calculate a high school student's GPA under both the standard and weighted systems.

**POLICY TEXT:**

I. **Standard GPA Calculation.** The GPA is a measure of a student's performance across all credit-bearing courses taken by the student over a period of time factoring in the grade earned and the potential credit for each course taken. For the standard GPA calculation, a grade value is assigned to each letter grade earned by a student as follows:

Standard Grade Values	
Letter Grade	Grade Value
A	4
B	3
C	2
D	1
F	0

A student's standard GPA is obtained by dividing the total number of potential credits taken by the student into the total number of grade points earned as follows:

1. Identify the letter grade and potential credit for each course taken.
2. Identify the Grade Value for the grade earned using the Grade Values chart.
3. Calculate the 'grade points' earned for each course by multiplying the Grade Value x Potential Credit identified for the course.
4. Total all Potential Credits for all courses taken by the student.
5. Total all 'grade points' for all courses taken by the student.
6. Calculate GPA by dividing All Grade Points Earned/All Potential Credits for all courses taken

**Example of Standard GPA Calculation:**

Course Name	Letter Grade	Potential Credit	GPA Grade Value	Potential Credit x Grade Value ('Grade Points')
American Literature	A	0.50	4	2.0
United States History	B	0.50	3	1.5
Chemistry	C	0.50	2	1.0
Geometry	C	0.50	2	1.0
Spanish II	B	0.50	3	1.5
<b>Total</b>		<b>2.50</b>		<b>7.0</b>
<b>GPA</b>	<b>7.0/2.50 = 2.80 GPA</b>			

II. **Weighted GPA Calculation:** For the weighted GPA, the calculation occurs in the same manner as a described in section I above except that weighted grade values are assigned to each letter grade based on the applicable course level designation as follows:

Weighted Grade Values				
Letter Grade	Course Level			
	Significantly Modified	Regular	Honors	Advanced
A	2	4	5	6
B	2	3	4	5
C	1	2	3	4
D	1	1	1	1
F	0	0	0	0

Regular, Advanced and Honors course level designations are specified in the district's high school course catalog issued by the Chief Executive Officer ("CEO") or designee. Regular courses are standard classes and subject areas available to all students and include courses designated as non-level. Advanced courses include college level courses such as advanced placement courses and International Baccalaureate courses offered in the 11<sup>th</sup> and 12<sup>th</sup> grade, except when otherwise specified in the course catalog. Honors courses include International Baccalaureate courses offered at the 9<sup>th</sup> and 10<sup>th</sup> grade level, except when otherwise specified in the course catalog. Significantly Modified course designations are established on an individual student basis and are specified in a student's Individualized Education Program (IEP). Any high school level course offered by a school must first be identified in the district's high school course catalog by name, course number, potential credit and course level designation as established by the CEO or designee.

*Example of Weighted GPA Calculation*

Course Name	Letter Grade	Potential Credit	Course Level	Weighted Grade Value	Weighted Grade Value x Potential Credit ("Grade Points")
American Literature	A	0.50	Advanced	6	3.0
United States History	B	0.50	Honors	4	2.0
Chemistry	C	0.50	Regular	2	1.0
Geometry	C	0.50	Regular	2	1.0
Spanish II	B	0.50	Regular	3	1.5
<b>Total</b>		<b>2.50</b>			<b>8.5</b>
<b>Weighted GPA</b>					<b>8.5/2.5 = 3.4</b>

III. **Reporting of GPA.** GPAs are calculated and reported for each semester's coursework as well as on a cumulative basis for all student coursework.

IV. **Duplicate Courses.**

A. Effect on GPA. In the event a student repeats the same course for any reason, the student's GPA (both standard and weighted) will factor in only the highest grade earned for the duplicate course. For instance, if a student fails Geometry, the 'F' will be calculated into the student's GPA until such time as the student retakes Geometry and earns a higher grade. All courses taken by a student and grades earned will appear on a student's transcript. However, once the course is re-taken, the highest grade only is factored into the student's GPA. Once a credit is earned for a course, a student may not earn additional credit for repeating the same course.

B. Effect on Graduation Honors. The effect of duplicate courses on any graduation honors or other honors offered by a high school is subject to principal discretion.

C. Availability. A student may repeat any course in which a grade of D or lower is received. A student may repeat a course in which s/he received a grade C or higher only upon approval of the principal or his/her designee. In such cases, approval may be limited due to available resources, course scheduling and sequencing and other factors specified in the high school course and credit guidelines issued by the CEO or designee.

V. **Elementary Students taking HS Courses for Credit.** Elementary Students who take a high school level course for credit as described in the Board's Policy on "Awarding High School Credit and Placement for High School Level Courses Taken by Elementary Grade Students" shall have such course, grade earned and credit appear on their high school transcript and included in their GPA calculation(s).

VI. **Transfer Credits.**

A. Use. Transfer credits and grades will be used in determining a student's GPA as specified in the high school course and credit guidelines.

B. Transfer Students. For students transferring to a Chicago Public School from a charter school or school outside the district, the student's transcripts will be evaluated by the enrolling school to identify and record the transfer credits, course grades and course level designations for purposes of establishing a GPA. For students transferring from a school located in a foreign country, the school shall record transfer credits, course grades and course level designations based on an evaluation of the transcript by the CEO's designee for foreign transcript review. The high school course and credit guidelines shall include transfer credit recording protocols that address transcript evaluation and course recording for students transferring from accredited or state-approved schools, home-schooled and other private school students and schools located in other countries. Schools shall comply with the high school course and credit guidelines when making transcript entries of credits, grades and equivalent course numbers and course designations for transfer students.

C. Outside Courses. Credits and grades earned by CPS students who take approved courses for high school credit at colleges, universities or online courses (in accordance with applicable Board policies) will be used in determining a student's GPA as specified in the high school course and credit guidelines.

VII. **Affected Students.** GPAs will be recalculated using the methodology described in this Policy for active students enrolled in a Chicago Public High School during the 2013-2014 school year. GPAs will not be recalculated for students who graduated from a Chicago Public High School on or before August 25, 2013 or for students who previously left CPS before graduating that do not re-enroll in a Chicago Public High School during the 2013-2014 school year or thereafter. For high school students who left a Chicago Public High School before graduating and prior to the 2013-2014 school year, who re-enroll during the 2013-2014 school year or thereafter, their GPA will be recalculated using the methodology described in this Policy.

VIII. **Effective Date.** This policy shall be effective on September 1, 2013.

**LEGAL REFERENCES:** 105 ILCS 5/27-22.10; 23 Illinois Administrative Code 1.440.

13-0828-RU1

**ANNUAL READOPTION OF BOARD RULES AND AMENDMENTS, MODIFICATIONS OR REPEALERS  
OF CERTAIN BOARD RULES IN ACCORDANCE WITH BOARD RULE 2-7**

**THE GENERAL COUNSEL RECOMMENDS:**

That the Board, in accordance with Board Rule 2-7, readopt its Board Rules with the amendments, modifications or repealers thereto as summarized below, which shall take effect upon adoption. The Board Rules, as amended, are hereby re-adopted as fully set forth in the attachment to this Board Report.

<b>Board Rule</b>	<b>Title</b>	<b>Action</b>
4-1.a.	Delegation to Chief Executive Officer or His/Her Designee	Update to reference employee discipline protocols and performance management procedures.
4-1.c.	Authority Reserved for Board Action	Remove redundant language. Remove reference to dismissal of assistance principals. See also update to Rule 4-7.b.3.
4-3.b.	Principals	Update to reference state licensure terminology and streamline discipline references.
4-3.c.	Assistant Principals	Update to reference one category of Assistant Principals and authorize transition rules for Quota Assistant Principals.
4-3.d.	Certificated Administrators	Update to reference state licensure terminology.
4-3.e.	Educational Support Personnel or Paraprofessional and School-Related Personnel	Update to reference state licensure terminology.
4-4.	Employment Requirements	Update to streamline discipline references.
4-7.a.	Discipline of Employees	Authorize the CEO to establish discipline protocols for non-union employees who are not subject to a Board-adopted employee discipline policy.
4-7.b.1.	<del>Dismissal of Management Level Employees, Including Chief Executive Officer, Executive Officers, Officers, the General Counsel, and Heads of Departments, and Directors</del>	Update to align with current organization chart and job titles.
4-7.b.3.	Dismissal of Other Probationary Employees, Part-Time/Seasonal Employees, and At-Will Educational Support Personnel and Assistant Principals	Update to streamline discipline references and also to add Assistant Principals to the delegation list. See also updates to Rule 4-1.c and 4-7.b.4.
4-7.b.4.	Dismissal of Assistant Principals and Educational Support Personnel Covered by Collective Bargaining Agreements	Update to streamline discipline references and also to remove Assistant Principals from this section. See also updates to Rule 4-1.c and 4-7.b.3.
4-7.b.5.	Dismissal of Contract Principals	Update to streamline discipline references.
4-7.b.6.	Dismissal of Tenured Teachers	Update to streamline discipline references.
4-7.c.	Suspension Pending Investigation and/or Discharge or Dismissal Hearing	Update to streamline discipline references.
4-8	Hours of Work	Update to reference current collective bargaining agreements.
4-12	Family and Medical Leaves of Absence – <del>FMLA and Supplementary Family and Medical and Supplemental Leaves</del>	Update to streamline discipline references. Specify that Principals and Assistant Principals will not have position protection during a supplemental leave.
4-13	Involuntary Personal Illness Leaves – Fitness for Duty Leaves.	Update to streamline discipline references.
4-14.g.	<del>Tenured Teacher, Contract Principal or Quota Assistant Principals On-Loan Leaves of Absence</del>	Remove reference to Contract Principals and Quota Assistant Principals.

<u>Board Rule</u>	<u>Title</u>	<u>Action</u>
4-15.b.	Tenured Teachers' Leave for Travel or Study	Update to streamline discipline references.
4-15.d.	Tenured Teachers' and Certificated Administrators' Personal Leave of Absence	Update to remove reference to contract principal or assistant principal.
4-15.g.	Principals' Summer Leave of Absence	Remove reference to this leave type.
4-18	<u>Employee Safety and Health</u>	Include new Rule regarding the establishment and annual review of the employee Exposure Control Plan. Previously covered in the Board's Communicable Disease Policy.
5-2.	Office Hours	Clarify that individual employee work hours are set by the supervisor or department head.
5-8	Payroll Attendance Reports	Update Officer reference.
6-1.1	<u>Re-admission Requirements</u>	Include new Rule regarding requests for re-admission to a magnet or selective enrollment school or program after a short-term absence.
6-4	<u>Health-Related Exclusions During Epidemics</u>	Expand Rule to include individual exclusions for communicable diseases or other health conditions and also for failure to satisfy immunization and health exam requirements. Previously covered in the Board's Communicable Disease Policy.
6-5.	School Emergency Planning and Safety Drills	Include the requirement for a shooting incident drill per P.A. 98-0048.
6-9	Suspension of Pupils-Cause	Update Officer reference.
6-13	Duties of <u>Classroom Teachers</u>	Update to include reference to the Continuous Improvement Work Plan (CIWP)
7-2.2	Regulated Education-Related Expenditures Which are not Subject to Section 7-2 Procurement Requirements	Update to clarify the annual procurement process established by the CEO or designee to receive proposals from charter school and contract school providers.
7-15.c.	Delegation of Authority to Act	Clarify the authority of the Chief Teaching and Learning Officer.

## CHAPTER I ORGANIZATION OF THE BOARD OF EDUCATION

**Sec. 1-1. Officers.** The officers of the Board of Education shall be the President, Vice President and Secretary. The President and Vice President shall be elected annually in July or whenever a vacancy exists, by majority vote of the full membership. The Board shall select and appoint a Secretary and an Assistant Secretary who shall be employees of the Board and shall have the powers and duties prescribed by these Rules.

**Sec. 1-2. Election of Officers.** The President and Vice President of the Board of Education shall be elected from the members of the Board of Education by a roll call vote of the members of the Board of Education. The President and the Vice President shall each receive the votes of a majority of the full membership of the Board of Education before being declared elected. The President and the Vice President, respectively, shall hold their offices for one year and until their successors shall be duly elected and qualified.

**Sec. 1-3. Special Committees.** The President, with the approval or at the direction of the Board of Education, may appoint special committees to consider and report on matters referred to them.

**Sec. 1-4. President.** The President shall preside at all meetings of the Board of Education at which the President is present. The President shall perform such duties and exercise such powers as usually pertain to the office of President, and shall also have such additional powers as may be granted by statute or by the Board of Education.

**Sec. 1-5. Vice President.** The Vice President shall preside at all meetings of the Board of Education in the absence of the President, and shall perform such other duties as may be enjoined upon the Vice President by the Board of Education. In the case of the absence or disability of the President, or if there be a vacancy in the office of the President, all the powers and duties of that office shall devolve upon the Vice President, who shall continue to exercise such powers and duties until the President returns or the vacancy is filled.

**Sec. 1-6. Chairman Pro Tem.** In the case of the absence or disability of the President and the Vice President at any regular or special meeting of the Board of Education when a quorum is present, as determined by the Secretary by roll call, the members present shall proceed to the election of a Chairman Pro Tem who shall act at such meeting in lieu of the President and the Vice President.

**Sec. 1-7. Secretary.** The Secretary shall cause to be developed and kept a record of all of the agendas and proceedings of the Board of Education; shall give notice to members and the public of regular, special and recessed meetings of the Board of Education; shall have general supervision of all records of the agendas and proceedings of the Board of Education and of each committee and subcommittee thereof, and of such other records as the Board of Education may direct; shall sign all records of proceedings of the Board of Education; shall cause to be prepared expeditiously the agendas and proceedings of the Board of Education and such reports and other matters as the Board of Education may direct or are by law required, and shall send copies thereof to all members; shall publish and make available, at a minimum once a year, an up-to-date copy of these Board Rules; shall maintain an up-to-date file on policies approved by the Board; shall publish in May of each year a calendar of Board meetings for the upcoming fiscal year; shall maintain a list of reports that require annual Board approval; shall accept all liens and summons served on the Board; shall sign all checks drawn by order of the Board of Education and present the same to the Mayor and the City Comptroller for countersigning, shall sign all contracts and legal instruments approved by the Board of Education and shall perform such other duties as usually pertain to the Office of Secretary or such as may be directed by the Board of Education and by these Rules.

The Secretary shall be responsible for the administration of the Policies, for all records management (including computer, electronic, paper and film), records retention, records management and records destruction for the Board of Education and the Chicago Public Schools.

**Sec. 1-8. Assistant Secretary.** The Assistant Secretary shall perform the duties of the Secretary in case of the Secretary's absence or inability to act. The Assistant Secretary shall perform such other duties as may be enjoined upon the Assistant Secretary by the Board of Education.

**Sec. 1-9. Discrimination.** It is the policy of the Board to prohibit unlawful discrimination on the basis of any classifications protected by the Constitution of the United States, the Constitution of the State of Illinois and applicable federal, state or local laws or ordinances, including but not limited to discrimination on the basis of race, color, sex, gender identity/expression, age, religion, disability, national origin or sexual orientation.

**Sec 1-10. Finance and Audit Committee.** The Finance and Audit Committee shall consist of all members of the Board of Education. The Finance and Audit Committee is authorized to review the status of the Board's budget and expenditures, review the expenses of the Office of the Board, decide all requests for reimbursement of expenses by the President of the Board, receive reports from the Chief Executive Officer or the Chief Financial Officer regarding issues related to the Board's financial condition, and review the Board's procurement and expense reimbursement policies and related matters. The Finance and Audit Committee also shall perform other responsibilities as are designated by the Board or the Board President.

## CHAPTER II CONDUCT OF THE BUSINESS OF THE BOARD OF EDUCATION

**Sec. 2-1. Regular Meetings.** The Board of Education shall establish a schedule of regular meetings in May of each year and shall state the regular dates, times and places of such meetings.

**Sec. 2-2. Special Meetings.** Special meetings may be held at any time on call of the President or any three or more members. Such call shall be in writing, duly signed, and shall be presented to the Secretary who shall proceed immediately to prepare notices and an agenda on the same and shall cause them to be served on members of the public and the members of the Board of Education at least 48 hours prior to the day and hour set for said special meeting.

**Sec. 2-3. Public Hearings on One School Issue or School Problem - Regular Meeting.** Upon the written request of the President or any majority of the members, any one school issue or school problem presented by any member, person, civic group or organization, may be set for public hearing at a regular meeting of the Board, at a fixed hour and stating the time allowed for oral presentation. The Secretary shall promptly notify the person, civic group or organization that presented the said school issue or school problem to be heard, of the day and hour of the regular meeting of the Board at which the public hearing is to be held, and stating the time allowed by the Board for oral presentation. Procedures for presentations at public hearings shall follow the current Guidelines for Public Participation.

**Sec. 2-4. Order of Business; Quorum.** At each meeting of the Board of Education, the President shall take the chair at the time appointed for the meeting and shall call the same to order. The Secretary shall immediately call the roll of members. If no quorum be present, the Board of Education shall not stand adjourned thereby, but the member or members present may adjourn to a subsequent date by a majority vote of those present. Provided a quorum of Board members is physically present for a meeting, a Board member may participate by video or audio conference if he or she is prevented from physically attending because of: (i) personal illness or disability; (ii) personal employment purposes; (iii) business obligations of the Board; (iv) a family or other emergency; or (v) such other reasons authorized under Section 7 of the

Open Meetings Act (5/ILCS 120/7). A Board member who attends a meeting by audio or video means, as provided herein, may participate in all aspects of the Board meeting including voting on any item. If a member wishes to attend a meeting by video or audio conference, the member shall notify the Secretary before the meeting unless advance notice is impractical. The Secretary shall indicate in the meeting minutes whether the members of the Board were physically present for the meeting or present by means of video or audio conference.

A quorum for the transaction of business shall consist of a majority of the full membership of the Board of Education then serving. When a quorum is physically present, the order of business shall be as noted in the agenda published for the particular meeting.

**Sec. 2-4.1. Public Participation at Meetings.** At each regular and special meeting which is open to the public, members of the public and employees of the district shall be afforded time, subject to reasonable constraints, to comment to or ask questions of the Board. The Board President shall establish and publish guidelines that will govern the public participation portion of each meeting.

**Sec. 2-5. Rules of Order.** The Rules of Parliamentary Practice embraced in the most recent edition of Robert's Rules of Order shall govern the Board of Education in all cases in which they are not inconsistent with the Rules of the Board of Education.

**Sec. 2-6. Amendment and Suspension of Rules.** The Rules of the Board of Education may be repealed, amended or added to only at a regular meeting and by a vote of two-thirds of the full membership. Any and all amendments to these Rules shall specify therein the chapter and section thereof sought to be amended.

The Rules may be suspended at any regular meeting by a majority of the full membership then serving; provided, however, that these Rules shall not be suspended for the purpose of repealing, amending, or adding to the same except by a vote of two-thirds of the full membership.

**Sec. 2-7. Annual Adoption of Rules.** The Board of Education shall re-adopt these Board Rules, and any amendments, modifications, repealers, or suspension thereto, by a vote of two-thirds of the full membership of the Board at its first regular meeting after the start of each fiscal year or at such other times as the Board deems appropriate. If the Board fails to readopt these Board Rules as set forth in this Rule, the existing Rules shall continue in full force and effect.

**Sec. 2-8. Withdrawing Reports and Laying Over Reports.**

a. Prior to a vote on any report presented to the Board, the Chief Executive Officer or any other Officer sponsoring the report may withdraw the report from the agenda.

b. Upon the request of any member, any report presented by any department head or any motion, resolution, order, or Rule presented by any member shall be laid over for one meeting; provided, however, that no matter shall be so laid over for more than three consecutive meetings. The report, motion, resolution, order or Rule so deferred shall be published in the proceedings of the Board of Education.

**Sec. 2-9. Vote Required - Recording of Vote.** Except as otherwise provided by law or in these Rules, all questions pending before the Board of Education shall be decided by a majority of the members voting upon them, a majority of the entire Board of Education voting. The Ayes and Noes shall be taken and entered of record by the Secretary.

**Sec. 2-10. Reconsideration.** No motion for a reconsideration of any vote shall be entertained unless such motion shall be made at the meeting at which the vote sought to be reconsidered was taken, or at the next regular meeting thereafter, by any member of the Board of Education who shall have voted with the prevailing side or shall have been absent when the vote was taken. Any member may second the motion.

Where the Ayes and Noes have not been called on a question, any member may make the motion to reconsider.

**Sec. 2-11. Records of Proceedings.** The record of the proceedings of the Board shall be prepared and maintained by the Secretary and include a record of the following (1) the date, time and place of the meeting, (2) the members of the Board who were present, absent and whether members were physically present or present by means of video or audio conference, and (3) a summary of discussion on all matters proposed, deliberated or decided and any votes taken. The Board of Education may direct that the remarks of any member made during a meeting shall be included in the record of proceedings.

**Sec. 2-12. Approval and Posting of Proceedings.** The Secretary shall affix his or her signature to the records of Board proceedings. Such signed records, when approved by a majority vote of the full membership of the Board shall be the official records of such proceedings. Within seven (7) days of the approval of such proceedings, the Secretary shall post the approved proceedings on the Board's website for a period of not less than 60 days.

**Sec. 2-13. Delegation of Board Authority.**

a. Manner and Effect of Delegation of Authority. With the exception of those powers and authority exclusively reserved to the Board by the Illinois School Code, as it exists now, or as it may be hereafter amended, the Board may delegate its authority by Board Rule, Board Policy, Board Resolution, Board Report or other Board action. Where the Board has delegated authority to an Officer or his/her designee, that Officer or his/her designee may take all actions consistent with the delegation without further Board action or authority and the action shall be binding upon the Board at the time the Officer acts.

b. **Authority Not Specifically Delegated.** The Board reserves to itself all authority and power it has not specifically delegated to another by Board Rule, Board Policy, Board Resolution, Board Report or other Board action.

c. **Authority over Departments and Delegated Authority.** Chiefs, Officers and heads of departments have the authority to supervise their respective departments or units, including all employees within their departments or units, and to take all actions delegated to them by Board Rule, Policy, Resolution, Board Report or other Board action. Said Chiefs, Officers and heads of departments or units may delegate their authority to employees within their departments or units, including any authority delegated to them by the Board.

**Sec. 2-14. Line Item Veto.** For any Board Report requesting authority for multiple actions/items/ transactions, the Board shall have the right, at its discretion, to strike or decline approval for any one or more action/item/transaction identified on such Board Report without voiding the remainder of the Board Report.

**Sec. 2-15. Reporting to the Board. (Repealed 08-25-10)**

**Sec. 2-16. Approval to Make Donations.** Donations may be issued to students enrolled in the Chicago Public Schools and third parties for the benefit of students enrolled in the Chicago Public Schools only upon approval by a majority vote of the Board. For purposes of this Rule, the term donation means the voluntary contribution of funds by the Board to one or more individual students enrolled in the Chicago Public Schools or a not-for-profit entity that provides services to or advocates on behalf of students enrolled in the Chicago Public Schools. Donations are not authorized by or subject to the provisions of Chapter VII. of these Rules.

### CHAPTER III ADMINISTRATIVE ORGANIZATION

**Sec. 3-1. Chief Executive Officer.** The Chief Executive Officer shall have all the duties and powers authorized by the Illinois School Code and all such additional duties and powers as may be granted by the Board of Education.

**Sec. 3-2. Law Department.** The General Counsel shall have charge and control, subject to the approval of the Board of Education, of the Law Department and of all litigation, legal questions, and such other legal matters as may be referred to the department by the Board of Education or by the Chief Executive Officer. The General Counsel shall have authority to issue legal opinions, to bring actions on behalf of the Board, to take any actions required by law and to settle any matter before the Law Department, including, but not limited to, federal and state court cases, administrative enforcement agency cases, workers' compensation claims, employment issues, and contract disputes, for a sum up to and including \$50,000, without Board approval. The General Counsel shall report any settlements in excess of \$10,000 to the Board in an appropriate manner on a monthly basis. The General Counsel shall also review all contracts, bonds, and leases subject to the exceptions noted in Section 7-15 herein.

Assistants and Deputies General Counsel shall work under the direction and supervision of the General Counsel and are expressly prohibited from performing legal work for or undertaking legal representation of any person or entity other than the Board of Education. Violation of the prohibition against outside practice by an Assistant or Deputy General Counsel shall constitute cause for immediate dismissal from employment.

**Sec. 3-3. Retention of Outside Legal Counsel.** The retention of outside legal counsel is reserved to the Board. Subject to approval by the Board, the General Counsel may retain outside legal counsel to appear in legal proceedings on his/her behalf or to provide other legal services to the Board. The General Counsel is also authorized to retain hearing officers, arbitrators, mediators, expert consultants and witnesses and court reporters and to authorize payment of fees, expenses and costs related to those retentions. Any actions taken pursuant to this section shall be reported to the Board on a monthly basis.

**Sec. 3-4. Payment of Judgments and Awards.** The General Counsel is authorized to approve payment of any judgments, awards, fines or penalties rendered against or imposed upon the Board when, in the opinion of the General Counsel, no further proceedings are justified. The General Counsel shall report payment of any judgments, awards, fines or penalties in excess of \$10,000 to the Board on a monthly basis.

**Sec. 3-5. Attorney's Appearance in Legal Proceedings.** The General Counsel shall appear for and protect the rights and interests of the Board of Education in all cases, suits, and proceedings brought by or against the Board of Education. The General Counsel also shall take all actions necessary to fulfill the Board's obligations pursuant to Section 105 ILCS 5/34-18.1 of the School Code. If a current or former member, officer or employee of the Board is required to appear in any matter or defend against or respond to any claim, in their individual or official capacity, the General Counsel may elect to represent such person, appoint outside counsel to represent such person or approve reimbursement of reasonable legal expenses and costs provided that the person was acting in the scope of the person's office or employment during the events giving rise to the matter or claim. No Board funds shall be expended for payment of legal services rendered on behalf of any person in the event the person is identified as the

target of a criminal investigation or upon the charge of such person by criminal complaint, information or indictment in criminal proceedings. Upon the conclusion of the criminal investigation or proceedings in which the person was a target or defendant, however, such person may request reimbursement of reasonable legal expenses and costs if such person has not been charged or has been acquitted or found not guilty or if all charges against such person in the action have been dismissed. All requests for reimbursement are subject to approval of the General Counsel and the Board.

**Sec. 3-6. Workers' Compensation - Authority to Make Statutory Payments.** The Chief Financial Officer or his designee shall have authority, in proper cases under the Workers' Compensation Act and Occupational Diseases Act as determined with advice of the General Counsel, to issue requisitions directing the payment of temporary total disability and statutory losses including statutory permanent total disability benefits to Board of Education employees who have sustained accidental injuries or incurred occupational diseases, and of medical and hospital expenses in such cases, without the adoption of Board Reports. Settlements of any Workers' Compensation claims shall be in accordance with Board Rule 3-2.

**Sec. 3-7. Administrative Organizational Units.** The Board of Education shall establish such administrative organization units as it may deem necessary or appropriate to ensure the effective and efficient operation of the system and determine the duties and functions of each. Chiefs, officers and the heads of departments shall be appointed by the Board in accordance with Chapter IV of these Rules.

**Sec. 3-8. Inspector General.** The Inspector General, who is appointed by the Mayor of the City of Chicago, shall investigate allegations of fraud, waste and financial mismanagement in the District by a Local School Council member or an employee, contractor or member of the Board or involving school projects managed or handled by the Public Building Commission and shall perform other duties requested by the Board including, but not limited to, investigations into employee misconduct, including allegations of criminal activity by employees. Based on the nature, extent or combination of allegations, the Inspector General may refer any matter involving allegations of fraud, waste, financial mismanagement, employee misconduct or employee criminal activity to another appropriate District department for investigation and handling. The Inspector General shall report on and make recommendations to the Board about the investigations completed by the Office of the Inspector General. From time to time the Board acknowledges by Board Resolution the Mayor's appointment of an individual to serve as Inspector General and the terms of that Resolution will be in full force and effect for the duration of the Inspector General's tenure unless further amended by the Board. Prior to the beginning of each fiscal year, the Board shall determine the budget allocation for operation of the Office of the Inspector General.

**Sec. 3-9. Internal Audits.**

a. The Chief Executive Officer or his/her designee is responsible for ensuring that internal audits are conducted and for the ongoing improvement of the internal audit process.

b. The Chief Executive Officer's or his/her designee's responsibilities shall include, but not be limited to (i) developing an annual internal audit plan for purposes of providing objective analyses, appraisal and evaluation of risks associated with fiscal and programmatic activities of the school district, (ii) determining that the school district is effectively allocating resources on programs, external activities, partnerships and consultants; (iii) ensuring the integrity of the financial reporting system and the efficacy of internal financial controls established to minimize waste and mismanagement; and (iv) recommending policies and systematic improvements regarding internal controls based upon audit analyses and findings.

c. The Chief Executive Officer or his/her designee will review the annual internal audit plan with the Inspector General to obtain recommendations for additional areas of audit and to avoid any audit duplication of any area or department designated for review in the annual internal audit plan.

d. The Chief Executive Officer or his/her designee shall report quarterly to the Board on the status of the internal audit process.

**CHAPTER IV  
BOARD EMPLOYMENT**

**Sec. 4-1. Delegation of Authority and Reporting to the Board.**

a. *Delegation to Chief Executive Officer or His/Her Designee.* Subject to the limitations set forth in the Illinois School Code, these Rules and the Board's Policies, and except as provided in Rule 4-1c below, the Chief Executive Officer and his/her designee(s) are hereby delegated the following authority with respect to Board employees, which may be exercised without Board action:

1. Except as provided in 4-1(c)(1) to hire, appoint, or promote based on merit employees upon his/her own recommendation or the recommendation of the Chief Talent Officer, General Counsel, the Chief Financial Officer, executive officers, officers or principals, and to establish eligibility criteria for hire, appointment or promotion;
2. To classify and reclassify employees;
3. To establish a schedule of basic salaries and wage rates, and to set compensation, wages and/or salary based on employee classifications or job titles or other criteria;

4. To establish policies with respect to overtime pay;
  5. To grant annual increases to wages and salary based on cost of living for employees not subject to a performance management program or merit pay plan and to grant or withhold annual increases to wages and salary based upon merit to employees subject to a performance management program or merit pay plan adopted by the Chief Executive Officer or designee;
  6. To establish employee benefit plans, including employee medical, dental and life insurance plans, disability plans, and tax-deferred savings plans, and the eligibility criteria for participation in those plans;
  7. To establish work schedules for all employees, including hours of work and days of work;
  8. To establish performance management procedures and evaluation procedures for all employees, including, but not limited to, teachers and principals;
  9. To grant paid time off for excused days, holidays, sick leave, parental leave, personal leaves or vacation;
  10. To grant voluntary leaves of absence to employees and to order involuntary leaves of absence for employees;
  11. To grant paid and unpaid leaves of absence to eligible employees in accordance with collective bargaining agreements, Board Rules and Policies;
  12. To establish employee discipline protocols and commence disciplinary or dismissal proceedings against employees;
  13. To demote, transfer, discipline or dismiss employees;
  14. *To lay off employees, reduce the Board's workforce, or alter compensation for employees;*
  15. To accept resignations and retirements from employees and to grant related revocations; and,
  16. To exercise all other authority over employees that is not specifically reserved for Board action.
- b. *Chief Executive Officer's Quarterly Workforce Planning Report.* The Chief Executive Officer or his/her designee(s) shall submit a quarterly workforce planning report (which shall be made public) to the Board that summarizes the previous quarter's workforce actions made by the Chief Executive Officer or his/her designee in accordance with Rule 4-1a, provided however, that the reason or cause for any employee dismissal shall not be made public.
- c. *Authority Reserved for Board Action.* The Board shall exercise all authority over the following employee matters, which authority is non-delegable under the Illinois School Code or which the Board has reserved to itself:
1. To appoint the Board Secretary, the Assistant Board Secretary, the Chief Executive Officer, the General Counsel, ~~deputies and assistants general counsel, the Chief Financial Officer,~~ executive officers, officers, and contract principals at schools with Appointed Local School Councils and contract principals at schools with Local School Councils that fail to directly select a principal in accordance with section 34-2.3(2) of the Illinois School Code;
  2. To establish salaries upon hire for the Board Secretary, the Assistant Board Secretary, the Chief Executive Officer, the General Counsel, ~~deputies and assistants general counsel, the Chief Financial Officer,~~ executive officers and officers;
  3. To dismiss the Board Secretary, the Assistant Board Secretary, the Chief Executive Officer, the General Counsel, ~~deputies and assistants general counsel, the Chief Financial Officer,~~ executive officers and officers upon majority vote of the full membership of the Board;
  4. To dismiss probationary appointed teachers in accordance with the Illinois School Code;
  5. To dismiss contract principals and tenured teachers for cause after adoption, modification or rejection of an Illinois State Board of Education hearing officer's recommendation;
  6. To terminate the contract of and to dismiss a contract principal upon recommendation of the Chief Executive Officer, after notice and a hearing, in accordance with the Section 5/34-8.3(d) of the Illinois School Code or, upon consent of the contract principal and the applicable Local School Council; and,
  7. To, upon recommendation of the Chief Executive Officer or his/her designee, dismiss for cause non-probationary ~~assistant principals~~ and educational support personnel whose employment is governed by collective bargaining agreements.

**Sec. 4-2. Collective Bargaining Agreements – Effect of Rules.** The Chief Executive Officer or his/her designee shall negotiate all collective bargaining agreements on behalf of the Board, and submit tentative agreements to the Board for adoption and approval. These Rules shall be construed consistently with any collective bargaining agreement entered into by the Board. Where a collective bargaining agreement is silent on a subject addressed by these Rules, these Rules shall control. In the event that a Rule is in direct conflict with a provision of a collective bargaining agreement, the provision of the collective bargaining agreement shall control, except where the provision of the collective bargaining agreement has been waived or declared void. Nothing in this Rule shall revive a provision of a collective bargaining agreement that was voided pursuant to 115 ILCS 5/4.5, as it existed from 1995 to 2003, unless revival of that provision has been specifically negotiated and agreed to by the Board. Nothing in this Rule shall affect the Board's rights or obligations with respect to permissive subjects of bargaining as set forth in 115 ILCS 5/4.5.

**Sec. 4-3. Categories of Board Employees.** Board employees shall be categorized as Teachers, Principals, Assistant Principals, Certificated Administrators, Educational Support Personnel, or Part-time/Seasonal Employees, as defined below. The Chief Executive Officer or his/her designee may create additional categories of employees, as he/she deems necessary. The Chief Executive Officer or his/her designee may create a classification system and job titles within employee categories for purposes of assignment, pay and benefits.

a. *Teachers.* Teachers are employees with teaching certificates issued by the Illinois State Teacher Certification Board, who are hired to perform instructional or related administrative services. Teachers shall be further categorized as follows:

1. *Appointed Teachers.* Appointed teachers are full-time teachers who are hired and assigned to vacant teaching positions. Appointed teachers shall be further classified as either tenured or probationary, as follows:

a. *Tenured Teachers.* Tenured teachers are either: 1) teachers who have been appointed to a teacher position, completed the statutory probationary period of continuous service as an appointed teacher necessary to attain tenure, and have not had a break in service or, 2) appointed teachers who lost their tenure but who meet the requirements to be reappointed with tenure set forth in subparagraph (a) (1) (a) (ii) of this Rule. For purposes of this Rule, a "teacher position" includes classroom teacher positions, city-wide teachers, lead teachers, librarians, guidance specialists, counselors, social workers, speech pathologists, school-based nurses, and psychologists. The Board may dismiss tenured teachers from Board employment only for just cause, in accordance with the Illinois School Code, and the Chief Executive Officer or his/her designee may lay off or otherwise remove tenured teachers from their positions in accordance with the Board's Rules and Policies.

i. *Loss of tenure.* A tenured teacher's right to contractual continued service or tenure is lost upon the occurrence of any of the following:

1. the tenured teacher's dismissal for cause;
2. the tenured teacher's resignation from his/her teacher position, which includes the tenured teacher's voluntary transfer from his/her teacher position to an educational support personnel employee, a certificated administrator, an assistant principal or an interim or contract principal position; and,
3. the tenured teacher's honorable dismissal from his/her teacher position.

ii. *Reappointment with Tenure.* Formerly tenured teachers who lost tenure under subparagraph (a)(1)(a)(i)(2) or (a)(1)(a)(i)(3) of this Rule shall be granted tenure upon reappointment to a teacher position under the following circumstances:

1. when the former tenured teacher is reappointed to a teacher position within one (1) calendar year from the effective date of his/her resignation;
2. when the former tenured teacher lost tenure by accepting a position as an educational support personnel, a certificated administrator, an assistant principal or an interim or contract principal and he/she is reappointed to a teacher position without a break in service to the Board of Education; and,
3. when the former tenured teacher is reappointed to a teacher position within two (2) calendar years of his/her honorable dismissal. Nothing in this Section shall be construed to guarantee reappointment to a teacher position or to alter the status of employees, including formerly tenured teachers, employed as an educational support personnel employee, a certificated administrator, an assistant principal or an interim or contract principal.

b. *Probationary Appointed Teachers.* Probationary appointed teachers are either: (1) newly appointed teachers who have not completed the statutory probationary period of continuous service necessary to attain tenure; or, (2) formerly tenured teachers who have had a break in service, been reappointed and have not completed the statutory probationary period of continuous service necessary to attain tenure since their reappointment. Probationary appointed teachers are appointed on an annual basis and their continued employment is conditioned on the Chief Executive Officer's recommendation to reappoint them each year in accordance with Board Rules. Probationary appointed teachers may be dismissed from Board employment, or may be laid off or not reappointed in accordance with the Illinois School Code and Board Rules and Policies. Probationary appointed teachers become tenured teachers after serving the statutory period of continuous service necessary to attain tenure in accordance with collective bargaining agreements.

2. *Temporarily Assigned Teachers.* Temporarily assigned teachers are certified teachers who are not appointed to a full-time, permanent position, but are employed on a temporary, provisional or conditional basis, as follows:

a. Regularly certified teachers assigned to fill a full-time teaching position, which is encumbered by an appointed teacher, but which has become temporarily vacant as a result of a leave taken by the appointed teacher; or

b. Teachers with provisional or conditional teaching certificates who are assigned to fill a full-time, vacant teaching position pending receipt of full teaching certification.

3. *Substitute Teachers.* Substitute teachers are teachers who are not appointed but are, at a minimum, certified by the Illinois State Board of Education to substitute teach and serve on a temporary basis, as follows:

a. *Day-to-Day Substitute Teachers.* Day-to-day substitute teachers are employed on a day-to-day basis to fill temporary, day-to-day vacancies, as needed, with no guarantee of daily assignments. Day-to-day substitute teachers may not be assigned to fill the same position on a day-to-day basis for more than twenty (20) consecutive student attendance days. Day-to-day substitutes may be classified as regular day-to-day substitutes or provisional day-to-day substitutes, based upon their type of certification.

b. *CADRE Substitute Teachers.* CADRE substitute teachers are employed on a full-time and year-to-year basis. They are entitled to receive daily assignments for each student attendance day throughout a school year in which they are employed. CADRE substitutes may only be assigned to fill the same position for up to twenty (20) consecutive student attendance days. The employment of a CADRE substitute teacher terminates at the end of each school year and must be renewed by assignment annually, except that the employment of a CADRE substitute teacher who: 1) is a displaced temporarily assigned teacher due to a position closing; and 2) has been a CADRE substitute teacher for less than twelve (12) continuous months since his/her displacement as a temporarily assigned teacher will terminate at the end of the school year following twelve (12) continuous calendar months from his/her assignment as a CADRE substitute teacher.

4. *Half-Time Teachers.* Half-time teachers are regularly certified to teach by the Illinois State Board of Education, and are employed on a half-time basis.

b. *Principals.* Principals are full-time employees with administrative certificates/licenses issued by the Illinois State Board of Education who are hired to act as the instructional and administrative leader of one or more student attendance centers. Principals are classified as follows:

1. *Contract Principals.* A contract principal is appointed from an eligibility list maintained by the Board. A contract principal shall be hired under a contract with a duration of four (4) years, which shall be terminable for various causes, including removal of the contract principal under section 5/34-8.3 of the Illinois School Code. A contract principal has the powers and authority of a principal provided in the Illinois School Code. A contract principal may be removed and replaced and/or dismissed from employment and his/her contract terminated, as provided by the principal's contract and/or Board Rules and Policies, and the Illinois School Code, and in accordance with the procedures set forth in the Board's Employee Discipline and Due Process Policy and the Illinois School Code.

2. *Interim Principals.* An interim principal is a temporary principal whom the Chief Executive Officer or his/her designee may assign to a student attendance center for either up to one (1) year or until a student attendance center's Local School Council selects a contract principal, whichever comes first; or, in the case of a student attendance center on probation, where the Local School Council does not possess the authority to select a contract principal, for an indeterminate period until the student attendance center is removed from probation status under the Board's policy on probationary schools, or in the case of a newly established school, for an indeterminate period until the school has a duly constituted Local School Council or an Appointed Local School Council. An interim principal may exercise all of the powers and authority of a contract principal. The Chief Executive Officer or his/her designee may remove an interim principal at his/her discretion.

3. *Acting Principals.* An acting principal is a temporary principal who does not have a contract and is assigned to a student attendance center by the Chief Executive Officer or his/her designee for a period of up to one hundred (100) school days to fill a temporary vacancy in a student attendance center's principalship. Where a tenured teacher is made acting principal, the tenured teacher shall be returned to his/her former position upon removal from the acting principalship. An acting principal may not dismiss or seek the dismissal of an assistant principal, teacher or any educational support personnel employee assigned to the school to which they are appointed without the prior approval of the Chief Executive Officer or his/her designee. The Chief Executive Officer or his/her designee may remove an acting principal at his/her discretion.

c. *Assistant Principals.* Assistant principals are full-time employees with administrative certificates/licenses issued by the Illinois State Board of Education who are recommended for hire by a contract principal, interim principal or, where there is no contract or interim principal, assigned by the Chief Executive Officer or his/her designee, to assist contract, interim or acting principals in the performance of their duties as the instructional and administrative leader of a student attendance center. Assistant principals may be assigned direct instructional responsibilities. Assistant principals are further categorized as follows: may be displaced (i) annually at the end of a fiscal year, (ii) at the expiration of the principal's contract, (iii) upon the resignation or retirement of the contract principal, (iv) upon the removal or dismissal of the contract principal, or (v) upon the termination of the interim principal's assignment to the attendance center. The displacement notice and benefits afforded to assistant principals shall be established by the Chief Executive Officer or his/her designee. Assistant principals may further be dismissed at any time pursuant to Board Rules or Policies. The Chief Executive Officer or his/her designee shall establish transition rules for former quota assistant principals.

~~1. *Quota Assistant Principals.* Quota assistant principals are Board-funded assistant principals who are recommended for hire by a contract or interim principal and whose term of assignment as a quota assistant principal ends at the expiration of the contract principal's contract, the retirement of the contract principal, the removal or dismissal of the contract principal, or the termination of the interim principal's assignment to the student attendance center. Quota assistant principals whose term of assignment ends under this Rule shall be displaced in accordance with the Board's Assignment and Appointment of Teachers and Principals Policy.~~

~~2. *Discretionary Assistant Principals.* Discretionary assistant principals are assistant principals, funded by discretionary funds, who are recommended for hire by a principal and who serve on a year-to-year basis. Discretionary assistant principals may be displaced in accordance with the Board's Assignment and Appointment of Teachers and Principals Policy.~~

d. *Certificated Administrators.* Certificated administrators are full-time employees who hold administrative certificates/licenses issued by the Illinois State Board of Education, other than principals and assistant principals, who are assigned to administrative positions without direct instructional duties. Certificated administrators are "members of the teaching force" for purposes of the Illinois Pension Code. Certificated administrators are employed at-will.

e. *Educational Support Personnel or Paraprofessional and School-Related Personnel.* Educational support personnel or paraprofessional and school-related personnel are full or part-time employees who are not required to have teaching or administrative certificates/licenses issued by the Illinois State Board of Education to perform the duties of their position. Educational support personnel and paraprofessional and school-related personnel are employed at-will, unless the Board has entered into a specific agreement granting a particular class of educational support personnel a property interest in their employment by the Board.

f. *Part-Time/Seasonal Employees.* Part-Time/Seasonal Employees are employed at will on a seasonal, casual, short-term and/or temporary basis and are ineligible for employee benefits, including but not limited to paid sick, personal and vacation benefit days and any Board-sponsored employee health, dental, life or other benefit program. Part-Time/Seasonal Employees shall not work more than twelve hundred (1200) hours in a calendar year. Part-Time/Seasonal Employees shall be members of the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund of Chicago except for the following groups of Part-Time/Seasonal Employees:

1. Individuals employed for less than seven hundred (700) hours in any calendar year, if paid on an hourly basis; or
2. Individuals employed for less than four (4) months, if paid on monthly basis; or
3. Individuals employed for less than one hundred (100) days, if paid on daily basis; or
4. Individuals employed by another unit of local government and, in connection with that employment, are participating in or receiving an annuity from one of the following City of Chicago municipal pension funds: the Municipal Employees' Officers' and Officials' Annuity and Benefit Fund of Chicago, and the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of the City of Chicago, Policemen's Annuity and Benefit Fund of the City of Chicago, Firemen's Annuity and Benefit Fund of the City of Chicago; or,
5. Individuals receiving a pension or annuity, other than widow's or child's annuity, from the Chicago Teachers Pension Fund, who are employed in a capacity for which the Board requires certification from the Illinois State Board of Education.

In accordance with P.A. 97-0912, the Board shall not re-employ an individual receiving a pension or annuity from the Chicago Teachers Pension Fund as a teacher (as defined the Illinois Pension Code) on a temporary and non-annual basis or on an hourly basis unless the person: (1) does not work as a teacher for compensation on more than 100 days in a school year, and (2) does not accept gross compensation for the re-employment in a school year in excess of (i) \$30,000, or (ii) in the case of a person who retires with at least 5 years of service as a principal, an amount that is equal to the daily rate normally paid to retired principals multiplied by 100. Effective October 1, 2007, the Board shall not employ a retired Board employee who is drawing an annuity from the Municipal Employees' Officers' and Officials' Annuity and Benefit Fund of Chicago as an employee in the category of part-time/seasonal employees.

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

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

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

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

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

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

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

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

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

Board Policies and procedures, shall be excluded from consideration for employment. Employees who violate this Rule shall be dismissed from employment.

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

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

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

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

m. *Obligation to Cooperate in Inspector General Investigations and to Answer Inspector General's Questions.* All employees are obligated to cooperate with the Board's Inspector General in investigations or inquiries conducted by the Inspector General as required by 105 ILCS 5/34-13.1. Employees who are interviewed by the Inspector General or his/her authorized agents and who are given a notice of administrative rights by the Inspector General or his/her agents are directed by the Board of Education to answer all questions by the Inspector General. Employees who receive a notice of administrative rights from the Inspector General or his authorized agents may not refuse to answer questions based upon the assertion of that employee's privilege against self-incrimination. Any employee who refuses to answer questions by the Inspector General or his authorized agents after receiving a notice of administrative rights shall be considered flagrantly insubordinate and to have grossly disrupted the educational process within the meaning of the Employee Discipline and Due Process Policy. In addition to the penalties set forth in 105 ILCS 5/34-13.1, any employee who refuses to answer the questions of the Inspector General or his authorized agent after receipt of a notice of administrative rights shall be subject to dismissal from Board employment in accordance with the Employee Discipline and Due Process Policy.

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

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

#### **Sec. 4-5. Hiring, Appointment and Status of Employees.**

a. *Hiring and Appointment of Employees.* The Chief Executive Officer or his/her designee shall establish the hiring selection process and procedures, hire, appoint and assign employees, except those management level employees reserved for the Board in Board Rule 4-1(c). The Board and/or the Chief Executive Officer or his/her designee may establish policies and eligibility criteria for the appointment of employees.

b. *Status of Employees.* All employees shall serve at the pleasure of the Board and shall be considered at-will employees unless a statute or Board agreement or Board Rule expressly provides to the contrary.

**Sec. 4-6. Layoff of Employees and Reductions in Force.** The Chief Executive Officer shall decide whether and when a layoff of employees or a reduction in the Board's workforce should occur. The decision to lay off employees or conduct a reduction in force may be based upon enrollment projections, reorganizations, and/or budgetary, financial, and/or operational needs. The Chief Executive Officer or his/her designee shall implement such layoffs or reductions in force. Selection of employees for layoff who are covered by collective bargaining agreements shall be in accordance with such collective bargaining agreements and the Board's layoff policies.

#### **Sec. 4-7. Discipline and Dismissal of Employees.**

a. *Discipline of Employees.* The CEO or designee shall establish employee discipline protocols for employees who are not subject to a collective bargaining agreement and also not subject to an employee discipline policy adopted by the Board. Such employee discipline protocols shall set forth the procedures for administering such employee discipline. Principals, school-based supervisors, officers, heads of general departments now in existence or hereafter established, nonschool based supervisors, the Chief Executive Officer or his/her designee or the General Counsel may discipline employees in accordance with the applicable employee discipline policy adopted by the Board, the applicable collective bargaining agreements, and the provisions of the or employee discipline protocols established by the CEO or designee Employee Discipline and Due Process Policy, as it exists now, or as it may hereafter be amended.

b. *Dismissal of Employees.*

1. *Dismissal of Management Level Employees, Including Chief Executive Officer, Executive Officers, Officers, the General Counsel, and Heads of Departments, and Directors.* The Board may dismiss management level employees, including executive officers, officers, the General Counsel, and heads of departments, and directors, either upon recommendation of the Chief Executive Officer and a majority vote of the full membership of the Board, or upon majority vote of the full membership of the Board.

2. *Dismissal, Non-Renewal and Reappointment of Probationary Appointed Teachers.* Upon recommendation of the Chief Executive Officer, the Board shall dismiss or deny reappointment for the next school year to a probationary appointed teacher, as follows:

- a. Principals may recommend to the Chief Executive Officer the non-renewal of a probationary teacher's appointment for the following school year provided that they must provide a reason to the Chief Executive Officer for the non-renewal. The Chief Executive Officer may accept or reject the principal's recommendation. If the Chief Executive Officer accepts the recommendation to non-renew a probationary appointed teacher, the Chief Executive Officer shall recommend that the Board non-renew and dismiss the probationary appointed teacher and provide the Board the reasons for that recommendation, which shall not be made public. The Chief Executive Officer or his/her designee shall notify probationary appointed teachers of non-renewal no later than thirty (30) calendar days before the end of the school year. In the case of non-renewed probationary appointed teachers, the Chief Executive Officer's or designee's notice of non-renewal shall notify the probationary appointed teacher of the reason(s) for nonrenewal.
- b. If a probationary appointed teacher engages in misconduct, or the principal is not satisfied with the probationary appointed teacher's performance, the principal may recommend that the probationary appointed teacher be dismissed before the end of the school year in accordance with procedures established by the Chief Executive Officer or designee. If the Chief Executive Officer agrees with the principal's recommendation, he or she shall recommend that the Board dismiss the probationary appointed teacher, and provide the Board the reasons for that recommendation.
- c. Probationary appointed teachers shall be deemed reappointed from school year to school year unless the Chief Executive Officer or designee notifies the probationary appointed teacher that he or she will not be reappointed in accordance with this Rule.

3. *Dismissal of Other Probationary Employees, Part-Time/Seasonal Employees, and At-Will Educational Support Personnel and Assistant Principals.* The Chief Executive Officer or his/her designee may dismiss at-will employees, including but not limited to probationary employees and managerial, supervisory and confidential educational support personnel, and part-time/seasonal employees and assistant principals, in accordance with the applicable provisions of the Board's Employee Due Process and Discipline Policy, as it exists at the time of the adoption of this Rule, or as it may hereafter be amended. Nothing in the Board's employee discipline policy or the employee discipline protocols established by the Chief Executive Officer or his/her designee Board's Employee Due Process and Discipline Policy, as it exists at the time of the adoption of this Rule, or as it may hereafter be amended, shall confer, or be construed to confer, upon probationary employees or other at-will employees a property interest in Board employment or an expectation of continued Board employment.

4. *Dismissal of Assistant Principals and Educational Support Personnel Covered by Collective Bargaining Agreements.* Upon recommendation of the Chief Executive Officer or his/her designee, the Board may dismiss assistant principals and educational support personnel covered by collective bargaining agreements for cause in accordance with the applicable provisions of the Board's Employee Due Process and Discipline Policy, as it exists at the time of the adoption of this Rule, or as it may hereafter be amended.

5. *Dismissal of Contract Principals.* Contract principals may be dismissed from Board employment and their contracts terminated prior to the agreed upon end of their contract, as follows:

- a. In accordance with section 34-85 of the Illinois School Code (105 ILCS 5/34-85), and applicable provisions of the Board's discipline policy Employee Discipline and Due Process Policy, as it exists at the time of the adoption of this Rule, or as it may hereafter be amended, the Board may dismiss a contract principal for cause after a hearing before an Illinois State Board of Education ("ISBE") hearing officer. In deciding whether to dismiss a contract principal, the Board shall consider the hearing officer's recommendation, any arguments made by the Chief Executive Officer or his/her designee or the contract principal with respect to the ISBE hearing officer's recommendation and other material necessary to make an informed decision. The Board may adopt, modify or reject the ISBE hearing officer's recommendation, and enter orders it deems appropriate under the circumstances.
- b. Upon recommendation of the Chief Executive Officer, after hearing, the Board may remove, replace and dismiss contract principals and terminate their contracts in accordance with the principal's contract and the provisions of 105 ILC 5/34-8.3.

6. *Dismissal of Tenured Teachers.* In accordance with section 34-85 of the Illinois School Code (105 ILCS 5/34-85) and applicable provisions of the Employee Discipline and Due Process Policy as it exists at the time of the adoption of this Rule or as it may hereafter be amended, the Board may dismiss a tenured teacher for cause after a hearing before an Illinois State Board of Education ("ISBE") hearing officer. In deciding whether to dismiss a tenured teacher, the Board shall consider the hearing officer's recommendation, any arguments made by the Chief Executive Officer or the contract principal with respect to the ISBE hearing officer's recommendation and other material necessary to make an informed decision. The Board may adopt, modify or reject the ISBE hearing officer's recommendation, and enter orders it deems appropriate under the circumstances.

c. *Suspension Pending Investigation and/or a Discharge or Dismissal Hearing.* Where the Chief Executive Officer or his/her designee, or the General Counsel, deems it to be in the best interests of the Board, the Chief Executive Officer or his/her designee may remove an employee from active employment with pay, or may suspend an employee without pay pending an investigation and/or dismissal hearing in accordance with applicable provisions of the Employee Discipline and Due Process Policy, as it exists at the time of adoption of this Rule, or as it may hereafter be amended. (i) the employee discipline policy adopted by the Board if applicable, (ii) the applicable collective bargaining agreement or, if (i) and (ii) are not applicable, the employee discipline protocols established by the CEO or designee.

**Sec. 4-8. Hours of Work.** The Chief Executive Officer or his/her designee shall assign employees to work full- or part-time schedules, consistent with their job category, in accordance with applicable collective bargaining agreements and this Rule.

a. *Teachers.*

1. *Full-Time Teachers.* Full-time teachers shall be assigned to work a minimum of seven (7) hours per day, including lunch, break times and preparation times, five (5) days per week, for a minimum of 190 days per year, inclusive of vacations periods.
2. *Half-Time Teachers.* Half-time teachers shall be assigned to work no more than one-half (½) of a full-time teacher's schedule.

b. *Non-Exempt Educational Support Personnel.* Educational support personnel may be employed on either a full-time or part-time basis. Full-time educational support personnel, who are classified as non-exempt under the United States Fair Labor Standards Act and the Illinois Minimum Wage Law, shall work a minimum of seven (7) hours and forty-five (45) minutes per day (7.75 hours), including a lunch and break times, five (5) days per week, and 38.6 weeks per year.

c. *Other Exempt Employees.* Employees who are classified as exempt under the United States Fair Labor Standards Act are subject to principles of public accountability, as defined by the United States Fair Labor Standards Act. Exempt employees are required to work as necessary to fulfill all of their duties and responsibilities, and full-time, exempt employees are required, at a minimum, to be performing their duties during the normal hours of operation of their assigned student attendance center or department.

d. *Part-Time/Seasonal Employees.* Part-time/seasonal employees may be employed on either a full-time or part-time basis or full-time seasonal or temporary basis in accordance with Board Rule 4-3.

**Sec. 4-9. Overtime Premium Pay - Timekeeping – Public Accountability - No Compensatory Time Banks.** The Chief Executive Officer or his/her designee shall designate all employee classifications and job titles as exempt or nonexempt in accordance with the United States Fair Labor Standards Act and the Illinois Minimum Wage Law.

a. *Non-Exempt Positions.* Employees who occupy non-exempt positions shall account for all hours worked on electronic timekeeping systems maintained by the Board, or alternative systems approved by the Chief Executive Officer or his/her designees. Non-exempt employees shall be paid for all hours worked in excess of forty (40) hours in a workweek in accordance with applicable law or as provided in applicable collective bargaining agreements.

b. *Teachers.* Teaching positions are exempt positions. Teachers shall be required to account for the hours that they are scheduled to be at the student attendance center and shall be required to use appropriate available accumulated sick or personal business benefit days for full or partial day absences.

c. *Other Exempt Positions.* Employees who occupy other exempt positions shall be required to account for their presence at work on each work day. Said employees must adhere to principles of public accountability, and may be docked for full days of absence. Other exempt employees shall also use accumulated sick, personal or vacation benefit time for full days of absence. Said employees shall not be required to use accumulated benefit time for partial days of absence.

d. *Timekeeping.* The Chief Executive Officer or his/her designee shall establish procedures for electronic timekeeping, which shall be the primary means for keeping employees' time. Nothing in this Rule shall prevent the Chief Executive Officer, the General Counsel, a department head or supervisors from establishing additional or alternative timekeeping methods if operational needs require them.

e. *No Banks of Compensatory Time In Lieu of Overtime.* Non-exempt employees shall not accumulate compensatory time off in lieu of overtime.

**Sec. 4-10. Holidays.**

a. *Holidays.* Employees otherwise scheduled to work shall not be scheduled to work on Board holidays, except as necessary for the security and maintenance of facilities. Holidays that fall on a Sunday shall be observed on the Monday following the holiday. Holidays that fall on a Saturday shall not be observed.

b. *Holiday Pay and Conditions for Holiday Pay.* Employees, other than substitute teachers, and part-time/seasonal employees, shall be paid their regular pay for the holiday. In the case of teachers, "regular pay" includes pay for extended day and regularly scheduled classes authorized on an overtime basis. To be eligible for holiday pay, employees must work either the day before or the day after the holiday, unless the employee has been approved to use sick or vacation benefit time on those days, except that appointed and temporarily assigned teachers and principals who are appointed or assigned on the day after Labor Day shall be eligible for holiday pay for the Labor Day holiday. Other eligibility requirements may be established by collective bargaining agreements or Board policies.

c. *Teachers' Religious Holidays.* Appointed teachers shall be granted up to three (3) non-attendance days with pay in a school year for the observance of religious holidays, which shall not be considered an absence, provided that:

1. The appointed teacher must give written notice to the school principal at least two (2) days in advance of non-attendance for the religious holiday; and
2. The cost of providing a substitute teacher shall be deducted from the appointed teacher's pay.

**Sec. 4-11. Employee Benefit Days and Paid Excused Days.** The Board shall establish sick (including short-term disability and maternity), parental, personal business and vacation leave policies for employees, other than substitute teachers and part-time/seasonal employees, which shall set forth rules for the accrual, accumulation and payout upon termination of employment of sick, parental, personal business and vacation benefits days. The Chief Executive Officer or his/her designee shall have the authority to grant paid excused days off to employees.

**Sec. 4-12. Family and Medical Leaves of Absence --~~FMLA Leaves and Supplementary Family and Medical Supplemental Leaves.~~**

a. *Applicability of Rule.* This Rule applies to all Board employees.

b. *Types of Family and Medical Leaves Authorized by this Rule.* The Board shall establish policies for Family and Medical Leave Act ("FMLA") leaves and supplemental ~~for supplementary family and medical~~ leaves, including, child-rearing leaves, personal illness leaves, and family illness leaves. Said policies shall establish eligibility criteria for leaves, leave duration, any employee rights to return to a position at termination of leave, and rights to pay during leave. Notwithstanding anything in these leave policies to the contrary, principals and assistant principals shall only have position protection during the first twelve (12) workweeks of FMLA leave and will not have position protection during any supplemental leave.

c. *Coordination with Other Laws, Regulations and Policies.* All leaves granted under this Rule to employees eligible for an FMLA leaves shall be designated as an FMLA leaves for the first twelve (12) workweeks of the leave during any twelve (12) month period. The Chief Executive Officer or his/her designee shall make the FMLA leaves retroactive to the first day of an employees' continuous absence prior to the employee's request for the FMLA leave except where the employee has previously provided the Chief Executive Officer or his/her designee with the information sufficient for the Chief Executive Officer or his/her designee to make a determination that the leave qualifies as an FMLA leave and the Chief Executive Officer or his/her designee has failed to designate the leave as FMLA, in which case the FMLA leave shall commence on the date the employee submits an application for FMLA leave to the Chief Executive Officer or his/her designee. FMLA leaves shall be concurrent with any other leave authorized by this Rule.

d. *Coordination of Leaves.* All leaves the Chief Executive Officer or his/her designee grant under this Rule to employees eligible for an FMLA leaves shall be designated as an FMLA leaves for the first twelve (12) workweeks of the leave during any twelve (12) month period. The Chief Executive Officer or his/her designee shall make the FMLA leaves retroactive to the first day of an employees' continuous absence prior to the employee's request for the FMLA leave except where the employee has previously provided the Chief Executive Officer or his/her designee with the information sufficient for the Chief Executive Officer or his/her designee to make a determination that the leave qualifies as an FMLA leave and the Chief Executive Officer or his/her designee has failed to designate the leave as FMLA, in which case the FMLA leave shall commence on the date the employee submits an application for the FMLA leave to the Chief Executive Officer or his/her designee. FMLA leaves shall be concurrent with any other leave authorized by this Rule.

e. *Effect of Leave on Probationary Periods.* Any probationary appointed teacher granted a leave of thirty (30) or more consecutive calendar days, including an FMLA leave, shall have his/her probationary period extended by the duration of the leave granted under this Rule. This Rule shall not apply to intermittent leaves.

f. *Leave Required.* Any employee subject to this Rule shall be required to seek a leave if the employee is absent from work or anticipates that he/she will be absent from work for more than ten (10) consecutive workdays, or if the employee anticipates the need for an on-going, intermittent leave. The Chief Executive Officer or his/her designee may seek to discipline or dismiss an employee who fails to apply for a leave under this Rule ~~in accordance with the Board's Employee Discipline and Due Process Policy.~~

g. *Medical Certification for Leave.* All requests for leave or, where available, requests for leave extensions, must be supported by a certification from an appropriately licensed health-care provider. In accordance with applicable law, the Chief Executive Officer or his/her designee may require that an employee seeking a leave or on a leave to submit to periodic evaluation by an appropriately licensed health-care provider regarding the necessity of a leave or continued necessity of a leave.

1. In cases of a dispute regarding the necessity of a leave, the Chief Executive Officer or his/her designee shall direct an employee to submit to an evaluation by an appropriately licensed healthcare provider and request the health-care provider's opinion regarding the necessity of a leave.
2. Where appropriately licensed health-care providers issue conflicting opinions or certifications regarding the necessity for a leave, the Chief Executive Officer or his/her designee shall direct the employee to submit to an evaluation of a third appropriately licensed health-care provider, whose opinion and certification regarding the necessity for a leave will be controlling.

- a) The employee or his/her healthcare provider shall select the third health-care provider from a list maintained by the Chief Executive Officer or his/her designee.
- b) The cost of the evaluation and opinion by the third healthcare provider shall be borne by the Board.

3. An employee's failure or refusal to submit to any evaluation directed by the Chief Executive Officer or his/her designee or to cooperate in the evaluation or the health-care provider's selection shall be grounds for discipline or dismissal from employment.

4. Where the health-care provider's opinion is that the employee should be on a leave, the health-care provider shall establish a date for re-evaluation to determine the continued necessity of the leave.

*h. Maintenance of Insurance Benefits During Leaves.* An employee granted a leave under this Rule shall maintain all insurance benefits during his/her leave provided that the employee pays the employee's premium contribution for the insurance.

*i. Prohibition Against Secondary Employment During Certain Leaves of Absence.* Employees who are granted a leave of absence for their own serious medical condition or their own personal illness under this Rule shall not work secondary employment during the period of the leave, including any leave extension.

**Sec. 4-13. Involuntary Personal Illness Leaves – Fitness for Duty Leaves.** The Chief Executive Officer or his/her designee shall have the authority to place an employee on an involuntary illness leave if the Chief Executive Officer or his/her designee determines that the employee's physical or mental health renders the employee unfit to perform the duties of the employee's position.

*a. Examination of Employees Deemed Unfit for Duty.* The Chief Executive Officer or his/her designee may require employees whose fitness for duty is at issue to submit to examinations and evaluations by appropriately licensed health-care providers to determine the employee's fitness to perform his or her duties.

*b. Involuntary Personal Illness Leave for Employees Determined to be Unfit for Duty.* If an employee is determined to be unfit to perform the employee's duties, the employee shall be placed on an involuntary personal illness leave and shall have all the same rights afforded to employees on voluntary personal illness leaves in accordance with the applicable personal illness leave policy.

*c. Disputes Over Fitness for Duty.* If an employee who is placed on an involuntary personal illness leave disputes the appropriately licensed healthcare provider's determination that he/she is unfit to perform his/her duties, the employee must submit an opinion from another appropriately licensed health-care provider that he/she is fit for duty, and the resulting dispute shall be resolved in accordance with the provisions of Rule 4-12(g).

*d. Duration of Involuntary Personal Illness Leave.* An involuntary personal illness leave shall have a duration of no more than twenty-five (25) work months.

*e. Termination of Involuntary Personal Illness Leave.* An involuntary personal illness leave shall terminate on the earlier of: 1) certification that the employee is fit for duty by an appropriate health-care professional approved by the Chief Executive Officer or his/her designee, or, 2) the expiration of twenty-five (25) work months.

*f. Tenured Teachers and Contract Principals Who Remain Unfit for Duty at the Expiration of Twenty-Five (25) Work Months.* If, after the expiration of twenty-five (25) work months on an involuntary personal illness leave, a tenured teacher or a contract principal remains unfit for duty, the tenured teacher or contract principal shall be dismissed in accordance with the Illinois School Code and the Employee Discipline and Due Process Policy. For purposes of this Rule, an employee who has remained unfit for duty due to a mental or physical incapacity for six (6) or more work months shall not be deemed to be suffering from a temporary mental or psychological impairment, as defined by the Illinois School Code, and nothing in this Rule shall prevent the Board from dismissing a tenured teacher or a contract principal who has been mentally or psychologically incapacitated for more than six (6) months.

*g. All Other Employees Who Remain Unfit for Duty at the Expiration of Twenty-Five Work Months.* If, after the expiration of twenty-five (25) work months on an involuntary personal illness leave, an employee, other than a tenured teacher or a contract principal, remains unfit for duty and is not collecting a permanent disability pension from the Chicago Municipal Employees Annuity Fund, the employee shall be deemed absent without leave and honorably terminated in accordance with the Employee Discipline and Due Process Policy. For purposes of this Rule, an employee who has remained unfit for duty due to a mental or psychological impairment for six (6) or more work months shall not be deemed to be suffering from a temporary mental or psychological impairment, as defined by the Illinois School Code, and nothing in this Rule shall prevent the Board from dismissing an employee who has been mentally or psychologically incapacitated for more than six (6) months.

**Sec. 4-14. Other Leaves with Pay.** Except as otherwise provided in this Rule, the Chief Executive Officer, or his/her designee, may grant leaves with pay to eligible employees, as set forth in this Rule. The Chief Executive Officer or his/her designee shall establish the procedures for applying for paid leaves under this Rule, which may include additional procedural eligibility criteria. Employees granted leaves

under this Rule shall continue to be eligible to participate in employee health and dental benefit plans, provided that they pay any required employee premium contributions to maintain those benefits. Nothing in this Rule shall be construed to grant a contract principal a leave of absence beyond the termination date of the contract principal's contract, or to extend the termination date of the principal's contract.

a. *Military Leave*

1. *Eligibility.* The Chief Executive Officer or his/her designee shall grant military leaves or reserve military leaves to full-time employees for any period the full-time employee spends in military service, including basic training, special or advanced training, and annual training, whether or not within the State of Illinois, and whether or not voluntary.
2. *Seniority and Benefits During Military Leave.* An employee on any military leave provided in this Rule shall continue to accrue seniority and other benefits.
3. *Pay During Military Leave.*
  - a. *Annual Training.* Any full-time employee granted a leave of absence for annual training under this Rule shall receive his regular compensation.
  - b. *Basic, Special or Advanced Training.* During the first sixty (60) days of military leave for basic, special or advanced training, an employee will receive the employee's regular compensation minus the amount of his/her base pay for military activities.
4. *Return to Work at Conclusion of Leave.* An employee, other than a part-time/seasonal employee, who is granted a military leave under this Rule and who: (1) receives a certificate described in section 9(a) of the Military Selective Service Act, 50 USCS Appx. § 459(a) (relating to the satisfactory completion of military service); and (2) makes application for reemployment within ninety (90) days after the employee is relieved from such training and service or from hospitalization continuing after discharge for a period of not more than one year, the employee shall be returned to work, as follows: a. if qualified to perform the duties of his/her former position, the employee shall be reinstated to his/her former position or a position of like seniority, status or pay; or b. if not qualified to perform the duties of his/her former position due to a disability sustained during the military leave, the employee will be offered a vacant position for which he/she is qualified.

b. *Bereavement Leave.* The Chief Executive Officer or his/her designee shall grant employees, other than substitute teachers, and part-time/seasonal employee, paid bereavement leaves, as follows:

1. A leave not to exceed ten (10) week days, including holidays and layoff days, at the death of the eligible employee's parent, spouse, domestic partner, grandparent, child, brother, or sister of the employee, or step-parent married to a parent of the employee, provided that the last five (5) days of such a leave shall be applied against the employees' sick leave bank; and
2. A leave not to exceed five (5) week days, including holidays and layoff days, at the death of the eligible employee's grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nephew, niece, uncle, aunt, or first cousin of the employee, provided that all days of such leave shall be applied against the employee's sick leave bank.

c. *Jury Duty Leave.* The Chief Executive Officer or his/her designee shall grant employees, other than day-to-day substitute teachers, and part-time/seasonal employee, a paid leave of absence when summoned for jury duty, provided that the amount of jury duty pay shall be deducted from the employee's pay for each day of jury duty. Day-to-day substitute teachers, and part-time/seasonal employee shall be excused from work without pay when summoned for jury duty. The provisions of this Rule shall be applicable during summer school assignments.

d. *Court Attendance Leave.* The Chief Executive Officer or his/her designee shall grant employees a paid leave of absence for court attendance when:

1. the employee is required to attend court, or other judicial proceedings, in connection with litigation in which school interests or records are involved, or when the State of Illinois, the City of Chicago, or the Board is a party and the employee is not personally interested in the outcome of the litigation; or
2. the employee is subpoenaed to appear in court within Cook County, Illinois, in a matter in which the employee has no personal interest in the outcome of the case, in which case, the subpoena fee shall be deducted from the employee's pay.

e. *Conference Leave.* The Chief Executive Officer or his/her designee shall grant an employee, other than substitute teachers, or part-time/seasonal employee, paid conference leave to attend professionally-related conferences, meetings, workshops, conventions, or commencement exercises for the employee, if in the Chief Executive Officer or his/her designee's judgment, the employee's attendance is beneficial or related to the work of the schools.

f. *Sabbatical Leave for Appointed Teachers, and Principals.* The Chief Executive Officer or his/her designee may grant paid leaves of absence to tenured teachers, who have completed six (6) continuous years of satisfactory service, for the purposes of resident study, travel or other purposes, for a period of at least five (5) months but no more than ten (10) school months (equivalent to one continuous semester or one continuous school year respectively), if the Chief Executive Officer or designee determines that the leave will improve the service of the teacher or contract principal to the public schools. Eligibility for and the terms and conditions of sabbatical leaves will be established by the Chief Executive Officer or designee.

~~g. Tenured Teacher, Contract Principal or Quota Assistant Principal's On-Loan Leaves of Absence.~~ The Chief Executive Officer or his/her designee may grant to tenured teachers, ~~contract principals or quota assistant principals~~ the types of on-loan leaves set forth in subparagraphs 1 ~~and~~, 2 ~~and~~ 3 of this Section under the conditions set forth in those paragraphs without Board action and shall report such leaves on his/her quarterly report to the Board. ~~The Board shall establish policies governing the terms and conditions under which the Chief Executive Officer or his/her designee may loan employees and the terms and conditions for agreements by which employees are to be loaned.~~ The decision to grant an on-loan leave of absence rests solely within the discretion of the Chief Executive Officer or his/her designee and is not an entitlement to eligible tenured teachers, ~~assistant principals or contract principals.~~

1. ~~On-loan leave to a University or Other Educational Institution.~~ After the Board has approved a ~~contract with a University or Other Educational Institution for an on-loan leave,~~ The Chief Executive Officer or his/her designee may grant a tenured teacher, ~~quota assistant principal or contract principal~~ an on-loan leave to take a position at a university and/or other educational institution if in the judgment of the Chief Education Officer such a leave will enable the teacher or administrator to engage in activities that will contribute to increasing the achievement of the students of the Chicago Public Schools;
2. ~~On-loan leave to a Contract School.~~ After the Board has approved a ~~contract with a contract school for an on-loan leave,~~ The Chief Executive Officer or his/her designee may grant a tenured teacher, ~~quota assistant principal or contract principal~~ an on-loan leave to take a position with a contract school established under the Board's Policy to Establish Renaissance Schools.

**Sec. 4-15. Other Leaves without Pay.** The Chief Executive Officer or his/her designee may grant leaves without pay to eligible employees as set forth in this Rule without Board action and shall report all such leave in his/her quarterly workforce planning report to the Board. The Chief Executive Officer or his/her designee shall establish procedures for applying for unpaid leaves under this Rule, which may include additional procedural eligibility criteria. Employees granted leaves under this Rule shall continue to be eligible to participate in employee health and dental benefit plans, provided that they pay any required employee premium contributions to maintain those benefits. Nothing in this Rule shall be construed to grant a contract principal a leave of absence beyond the termination date of the contract principal's contract or to extend the termination date of the principal's contract.

a. *Personal or Student Teaching Leaves of Absence for Educational Support Personnel.* The Chief Executive Officer or his/her designee may grant educational support personnel employees who have been employed for not less than three (3) months personal or student teaching leaves of absence without pay. The Chief Executive Officer or his/her designee, in the exercise of his/her discretion, may permit educational support personnel granted a personal leave of absence to be paid appropriate accumulated benefit time during the leave. Student teaching leaves of absence shall be without pay. Educational support personnel granted a personal or student teaching leave of absence under this Rule shall be restored to their former positions at the termination of the leave if the former position is available. If the former position is not available, the educational support personnel employee may apply for consideration for other educational support personnel vacancies and, if the educational support personnel employee is not selected to fill such vacancies, he/she will be laid off in accordance with Board Rules and Policies.

b. *Tenured Teachers' Leave for Travel or Study.* The Chief Executive Officer or his/her designee may grant an unpaid leave of absence for one (1) year or less to a tenured teacher for educationally-related travel or for full-time study in accredited institutions of learning. At the conclusion of the leave, the tenured teacher must present credentials showing the course work pursued and the amount of work done to the Chief Education Officer. In case of leave for travel, evidence of such travel shall be presented to the Chief Education Officer. When a leave has been granted under this Rule, the absence shall not be construed as a break in service so far as seniority is concerned and the tenured teacher shall be returned to his/her position at the termination of the leave. A tenured teacher granted a leave under this Rule shall be ineligible for another leave under this Rule for a period of at least four (4) years after the conclusion of the leave. Any person who is granted leave under the provisions of this Rule, who fails to devote the entire period of the leave to the purposes specified in the application for leave shall pay to the Board the cost of maintaining benefits for the teacher during the leave and may be subject to discipline or dismissal ~~in accordance with the Board's Employee Discipline and Due Process Policy, as it exists now or as it may hereafter be amended.~~

c. *Tenured Teachers' Leave for Charter School Employment.* The Chief Executive Officer or his/her designee may grant unpaid leaves of absence to tenured teachers who accept employment with a charter school in accordance with 105 ILCS §27A-10(b). Charter school leaves shall be granted in one (1) school year increments. Successive charter school leaves may be granted for up to maximum of five (5) school years. A tenured teacher who is granted a leave of absence for charter school employment may return to his/her former position only if the leave terminates after his/her first year of charter school leave; if the leave terminates after more than one (1) year of leave, the teacher shall be assigned to the Reassigned Teacher Pool in accordance with Board policies.

d. *Tenured Teachers' and Certificated Administrators' Personal Leave of Absence.* The Chief Executive Officer or his/her designee may grant an unpaid personal leave of absence with full loss of salary for a period of two (2) years or less to any tenured teacher, ~~or certificated administrator, contract principal or quota assistant principal,~~ if in the judgment of the Chief Executive Officer or his/her designee, such leave will enable the tenured teacher, ~~or certificated administrator, contract principal or quota assistant principal~~ to engage in an activity which will be beneficial to the work of the Chicago Public Schools. Certificated administrators who are contract principals and assistant principals are not eligible for a personal leave of absence. ~~A contract principal's application for a personal leave of absence shall be conditioned upon the termination of the contract principal's contract and consent of the applicable local school council.~~ Upon conclusion of the personal leave of absence, the tenured teacher, ~~contract principal or assistant principal~~ may apply for vacant positions.

*e. Tenured Teachers' and Educational Support Personnel Union Leaves.*

1. Upon application by the Chicago Teachers Union ("CTU"), the Illinois Federation of Teachers ("IFT"), or the American Federation of Teachers ("AFT"), the Chief Executive Officer or designee may, without Board action, grant employees who are elected or appointed to full-time positions with the CTU, IFT or AFT leaves of absence without pay for the purpose of accepting positions, provided that no more than forty-five (45) employees shall be granted such a leave at any one time. Employees granted a union leave of absence shall retain all other benefits as if they were in regular service. They shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor, and their absence shall not be construed as a break in service for any purpose. As condition of such leave, the CTU, IFT, and AFT must agree to pay the cost of maintaining any benefits for the employee.
2. The Chief Executive Officer or his/her designee may, without further Board action, grant union leaves of absences authorized by collective bargaining agreements approved by the Board to employees who are elected or appointed to union offices. The Chief Executive Officer or designee shall approve such leaves in accordance with the terms of the collective bargaining agreement approved by the Board.
3. An appointed teacher or clinician who is elected as President, Vice President, Recording Secretary or Financial Secretary of the CTU and who decides to return to Board employment following the conclusion of his or her first term in office shall be returned to his or her original position in his or her original school or unit. A teacher or clinician on Union leave to an elected position with the CTU who decides to return to Board employment at the conclusion of his or her Union leave shall be assigned to an equivalent position in the area of his or her certification.

The teacher or clinician shall not have the right to return to his or her original school or unit.

*f. Tenured Teachers' Pension Office Employment Leave.* Upon application by the Chicago Teachers' Pension Fund, the Chief Executive Officer or designee may grant an unpaid leave of absence to tenured teachers to accept appointments to full-time positions with the Chicago Teachers' Pension Fund. As condition of such leave, the Chicago Teachers' Pension Fund must agree to pay the cost of maintaining any benefits for the employee. Upon termination of the leave, employees shall be treated as laid off employees and afforded the rights and benefits provided in the applicable Board's layoff policies.

~~*g. Principals' Summer Leave of Absence.* Upon recommendation of the Local School Council, the Chief Executive Officer or designee may grant an unpaid leave of absence for two (2) calendar months or less during the calendar months of July and August to a contract principal who submits proper application prior to the May 1st preceding the months of July and August for which leave is requested. When a leave has been granted under this section, the absence shall not be construed as a break in service so far as seniority is concerned and the principal's position shall be held open. Principals granted such leaves of absence shall retain all other benefits as if they were in regular service, except that they shall not be allowed to accrue sick or vacation benefit days, or receive pension credit for the period of the unpaid summer leave.~~

*g. h. Family Military Leave of Absence.* The Chief Executive Officer or designee may grant an unpaid family military leave of absence of up to thirty (30) calendar days to an employee who: 1) is the spouse or parent of any person called to military service for a period of more than thirty (30) calendar days pursuant to orders of the Governor of the State of Illinois or the President of the United States, 2) has been employed by the Board for at least twelve (12) months, and, 3) has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. Employees who request unpaid family military leave for five (5) or more consecutive work days must make their request for the leave fourteen (14) days prior to the commencement of the leave; employees who request unpaid family military leave for less than five (5) consecutive work days shall make their request as soon as practicable. Upon termination of the leave, the employee shall be restored to the position held by the employee prior to commencement of the leave or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment, unless the employee would not have maintained his/her position regardless of the leave. The Chief Executive Officer or designee shall establish procedures and requirements for applying for leaves, including requirements for submission of certification from the proper military authority to verify the employee's eligibility for the family military leave and procedures for return of employees at the conclusion of the family military leave.

**Sec. 4-16. Resignations and Retirement.**

- a. Except as provided in subparagraph b of this Rule, employees' resignations and notices of intent to retire are irrevocable upon receipt by the Talent Department.
- b. The Chief Executive Officer or designee may permit an employee to rescind a resignation or notice of intent to retire that was made based on a good faith mistake or which would otherwise cause significant and undue hardship to the employee. The Chief Executive Officer or designee shall develop guidelines under which s/he will permit an employee to rescind a resignation or notice of intent to retire.

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

- a. *Domestic Partner Definition.* The term domestic partner(s), as referred to in Board Rules and Policies, shall mean individuals who (1) are at least 18 years of age; (2) are of the same sex; (3) are unmarried (single, divorced or widowed) and not a party to a civil union; (3) are each other's sole partner; (4) are responsible for each other's common welfare; (5) are residing in the same residence; (6) are not

related by blood closer than would bar marriage in the State of Illinois; and (7) satisfy two of the following additional requirements: (i) have been residing together for at least 12 months; (ii) have common or joint ownership of a residence; (iii) jointly own a motor vehicle, credit account, checking account, or residential lease; or (iv) one or both have declared the other as the primary beneficiary on his or her will.

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

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

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

**Sec. 4-18. Employee Safety and Health.** The Chief Executive Officer or his/her designee shall establish an occupational blood borne pathogen exposure control plan, review the plan at least annually and update the plan when necessary and further may establish any other plan necessary to comply with applicable regulations and standards that serve to protect employee safety and health.

## CHAPTER V FINANCIAL RULES

**Sec. 5-1. Fiscal and School Year.** The fiscal year of the Board of Education shall commence on the first day of July of each year.

**Sec. 5-2. Office Hours.** The general offices of the Board of Education and District shall be open on Monday through Friday each week from 8:00 o'clock A.M. to 5:00 o'clock P.M. (Holidays designated in section 5-3 excepted.) An individual employee's work hours are based on their assigned duties and subject to determination by their immediate supervisor or department head.

**Sec. 5-3. Holidays - Offices.** The general offices of the Board of Education and District shall be closed on the following holidays: January 1 (New Year's Day); the third Monday in January (the birthday of Dr. Martin Luther King, Jr.); February 12 (Lincoln's birthday); the third Monday in February (Presidents' Day); the first Monday of March (the birthday of Casimir Pulaski); the last Monday in May (Memorial Day); July 4 (Independence Day); the first Monday in September (Labor Day); the second Monday in October (Columbus Day); November 11 (Veteran's Day); the fourth Thursday and Friday in November (Thanksgiving Day Recess); December 25 (Christmas Day); and on such other days as the President, with the approval of or ratification by the Board of Education, may direct. When any such holidays fall on Sunday, the Monday next following shall be held and considered such holiday. Notwithstanding the foregoing, the Board may adopt a school calendar that indicates observed holidays which are different from those indicated in this Rule, in which case, the general offices of the Board of Education and District shall be closed on the observed holidays designated in the Board-approved school calendar.

**Sec. 5-4. Report Condition of Finance.** At least once each quarter the Chief Financial Officer shall present to the Board of Education a summary report of appropriations and encumbrances by funds, showing the condition of Board finances. A copy shall be filed with the Board Secretary.

**Sec. 5-5. Investment of School Funds.** The Board hereby delegates to the Chief Financial Officer the authority to invest its school funds in investment instruments as authorized by law. The Chief Financial Officer shall purchase and sell all investment instruments on behalf of the Board pursuant to law and the Board's Investment Policy.

**Sec. 5-6. Lunchroom Receipts.** All moneys received in the lunchroom shall be forwarded in accordance with the schedule established by Chief Financial Officer through a carrying company approved by the Board of Education and deposited in a bank that is on the approved municipal depository list. The Chief Financial Officer shall establish the procedures and schedule for the collection, transfer and deposit of lunchroom receipts.

**Sec. 5-7. Sale of Refreshments at Stadia.** Sale of refreshments at the stadia shall be under the charge and control of the Chief Administrative Officer. Proceeds from the sale of refreshments shall be credited to the Lunchroom Fund.

**Sec. 5-8. Payroll Attendance Reports.** Payroll attendance reports for each budget organization unit shall be prepared promptly under the charge and control of the Chief Administrative Officer ~~Chief Financial Officer~~ and be promptly certified by the Chief, Officer or head of the department in which the employees are employed.

**Sec. 5-9. Use of Roll-Over Funds.**

a. Where the Board approves a budget for the current fiscal year that identifies roll-over unspent funds from the previous year's budget and authorizes the use of such funds in the current fiscal year budget, the Chief Executive Officer or his/her designee shall designate the roll-over funds for particular uses or projects and shall report the designations annually to the Board for approval. Only the following specified funds which remain from the prior year's original budget are eligible for roll-over designation hereunder:

- (1) non-personnel general funds in school and central/area offices, and
- (2) building Operation and Maintenance fund from the following accounts:
  - a. Commodities – Supplies;
  - b. Services – Contractual; and
  - c. Services – Repair Contracts.

b. Once designated, transfer of the roll-over funds to the designated account(s) is subject to Board approval and the use of the funds is subject to the following limitations:

- (1) roll-over funds will be expended within the current fiscal year;
- (2) no liability beyond the current fiscal year may be incurred in using the roll-over funds; and
- (3) roll-over funds may not be used to hire employees, except part-time/seasonal employees as defined in Board Rule 4-3.f. whose positions will close at or before the end of the fiscal year.

This Rule does not apply to a school special income fund or funds that are otherwise subject to federal or state requirements or grant agreement obligations regarding carry over.

**Sec. 5-10. Reporting Fraud, Waste, Mismanagement; Whistle Blower Protection.** In accordance with the Whistle Blower Protection provisions found in the Illinois School Code, Section 34-2.4c, no disciplinary action may be taken against an employee or Local School Council member for the disclosure of information by that employee or Local School Council member that evidences (a) violation of any law, rule, regulation or policy, or (b) waste, fraud, mismanagement, abuse of authority, or (c) a danger to health or safety of a student or the public.

**Sec. 5-11. Annual Notice.** The Chief Executive Officer or designee shall provide employees with annual notice regarding the appropriate use and safeguarding of Board resources, compliance with funding source obligations and responsibilities to prevent misuse or misappropriation Board resources.

**Sec. 5-12. Non-Resident Pupils - Tuition.** Pupils must reside within the limits of the City of Chicago to attend a Chicago Public School. For purposes of enrolling or completing enrollment in an Options for Knowledge school or program, a student must establish Chicago residency on or before July 1<sup>st</sup> prior to the start of the upcoming school year.

Pupils whose parent(s) or legal guardian(s) do not reside within the limits of the City of Chicago and who are staying in Chicago for the primary purpose of attending Chicago Public Schools shall be considered non-resident pupils. The parent or legal guardian of a non-resident pupil determined to be in violation of this residency requirement shall be charged tuition as determined by the District's Department of Revenue, in accordance with the Illinois School Code and the student is subject to transfer. Pupils who become non-resident during the school term shall not be charged tuition for the remainder of the school term in which they become non-resident.

**Sec. 5-13. Foreign Pupils – Tuition.** Foreign students living in the City of Chicago with F-1 non-immigrant student visas and participating in the Board's Visiting Foreign Student Program may enroll in the Chicago Public Schools. Such student's must satisfy F-1 visa requirements including but not limited to paying the per capita cost of tuition as determined by the District's Department of Revenue as well as meet applicable grade level and duration of visit requirements. In accordance with the Illinois School Code, foreign students participating in an organized foreign exchange program authorized by the Chief Education Officer or designee may enroll tuition-free in a Chicago Public School.

**Sec. 5-14. Estimate of Taxes to be Levied.** The Board hereby 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. 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. The Chief Financial Officer shall file a report of the estimate with the Secretary of the Board. The estimate shall be deemed an act of the corporate authority upon receipt of the Chief Financial Officer's report by the Secretary of the Board.

**Sec. 5-15. Use of Proceeds From Sale of Real Estate.** Amounts received from the sale of real estate including common school lands and any investments purchased with such proceeds (not including earnings derived therefrom) shall be deposited in a "Capital Assets Account". Amounts received upon the sale of real estate deposited in the Capital Assets Account shall be used solely for any of the following purposes:

- 1) erecting, purchasing or otherwise acquiring building for school purposes, including, without limitation, for the use of schools and school administration,
  - 2) erecting additions to, rehabilitating, modernizing and replacing existing buildings;
  - 3) furnishing, equipping, repairing and maintaining such buildings;
  - 4) purchasing and replacing fixtures generally used in such buildings;
  - 5) purchasing or otherwise acquiring and improving sites for any of the above specified purposes;
- and

- 6) payment of brokerage and or commission fees for services rendered in the purchase or sale of real estate.

Sales or other disposition of real estate purchased, in whole or in part, with the proceeds of federal tax-exempt bonds are subject to the requirements of the Internal Revenue Code of 1986, as amended, (the Code) and the related regulations. Proceeds from the sale of such real estate shall be used only in accordance with the Code and the related regulations.

## CHAPTER VI SCHOOL RULES

**Sec. 6-1. Admission Requirements.** No person shall be admitted to any school under the jurisdiction of the Board of Education without meeting the requirements for admission. No person seeking admission into any Chicago Public School who has been suspended or expelled for any reason from any public school in Illinois or any other state may be admitted without first completing the entire term of the suspension or expulsion, except on a case by case review by the Chief Education Officer or designee. Students who have been suspended or expelled from a private school, charter school or public school outside District 299 may not be allowed to enroll in a Chicago Public School if they were suspended or expelled for an offense for which expulsion is a possible sanction according to the Chicago Public Schools Student Code of Conduct.

**6-1.1 Re-admission Requirements.** A student who plans to leave the enrollment of a magnet school or selective enrollment school on a short-term basis due to a family circumstance may be considered for re-admission to the same magnet school or selective enrollment school pursuant to the eligibility criteria, documentation requirements and review process established by the Chief Executive Officer or designee. All such requests for re-admission are subject to determination by the Chief Executive Officer or designee.

**Sec. 6-2. Admission to Elementary School.** All children residing in the City of Chicago are eligible, at the beginning of the school year, to enter kindergarten or first grade if they will have reached the age of five or six years, respectively, on or before September 1, with the following noted exceptions:

Children who will reach the age of six on or before December 31 may, at the beginning of the school year, enter first grade if the parent/legal guardian/temporary custodian presents satisfactory evidence that their child (i) attended a nonpublic preschool and continued their education at that school through kindergarten, (ii) was taught in kindergarten by an appropriately certified teacher and (iii) was assessed to be ready for first grade.

The principal of the elementary school in the attendance area in which the student resides shall require the parent/legal guardian/temporary custodian to present a birth certificate, baptismal record, or other satisfactory evidence of the date of birth. The parent/legal guardian/temporary custodian must also produce proof of residence and medical compliance. Lack of proof of residency for homeless students may not be used to exclude them from school. Homeless students must be enrolled in accordance with the Chicago Public Schools' Policy and Procedures on Education of Homeless Children and Youth, 96-1120-PO3, as may be amended.

**Sec. 6-3. Admission to High Schools.** Pupils who have been graduated from elementary school shall be admitted to a high school in the District. Students who did not graduate from an elementary school and high school transfer students who seek admission to high school may be required to submit school records to evaluate appropriate placement and transfer of course credit, if applicable, and may also be required to take an examination which shall be conducted in accordance with the policies established by the Board of Education.

### **Sec. 6-4. Health-Related Exclusions During Epidemics**

**a. Exclusion During Epidemics.** The Chief Executive Officer in consultation with a city, state or federal public health departments or agencies shall have the power and duty upon reasonable evidence that an epidemic of any contagious or infectious disease is prevalent or that an epidemic of such is impending, to exclude temporarily all pupils and employees from the public schools serving the community where the disease has appeared. Such evidence, in order to be considered reasonable, shall be brought to the attention of the Chief Executive Officer or a city, state or federal public health departments/agencies. In reaching the decision to close a school or schools or to exclude any significant number of pupils, the Chief Executive Officer, in consultation with a city, state or federal public health departments or agencies, shall consider the nature of the communicable disease, the nature of the preventive vaccine or toxoid, and the results of a survey showing the percentage of students and employees who have been inoculated.

**b. Exclusion For Communicable Disease or Health Condition.** The Chief Executive Officer or designee shall have the power to temporarily exclude from school any individual pupil or employee with a known or suspected communicable disease or health condition. The duration of exclusion shall be based on factors that include the medically-accepted period of communicability, evidence of treatment and return to school authorization from a licensed medical provider. The Chief Executive Officer or designee, in consultation with a city, state or federal public health departments or agencies, shall consider the nature of the communicable disease or health condition and take all reasonable measures necessary for its control or prevention at school and to reduce further pupil or employee infection.

c. Exclusion For Failure to Satisfy Immunization and Health Examination Requirements. The Chief Executive Officer or designee shall have the power to temporarily exclude from school any individual pupil who does not present proof of health examination and immunizations as required by state law and Board policy.

**Sec. 6-5. School Emergency Planning and Safety Drills.** Every school and administrative support office will establish an Emergency Plan for each academic year ~~on at least an annual basis~~ that meets the standards and requirements of the National Incident Management System. All schools and their employees shall strictly observe the requirements for the conduct of evacuation drills, shelter-in-place drills, shooting incident drill, lockdown drills and other school safety drills as mandated by law and as directed by the Chief Executive Officer, or designee.

**Sec. 6-6. Health Requirements of Pupils. (Repealed 09-28-05)**

**Sec. 6-7. Permits - Residence in Sub-District. (Repealed 01-24-96)**

**Sec. 6-8. Expulsion of Pupils - Cause.** Expulsion of a pupil is a suspension for a period exceeding ten consecutive school days. For a pupil with a disability, a prior determination that the behavior is unrelated to the pupil's disability is a prerequisite for expulsion. However, in all cases, a free appropriate public education must be made available to all students with disabilities expelled from school. Whenever a pupil in any school is found guilty of gross disobedience, misconduct or other violation as defined by the Student Code of Conduct of the Board of Education of the City of Chicago, the pupil may be expelled from school. The parent or guardian shall be requested to appear at an expulsion hearing before a hearing officer to discuss the pupil's behavior. Such request shall be made by registered or certified mail and shall state the time, place, and purpose of the hearing. The hearing officer shall report to the Chief Executive Officer or designee a written summary of the evidence taken at the hearing together with the hearing officer's recommendations thereon. If the hearing officer recommends that the pupil be expelled, the hearing officer shall state the reasons for the recommendation and the proposed period of time that the student should be expelled from school. The Chief Executive Officer or designee shall determine the appropriate disciplinary action upon the summary and recommendations of the hearing officer. No pupil may be expelled except by the decision of the Chief Executive Officer or designee. The parent or guardian of an expelled student shall have the right to appeal the expulsion decision to the Chief Executive Officer or designee.

Pupils referred for expulsion whose presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process may be immediately reassigned to an alternative school. Procedural safeguards under the Individuals with Disabilities Education Improvement Act of 2004 apply to students with disabilities.

**Sec. 6-9. Suspension of Pupils – Cause.** For gross disobedience, misconduct, or other violation as defined by the Student Code of Conduct of the Board of Education of the City of Chicago, a pupil may be suspended temporarily by the principal for a period not exceeding ten consecutive school days for each offense. For a pupil with a disability, the pupil may be suspended for a period not exceeding ten school days in a school year, except where the school has consulted with and received approval from the Officer of Diverse Learner Supports and Services Learning Supports-Special Education or their designee. Every such suspension shall be reported to the parent or guardian of the pupil, with a full statement of the reasons for such suspension and also reported to the Chief of Schools. The parent or guardian of a suspended student shall have the right to appeal the suspension decision to the appropriate Chief of Schools or designee. The Chief of Schools or their designee shall have authority to review the action of the principal and make a final determination as to the suspension of the student.

Prior to any suspension, the student shall be given oral or written notice of the charges against the student and an informal hearing with an explanation of the basis of the charge and an opportunity to explain his/her version of the facts. Students whose presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process may be immediately removed from school. In such cases, the necessary notice and informal hearing should follow as soon as practicable.

**Sec. 6-10. Academic Calendar.** The academic school year shall begin and end on dates specified in the school year calendar(s) approved by the Board.

**Sec. 6-11. School Uniforms and Dress Codes.** A school may regulate student dress to promote order, safety and a positive learning environment by establishing a school uniform or dress code policy. Any such school uniform or dress code policy must conform with the requirements and procedures as may be established by the Chief Executive Officer or designee and must also be approved by the school's Local School Council.

**Sec. 6-12. Duties of Principals.** Principals of schools are the responsible administrative heads of their respective schools and are charged with the direction, organization, supervision, evaluation, administration, and discipline thereof. They shall establish and enforce such regulations, not contrary to the Rules and Policies of the Board of Education, the Student Code of Conduct, or the regulations of the Chief Executive Officer or his/her designee(s), as in their judgment may be necessary for the successful conduct of their schools.

**Sec. 6-12.1. Duties of Assistant Principals.** Assistant Principals shall take charge of their respective schools when their principals are absent from the building for any reason. Assistant Principals shall be subject to the supervision of the principal and shall perform such duties the principal may direct. Such duties may include, but are not limited to, providing assistance in the direction, organization, supervision, evaluation, administration, and discipline of the schools and related employees. In the event there are multiple Assistant Principals in a school and the principal is absent, the principal shall designate which Assistant Principal shall be in charge.

**Sec. 6-12.2. Duties of Associate Principals. (Repealed 10-25-95)**

**Sec. 6-13. Duties of Classroom Teachers.** Teachers shall take charge of the divisions or classes assigned to them by the principal. They shall be held responsible for the instruction, progress and discipline of their classes according to the School Improvement Plan, currently known as the Continuous Improvement Work Plan. Teachers shall render such assistance in the educational program in and about the buildings as the principal may direct including parent interviews, pupil-counseling, corridor, lunchroom, and playground supervision, and attendance at professional staff meetings. Teachers are supervised by their respective principals.

**Sec. 6-14. Exclusion of Partisan and Sectarian Questions.** Principals and teachers shall prevent the introduction or discussion of questions of a sectarian or partisan character in their schools.

**Sec. 6-15. Purchase of Unauthorized Books.** Principals and teachers shall not request or advise pupils to purchase for use in the schools, any book, pamphlet, or publication which the Board of Education has not approved.

**Sec. 6-16. Contributions and Presents.** Employees and Local School Council members can solicit contributions for the school, either in money or in kind, but the acceptance of the contribution shall be made in accordance with the Board's Policy on the Acceptance of All Grants, Gifts and Donations.

**Sec. 6-17. Names and Addresses of Pupils Not To Be Given Out.** No employee shall give out names and addresses of pupils or their parents or any information contained in school records, except in accordance with the Board's Policy on the Confidentiality of Student Records.

**Sec. 6-18. Circulation and Distribution of Unauthorized Written Materials.** No employee or other person shall circulate, permit to be circulated, distribute or exhibit, whether in written or electronic form on school grounds or at school-sponsored functions, any advertisements, circular, subscription list, invitation to or notice of meetings, any book, map or other article, or any other material of a commercial, political or sectarian nature, among the pupils, teachers, or other employees, except by approval of the principal, Chief of Schools, General Counsel, or the Chief Executive Officer ("CEO") or their designees, setting forth the time, manner and place of the circulation or distribution. The provisions in this paragraph do not apply to nor in any way affect the sections of the collective bargaining agreement between the Board and the Chicago Teachers Union ("CTU") pertaining to the CTU's right to distribute information to its members. The publication or distribution of obscene or libelous materials which is published or distributed on school grounds by an employee shall constitute grounds for dismissal.

Union delegates or their designees may distribute union election materials of any employee candidates in employee mailboxes, before and after school hours, or during duty-free time. For the purposes of this Rule, teacher preparation periods are not duty-free time.

Distribution or circulation of written materials may take place in an appropriate time, place and manner authorized by the principal, Chief of Schools, General Counsel, CEO or their designees. Under no circumstances are the written materials to which this Rule applies to be distributed during class time except in employee lounges and other designated areas. Distributors of such materials may in no manner delay or detain students, teachers, or other employees while distributing their materials except as incidental thereto.

Research materials such as questionnaires, surveys, evaluation instruments and related data requests may not be distributed or circulated in schools except when authorized in accordance with the Board's Research Study and Data Policy.

Local School Councils who wish to distribute questionnaire or survey materials in connection with their duties and responsibilities must have such materials approved as to legal form by the General Counsel or designee prior to distribution.

**Sec. 6-19. Distribution, Exhibition and Collection of Books, Maps and Other Written Materials. (Repealed 09-24-03)**

**Sec. 6-20. Holidays - Schools.** The schools shall be closed on the following legal holidays occurring when schools are in session: January 1 (New Year's Day); the third Monday in January (the birthday of Dr. Martin Luther King, Jr.); February 12 (Lincoln's birthday); the third Monday in February (President's Day); the first Monday in March (the birthday of Casimir Pulaski); the last Monday in May (Memorial Day); July 4 (Independence Day); the first Monday in September (Labor Day); the second Monday in October (Columbus Day); November 11 (Veteran's Day); the fourth Thursday in November (Thanksgiving Day); December 25 (Christmas Day); the day following Thanksgiving Day and on such other days as the President, with the approval of or ratification by the Board of Education, may direct. When any such holidays fall on Sunday, the Monday next following shall be held and considered such holidays. If unanticipated school dismissal becomes necessary, school holidays may be adjusted to ensure that the minimum number of pupil attendance days are scheduled and held pursuant to the Illinois School Code, Section 10-19 and the adjustment shall be implemented consistent with collective bargaining agreements. Notwithstanding the foregoing, the Board may adopt a school calendar that indicates observed holidays

which are different from those indicated in this Rule, in which case, schools shall be closed on the holidays designated in the Board-approved school calendar.

**Sec. 6-21. Corporal Punishment Prohibited.** No employee of the Board of Education may inflict corporal punishment of any kind upon persons attending the public schools of the City of Chicago.

**Sec. 6-22. Regular Hours of Operation and Instruction.** The specific hours of operation of an attendance center may vary to reflect the scheduling needs of particular schools; however, all schools must maintain regular hours of operation that provide all students with the minimum number of instructional work minutes per day specified by the Chief Executive Officer or designee.

**Sec. 6-23. Dismiss Schools for Funeral Services.** The Chief Executive Officer, with the approval of the President, may, in case of the death of the principal, dismiss a school during the session when the funeral service is held and may grant permission for other principals to be absent from their schools to attend the funeral services.

In case of the death of a teacher, the Chief Executive Officer or his/her designee may permit a delegation of two teachers and the principals to be absent from school to attend the funeral services without loss of salary.

**Sec. 6-24. The Flag.** At the beginning of each school day, students shall sing the National Anthem, recite the Pledge of Allegiance and salute the flag of the United States. No student shall be compelled to sing the National Anthem, recite the Pledge of Allegiance or salute the flag.

The flag of the United States shall be displayed each day in a prominent place on the school house or school grounds, and the flag of the United States shall be conspicuously displayed in each and every classroom in the public schools of the City of Chicago.

**Sec. 6-25. Use of School Buildings After Regular Hours of Building Operation.**

I. General Requirements For Operation of School Building Beyond Regular Hours

School buildings shall be opened for any purpose upon the terms and conditions set forth in Section 34-8.1, Section 34-2.3 and Section 34-18 of the Illinois School Code. Principals may set hours of operation of the school building, beyond regular hours of building operation, under the following conditions:

- A. The engineer-in-charge, the engineer-in-charge's designee or the principal's designee shall be present and on duty;
- B. Appropriate adult supervision as determined by the specific building use is present; and
- C. A Type 75 certificated school administrator is available for emergencies.

II. School Affiliated Non-Student Groups

School affiliated non-student groups, as defined for purposes of this Board Rule only, are groups whose mission is promote the educational mission and/or the efficient operations of a school. These groups include, but are not limited to, Local School Councils ("LSC"), Parent Teacher Associations ("PTA"), Parent Teacher Organizations ("PTO"), Parent Advisory Councils ("PAC") and Professional Personnel Leadership Councils ("PPLC"). The following conditions shall apply to the use of school buildings by school affiliated non-student groups:

- A. LSCs shall have the right to use school buildings to meet or carry on official business subject to applicable conditions set forth in Section I above provided that LSC meetings take place in facilities that comply with Open Meetings Act requirements and the requirements of the Americans with Disabilities Act ("ADA") and the Board's ADA Policy.
- B. LSCs may use school facilities during regular school hours so long as space is available and such use does not disrupt the educational operation of the school.
- C. PPLCs shall have the right to use school buildings to meet subject to applicable conditions set for in Section I above.
- D. PPLCs may use school facilities during regular school hours so long as space is available and such use does not disrupt the educational operation of the school.
- E. Groups such as PTAs, PTOs or PACs may use the school building free of charge subject to the applicable conditions of Section I above so long as such use does not incur unreasonable expense on the school.

To the extent possible, school affiliated non-student groups should meet with the principal to establish a meeting schedule as far in advance of the meetings as possible.

III. School Affiliated Student Groups

Any student group recognized by the school may use the school facilities during non-instructional time as determined by the principal. Such groups may include groups whose mission is focused on an aspect of the school's curriculum (i.e. French Club, Math Club, Science Club, Literature Club), as well as groups whose focus is non-curricular (i.e. Debate Team, Chess Club, Christian Club). The principal may determine reasonable restrictions on the time, location and manner of the use.

A school may deny all non-curricular clubs from meeting at the school. If a high school, however, permits one group whose focus is non-curricular to meet on school premises, it must allow all other non-curricular student groups to assemble on the same terms and conditions.

IV. Non-School Affiliated Student Groups

Organizations that work with students enrolled in a Chicago Public School whose mission is unrelated to the school's mission, educational program or operations, may use school facilities as determined by the principal. The principal may determine reasonable restrictions on the time, location and manner of the use.

V. Community and other Non-School Affiliated Groups

Community and other groups whose mission is unrelated to the Chicago Public Schools may use the school facilities for free, as determined by the principal, for free public lectures, concerts or other educational and social interests, when school is not in session, subject to the reasonable restrictions on the time, place and manner of such usage imposed by the principal.

As determined by the LSC, community and other groups whose mission is unrelated to the Chicago Public Schools may use the school facilities for a reasonable cost for public lectures, concerts or other educational and social interests, when school is not in session, subject to the reasonable restrictions on the time, place and manner of such use imposed by the principal.

VI. Providing School Facilities for Commercial Use

The LSC may determine if school facilities are available for rent by private, for-profit organizations. If the LSC permits such rental, it may place reasonable restrictions on such use that shall be in effect for all commercial use. Such use will also be subject to the reasonable restrictions on the time, place and manner of such use imposed by the principal. The LSC should make clear that the school does not endorse or support the entity renting the facilities.

VII. School Usage Permits and Licenses

All organizations/entities except for School Affiliated Non-Student Groups and School Affiliated Student Groups wishing to use a school facility for free or for cost must execute and submit a School Usage Permit. The principal may deny the use of the school facilities when he or she has a reasonable basis to believe that use of the school facilities by such a group will cause damage or undue expense to the school. The principal may also deny use of the facilities if the group fails to meet any of the conditions outlined in the school usage permit.

For all organizations/entities except for School Affiliated Non-Student Groups and School Affiliated Student Groups proposing to rent or use a school building or parking lot more than 10 times a year, the Department of Operations, Office of Real Estate Management must be contacted and a license will be entered into and executed in accordance with Board Rule 7-15 for such extended use.

VIII. No Viewpoint Discrimination Permitted

No group or organization may be discriminated against due to the content or focus of their group or organization. If the school permits one group from categories III, IV, V or VI listed above to use its facilities, it must allow other organizations with a similar mission or purpose to use its facilities on the same terms and conditions.

No religiously-oriented clubs may be barred from meeting at the school if another group that focuses on similar topics and ideals is permitted to assemble there.

If a school grants an offering to or an opportunity for one or more outside youth or community organizations to meet on school premises or in school facilities before or after instructional hours, it must permit equal access to, and must not discriminate against, the Boy Scouts of America. No school may, however, serve as a sponsoring or chartered organization for the Boy Scouts of America.

IX. Chief of Schools Mediation

In the event that a group or organization disagrees with a principal's or Local School Council's determination regarding its request for use of a school facility, the group or organization may ask the appropriate Chief of Schools to meet with the group or organization and the principal and/or the Local School Council in an effort to mediate the dispute. The Chief of Schools will make the final determination regarding use of the school facility.

X. Union Campaigning

Employees are permitted to use school facilities during duty-free time, before and after school for internal union campaign activities provided:

- a) employees notify the principal in accordance with the collective bargaining agreement and the Board's facility usage policy,

- b) activities do not interfere with school activities, including before or after school activities or programming,
- c) activities are not in the presence of students,
- d) activities are during times of normal building operation, and
- e) activities do not require the Board to incur any employee overtime costs.

For the purposes of this Rule, teacher preparation periods are not duty-free time. Nothing in this Rule shall prohibit the Board from adopting reasonable restrictions as to time, place and manner for use of its facilities.

**Sec. 6-26. Alcohol and Tobacco Prohibited.** Consumption of alcohol on Board property is prohibited. Use of tobacco products on Board property is prohibited.

**Sec. 6-27. Use Free of Charge. (Repealed 10-22-03)**

**Sec. 6-28. LSC Member Eligibility.**

A. Definitions

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

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

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

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

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

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

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

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

B. Eligibility

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

1. A person may serve and continue to serve as a parent representative as long as he/she:
  - (i) has a child enrolled in the school in which he/she serves;
  - (ii) is not employed at the school in which he/she serves; and
  - (iii) is not employed by the Board of Education.

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

2. A person may serve and continue to serve as a community representative as long as he/she:
- (i) resides in the attendance area served by the school;
  - (ii) is not employed at the school in which he/she serves;
  - (iii) is not employed by the Board of Education; and
  - (iv) is not a parent of a student enrolled at the school.

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

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

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

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

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

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

#### C. Audit of Records

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

D. Local School Council Removal Procedures

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

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

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

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

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

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

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

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

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

E. Request for Reconsideration

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

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

F. Appointment to Vacancy

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

If a challenged teacher, non-teacher staff or student LSC member is determined to be ineligible to serve on the elected Local School Council and a vacancy is declared, the Board shall fill the vacancy by

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

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

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

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

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

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

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

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

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

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

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

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

**B. Declaration of Vacancy**

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

C. Request for Reconsideration

1. Within thirty (30) days of the date of a Declaration of Vacancy based upon a ruling by the Chief Executive Officer or designee, the challenged council member may submit a request to reconsider to the Chief Executive Officer or designee. The request for reconsideration should state specific reasons or grounds for rescinding the Chief Executive Officer's or designee's prior determination concerning the council member's eligibility. New evidence not readily available at the time that the challenge was filed may be submitted.
2. The Chief Executive Officer or designee shall review the request for reconsideration and issue a final determination.
3. The Secretary of the Board shall forward the final determination to the challenger, if any, and the challenged council member by certified and regular mail to the concerned council member's last known address and to the affected LSC by regular mail.
4. Failure to file a request for reconsideration within the time allowed will render final a Declaration of Vacancy based upon a ruling by the Chief Executive Officer or designee.

D. Statement of Economic Interests Filing Requirements

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

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

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

E. Notice of Declarations

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

F. Appointment to Vacancy

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

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

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

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

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

**A. Criminal Conviction Disclosure**

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

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

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

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

**B. Ineligibility Due to Criminal Conviction**

A person who has been convicted of any of the following offenses at any time shall be ineligible for election or appointment to a Local School Council:

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

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

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

**C. Declaration of Vacancy**

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

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

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

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

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

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

D. Request for Reconsideration

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

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

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

E. Appointment to Vacancy

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

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

**Sec. 6-31. Exercise of Certain of Powers of Local School Councils Lacking a Majority of Their Full Membership by the Chief Executive Officer.**

Whenever the active membership of a Local School Council, for any reason, falls below a majority of its full membership and the Local School Council is, therefore, unable to satisfy the quorum requirement for taking official action set forth in section 34-2.2(c) of the Illinois School Code, the Chief Executive Officer or designee shall exercise the following powers of such council, set forth in section 34-2 of the Illinois School Code:

- (i) to approve the expenditure plan prepared by the principal with respect to all funds allocated and distributed to the attendance center;
- (ii) to transfer allocations within funds as allowed by section 34-2.3 of the Illinois School Code.

**Sec. 6-32. Change of an Attendance Center's Local School Council Election Date.** The Chief Executive Officer may recommend to the Board a change in the date of the next biennial Local School Council election for an attendance center from second semester report card pick-up day to first semester report card pick-up day. The Chief Executive Officer may recommend such a modification if changing the date would facilitate greater participation in the election, as either candidates or electors, by the parents and community residents who would be eligible to vote for and serve on a particular Local School Council on and after the new election date.

That determination may be based upon an imminent and significant change, increase or decrease in the populations of parents and/or community residents eligible to serve on, and who would be served by, a particular Local School Council. The circumstances which may be considered in determining the existence of such changes, increases or decreases may include, but shall not be limited to:

- 1. An imminent and significant change in the composition of the student population eligible to attend the attendance center;
- 2. An imminent and significant increase in the size of the student population eligible to attend the attendance center, such as occurs when existing schools are consolidated or a new school is opened, either in total or in stages;
- 3. An imminent and significant decrease in the size of the student population eligible to attend the attendance center;

4. An imminent and significant change in the attendance center's attendance boundaries or, where applicable, Local School Council voting boundaries, such as a significant expansion or contraction of the boundaries;
5. An imminent and significant expansion of the attendance center's attendance boundaries, or, where applicable, Local School Council voting boundaries, such as occurs when existing schools are consolidated;
6. An imminent and significant contraction of the attendance center's attendance boundaries, or, where applicable, Local School Council voting boundaries;
7. A change in the attendance center's grade structure or any other circumstance that would deny the parents or legal guardians of students eligible to attend the attendance center in the next Fall Term all opportunity to participate, as their candidates or electors, in any Local School Council election for the attendance center during the period of students' anticipated enrollment in the attendance center.

The Board may adopt the Chief Executive Officer's recommendation pursuant to its authority under Sections 5/34-2.1(n) and 5/34-18 of the Illinois School Code, respectively, to conduct fair and impartial Local School Council elections and to exercise general supervision and jurisdiction over the Chicago Public Schools. 105 ILCS 5/34-2.1(n); 5/34-18. If the Board adopts the Chief Executive Officer's recommendation, all subsequent Local School Council elections for the attendance center may be held on the same date every two years thereafter.

## CHAPTER VII PROCUREMENT AND CONTRACT RULES

**Sec. 7-1. Purchasing Limitations.** No purchases, including purchases made using school internal accounts, shall be made except as provided in these Rules. No officer or employee not expressly authorized by these Rules shall make any purchase on behalf of the Board of Education or enter into any contract of purchase, verbal or written, for any apparatus, equipment, supplies, service, repairs, goods, wares or merchandise of any kind or description, or accept any of them on approval or otherwise. No officer or employee of the Board of Education shall during a fiscal year expend or contract to be expended any money, or incur any liability, or enter into any contract without an appropriation therefore, or in excess of: (a) the amount appropriated in the budget; (b) the amount authorized in a Board Report; (c) the amount authorized by an Officer pursuant to the exercise of their delegated authority; or, (d) the compensation amount stated in the contract. Any contract, verbal or written, made in violation of this section is void as to the Board of Education.

**Sec. 7-2. Procurement Policy for Biddable and Non-Biddable Items; Requests for Information, Request for Proposals and/or Qualifications, and Bid Solicitations**

a. Requests for information and public canvassing of solicitations of bids, requests for proposals and qualifications for contracts and purchases shall be authorized and managed by the Chief Purchasing Officer. All bid solicitations, which convert to binding contracts upon execution by the Board, shall be approved as to legal form by the General Counsel prior to the publication of such solicitation. All requests for qualification shall include language describing the basis and process for award of work to pre-qualified vendors. The Chief Purchasing Officer shall establish requirements regarding the publication of any and all requests for information, solicitations of bids, and requests for proposals and qualifications.

b. All purchases for Biddable Items and Non-biddable Items shall be awarded pursuant to a competitive process in accordance with the following procedures. Biddable Items are defined as those goods, services and transportation purchases and contracts required to be awarded through a competitively bid solicitation process pursuant to 105 ILCS 5/10-20.21. Non-biddable Items are defined as those purchases and contracts for goods or services for which there is an exception under 105 ILCS 5/10-20.21.

1. **Level One:** All purchases of Non-biddable Items between \$25,001 and \$75,000 shall be awarded pursuant to a procurement process whereby at least three (3) written price quotations are submitted to and evaluated by the Chief Purchasing Officer and awarded by the Chief Purchasing Officer to the most responsible and responsive proposer(s) with competitive pricing or any other form of competitive solicitation that is issued by the Chief Purchasing Officer in accordance with federal, State or other agency purchasing guidelines. Good faith competitive solicitations that do not yield three (3) legitimate price quotations may be deemed to satisfy the procurement process requirements of this section at the discretion of the Chief Purchasing Officer;
2. **Level Two:** All purchases of Non-biddable Items between \$75,001 and \$250,000 must be approved by the Board and awarded pursuant to a procurement process whereby at least three (3) written proposals with price quotes are submitted to and evaluated by the Chief Purchasing Officer and are awarded to the most responsible and responsive proposer(s) with competitive pricing, or any other form of competitive solicitation that is issued by the Chief Purchasing Officer in accordance with federal, State or other agency purchasing guidelines. Good faith competitive solicitations that do not yield three (3) legitimate price quotations may be deemed to satisfy the procurement process requirements of this section at the discretion of the Chief Purchasing Officer; and
3. **Level Three:** All purchases of Biddable Items between \$10,001 and \$75,000 must be approved by the Chief Purchasing Officer. All purchases of Biddable Items in excess of \$75,000 must be approved by the Board. All purchases of Biddable Items in excess of \$10,000 shall be awarded pursuant to a duly advertised bid solicitation issued by the Chief Purchasing Officer, in

accordance with the precepts of formal sealed bids to the lowest, responsive, responsible bidder(s), considering conformity with specifications and terms of delivery, quality and serviceability. A good faith competitive solicitation in lieu of a bid for the purchase of Biddable Items between \$10,001 and \$25,000 may be deemed to satisfy the procurement process requirements of this section at the discretion of the Chief Purchasing Officer. All purchases of Non-biddable Items \$250,001 and above must be approved by the Board and awarded pursuant to a duly advertised request for proposals/qualifications issued by the Chief Purchasing Officer or any other form of competitive solicitation that is issued by the Chief Purchasing Officer in accordance with federal, State or other agency purchasing guidelines.

**Sec. 7-2.1. Expenditures of \$25,000 and Under Which are not Required to be Awarded Through a Competitive Bid Solicitation Process.** Upon requisition duly signed or authorized by the Chief Executive Officer, the Chief Education Officer, the Chief Purchasing Officer, the Chief Financial Officer, the Chief Administrative Officer, the General Counsel, the Chiefs of Schools or any other officer designated by Board Resolution, as appropriate for their respective areas of responsibilities, expenditures for supplies, materials, non-personal services, personal and consulting services or other work which are not required to be awarded through the competitive bid solicitation process pursuant to Board Rule 7-2, up to \$25,000 may be made by purchase order charging appropriated funds.

**Sec. 7-2.2. Regulated Education-Related Expenditures Which are not Subject to Section 7-2 Procurement Requirements.** The procurement rules set out in Section 7-2 do not apply to: (a) selection of charter school providers and contract school providers which are subject to the annual alternate procurement processes established by the Chief Executive Officer or designee; (b) engagement of Illinois State Board of Education certified special education providers who are providing specialized services as mandated by the Individuals with Disabilities in Education Act; (c) payments of proportionate share federal education funds for the purchase of goods and services for private school students under various federal title programs; (d) engagement of vendor(s) required by the US Department of Education, the Illinois State Board of Education, or other federal, state or local governmental agency to provide services under a grant or educational service program administered by the governmental agency; or (e) other education-related expenditures subject to statutory or regulatory procurement procedures outside the scope of these Rules. The applicability of Section 7-2.2 shall be determined by the Chief Purchasing Officer and the General Counsel. If applicability is determined, the Chief Purchasing Officer and the General Counsel shall also identify the method of purchase and contract requirements pertinent to the transaction. Any expenditure pursuant to Section 7-2.2 that exceeds \$25,000 requires Chief Executive Officer or Chief Education Officer approval and any expenditure that exceeds \$75,000 further requires Board approval.

**Sec. 7-2.3. Non-Biddable Education-Related Expenditures and Engagements Which are not Subject to Section 7-2 Procurement Requirements.** The procurement rules set out in Section 7-2 do not apply to: (a) payments of tuition to accredited institutions of higher education; or (b) engagements with organizations or institutions providing internship, practicum or other educational learning opportunities to students, including student stipend programs, or (c) payment of fees for membership in a professional association or organization providing educational programs and resources to support the professional capacity of Board employees, officers and members. The applicability of Section 7-2.3 shall be determined by the Chief Purchasing Officer and the General Counsel. Any expenditure pursuant to Section 7-2.3(a) does not require a contract. Any expenditure pursuant to 7-2.3(b) that exceeds \$25,000 requires a contract. Any expenditure pursuant to Section 7-2.3 that exceeds \$25,000 requires Chief Executive Officer or Chief Education Officer approval and any expenditure that exceeds \$75,000 further requires Board approval.

**Sec. 7-2.4. Purchase of Non-Biddable and Biddable Items Through Federal, State, County, City and Sister City Agency Contracts Which are not Subject to Section 7-2 Procurement Requirements.** The Chief Purchasing Officer is authorized to approve the purchase of Non-biddable and Biddable Items based on contracts between another governmental entity, including the City of Chicago the State of Illinois, the County of Cook, the Board's sister City agencies (the Chicago Park District, the Chicago Transit Authority, the Chicago Housing Authority and the City Colleges of Chicago), and a federal agency, and its vendors (the "Reference Contract"), subject to the following conditions:

1. The procurement process used to form the Reference Contract shall substantially comply with the competitive procurement requirements of these Rules, and shall comply with all legal obligations applicable to the Board.
2. A separate contract between the Board and the governmental entity's vendor that includes all of the material terms in the Reference Contract shall be executed prior to any purchases. The contract entered into between the Board and the vendor may contain:
  - (i) pricing or compensation terms equivalent to, or more favorable to the Board than those contained in the Reference Contract;
  - (ii) a period of duration or term which may vary from the term of the Reference Contract;
  - (iii) such additional provisions as the Chief Purchasing Officer determines to be in the best interests of the Board; or
  - (iv) such insertions to or deletions from the Reference Contract as are required by law or regulation applicable to the Board.
3. All purchases pursuant to Section 7-2.4 must be approved by the Chief Purchasing Officer and require a contract and those purchases over \$75,000 further require Board approval.
4. The contract between the Board and the governmental entity's vendor is subject to the review and approval of the General Counsel.

**Sec. 7-2.5. Restricted Gift Purchases Which are not Subject to Section 7-2 Procurement Requirements.** In accordance with 105 ILCS 5/16-1, if a donor makes a restricted grant, gift, donation or legacy the terms of which require the Board to purchase certain goods or services from a specific vendor, the procurement rules set out in Section 7-2 shall not apply to such purchases. In all such cases, any grant, gift, donation or legacy restrictions must be independently identified by the donor with no influence by District personnel. The applicability Section 7-2.5 shall be determined by the Chief Purchasing Officer and the General Counsel. If applicability is determined, the Chief Purchasing Officer and the General Counsel shall also identify the method of purchase and contract requirements pertinent to the transaction. Any expenditure that exceeds \$75,000 further requires Board approval.

**Sec. 7-2.6. Purchases of Textbooks and Instructional Materials Which Are Not Subject to Section 7-2 Procurement Requirements.** Purchases of textbooks and instructional materials are subject to the favored pricing obligations set out in 105 ILCS 5/28-1, et seq. and therefore the procurement rules set out in Section 7-2 shall not apply to such purchases. Suppliers of textbooks and instructional materials shall file a sworn statement annually with the Chief Purchasing Officer attesting that prices charged to Chicago Public Schools for textbooks and instructional materials are the lowest net prices for such materials as charged elsewhere in Illinois and in the United States. Suppliers charging higher prices in violation of their sworn statements are subject to penalties which include, but are not limited to, rebates for pricing overages. The Chief Education Officer may establish lists of recommended textbooks and instructional materials and provide guidelines for the selection and purchase of textbooks and instructional materials.

**Sec. 7-2.7. Purchase of Non-Biddable and Biddable Items Through The Illinois School Purchasing Network or a Government Purchasing Cooperative Contracts are not Subject to Section 7-2 Procurement Requirements.** The Chief Purchasing Officer is authorized to approve the purchase of Non-biddable and Biddable Items through contracts (a) authorized under the Illinois School Purchasing Network in accordance with Article 28A of the Illinois School Code, or (b) procured from another governmental agency and offered by or through a government purchasing cooperative in which the contracts were entered into in accordance with the purchasing laws and regulations of the procuring government entity. Any expenditure over \$75,000 further requires Board approval. For all such purchases, the Chief Purchasing Officer and the General Counsel shall also identify the method of purchase and contract requirements pertinent to the transaction. The contract between the Board and the Illinois School Purchasing Network, the government purchasing cooperative or their authorized vendor is subject to the review and approval of the General Counsel.

**Sec. 7-2.8. Procurement Guidelines.** The Chief Purchasing Officer is authorized to establish procurement guidelines to ensure the effective implementation of the procurement rules contained in this Chapter VII.

**Sec. 7-3. Procedure for Bid Solicitations.** Except as may otherwise be provided by the Board, when solicitations for Biddable Items are taken, as many bids shall be secured as practicable, basing the solicitation upon a list of prospective bidders that are qualified to provide supplies, materials, work or services. At least one public notice is to be made at least ten days before the bid due date in a newspaper published in the district and shall simultaneously be posted on a readily accessible bulletin board in the Office of the Chief Purchasing Officer. Each bidder receiving a copy of the solicitation must receive at least three days' notice of the time and place of the opening of all such bids. All bids must be sealed by the bidder and must be opened by the Chief Purchasing Officer or his/her designee at a public bid opening at which the contents of the bids must be announced.

If the stated bid opening day falls upon a holiday as established by the Rules of the Board, the time for receipt and opening of bids shall automatically be continued to the next following business day at the same hour.

**Sec. 7-4. Posting of Bid Responses.** Whenever the bids are opened and announced in accordance with Section 7.3, a copy of the aggregate bid prices by category proposed by each bidder shall be publically posted by the Office of the Chief Purchasing Officer not later than four days following the day on which bids are opened.

**Sec. 7-5. Emergency Expenditures.**

a. An emergency shall be determined when, in the judgment of the Chief Purchasing Officer: (i) it is necessary make repairs and alterations, and purchase equipment, services, or supplies (collectively "Emergency Purchases"); (ii) the Emergency Purchases are necessary as a result of circumstances which call for immediate action (the "Conditions Precedent"); and (iii) the Conditions Precedent are a result of fire, accident, threat to the health, safety, security of individuals or other conditions and such action is necessary to prevent material loss or damage to property, or bodily injury or loss of life of the occupants of the Board's buildings and third parties who may be present in its buildings or on its premises or to prevent interference with school sessions or to protect the health, safety, security or well-being of students, staff, or third parties ("Emergency Condition(s)").

b. In order to obtain approval of an Emergency Expenditure, the following steps must be taken: (i) obtain the verbal or written approval of the Chief Executive Officer, Chief Education Officer, Chief Administrative Officer, Chief Operating Officer, or such other chief officer charged with authority over the Conditions Precedent; (ii) obtain the verbal or written approval of the Chief Purchasing Officer; (iii) after the work has been completed, the purchases have been made, or the services have been rendered to the satisfaction of the appropriate Department, complete a Request to Approve Emergency Expenditure on a form approved by the Chief Purchasing Officer (the "Emergency Request Form"); (iv) obtain the verification of the appropriate chief officer on the Emergency Request Form; and (v) have the Emergency Request Form signed by the Chief Purchasing Officer.

c. If an Emergency Condition occurs after business hours, on a weekend, on a holiday, or at any other time that the appropriate chief officer and the Chief Purchasing Officer cannot be contacted, each Portfolio Manager or such other appropriate chief officer of the Board, or their designee, has the authority to take the necessary action at his/her own discretion.

d. The foregoing authority is limited to the minimum expenditure of funds necessary to stabilize an Emergency Condition and protect person and property from further harm. After the Emergency Request Form has been completed, the Chief Purchasing Officer shall prepare a Board Report and obtain approval of the Emergency Expenditure by a ¾ vote of the Board.

**Sec. 7-6. Deposits, Bid Bonds, Performance and Payment Bonds.**

a. When a bid deposit shall be required, whether by law or at the discretion of the Chief Purchasing Officer, it shall be so stated in the solicitation of bids, and the deposit shall be in a reasonable amount but not in excess of 5% of the total bid amount proposed. The bid deposit, when required, may be in the form of a money order, certified check drawn upon a banking institution in good standing and made payable to the order of the Board, a specific bond, or a letter of credit. In lieu of submitting the bid deposit as herein above provided, a bidder may file with the Board an annual bid bond, the amount of which shall be determined by the Chief Purchasing Officer; provided, however, an annual bid bond shall not be accepted on bids for construction work, alterations, repairs to buildings and grounds, and student transportation matters. Such annual bid bond shall in no case be less than \$10,000, and shall cover all bids submitted by such bidder during the period of the bond. All bid bonds shall be signed by a responsible surety company licensed to do business in the State of Illinois.

b. All bid deposits accompanying a bid solicitation, except that of the successful bidder, shall be refunded or returned after the successful bidder has been determined and a contract has been awarded by the Board. The bid deposit of the successful bidder shall be returned after the full execution of the contract and the tendering of any payment and/or performance bond required under the contract. In case of a failure or refusal on the part of the selected bidder to execute a contract and tender a payment and/or performance bond, if required, within a reasonable period of time as determined by the Chief Purchasing Officer, the deposit of the selected bidder so failing or refusing may be forfeited and retained by the Board as liquidated damages and not as a penalty or, when a bid bond has been furnished in lieu of a deposit, the Board may take action on the bond.

c. A payment and performance bond shall be required for all building construction and building and grounds repair work, and student transportation matters. A payment and performance bond may also be required on any other purchases or contracts when specified by the Chief Purchasing Officer. When a payment and performance bond is required, it shall be stated in the solicitation of bids and requests for proposals and/or qualifications and the bonds required shall be in an amount sufficient to insure the fulfillment of the contract of the successful bidder/proposer. Such bonds shall be signed by a responsible surety company licensed to do business in the State of Illinois.

**Sec. 7-7. Rejection of Bids/Proposals.** The Board or the Chief Purchasing Officer shall have the right to reject any or all bids or proposals.

**Sec. 7-8. Expenditures - Pre-Qualified Vendors.** The Chief Purchasing Officer shall submit a report to the Board each quarter of all expenditures made to pre-qualified vendors. The report shall include a list of: i) all expenditures made to each individual pre-qualified vendor; ii) the total expenditures made to all pre-qualified vendors in the applicable pool; and, iii) the balance remaining of the aggregate amount authorized for each applicable pre-qualified pool of vendors.

**Sec. 7-9. Strategic Sourcing.** The Chief Purchasing Officer or his/her designee shall prepare and circulate to local schools a list of pre-qualified vendors ('strategic sourcing vendors') offering volume discounts of commodities such as instructional materials, equipment, supplies, and various services. Schools shall be required to use strategic sourcing vendors for all purchases over \$10,000 in accordance with the Board's Strategic Sourcing Policy. Schools requesting to use a vendor other than a strategic sourcing vendor for purchases over \$10,000 must obtain prior written approval from the Chief Purchasing Officer and comply with applicable competitive basis procedures. All such purchases of commodities and services that are subject to the Board's Strategic Sourcing Policy shall be made only pursuant to a purchase order approved by the Chief Purchasing Officer.

**Sec. 7-10. Sole Sourcing.**

a. Sole Sourcing of Non-Biddable Items. Sole source procurements and contracts are defined as those that have not been competitively procured. Sole source procurements are discouraged and any office, department, program, unit, or school requesting sole sourcing should carefully consider all available resources before requesting a sole source award. Sole source procurements are improper if only for administrative convenience. The Chief Purchasing Officer is authorized to approve sole source procurements up to \$75,000. All sole source procurements over \$75,000 must be approved by the Chief Purchasing Officer and the Board. In determining whether to approve a sole source procurement of Non-biddable items, the following criteria shall be considered:

1. The specific problem, requirement, or need that the procurement or contract is intended to address that makes sole sourcing necessary. This should include an explanation as to how the services or goods and merchandise are critical or essential to the Board's responsibilities or operations.
2. The availability of resources to perform the services or provide the goods and merchandise efficiently and cost effectively.

3. The unique qualifications, abilities or expertise of the contractor or supplier to meet the Board's needs and/or the unique nature of the services and/or goods and merchandise.
4. Whether the particular contractor or supplier was named in a grant and is essential to fulfilling the Board's obligations under the grant.
5. Any other special circumstances that may be relevant such as copyright restrictions, or where the proposed contractor or supplier is the only source available in the geographical area.
6. The basis for the determination that the costs, fees, or rates negotiated are fair and reasonable given the absence of a competitive basis award. The explanation may make a comparison with comparable contracts, use the results of a market survey, or employ some other appropriate means to make such a determination.

b. Sole sourcing of Biddable Items is not permitted.

**Sec. 7-11. Contract Ineligibility.** No person or business entity shall be awarded a contract if that person or business entity: (i) has been convicted of bribery or attempting to bribe a public officer or employee of the Board of Education of the City of Chicago, the State of Illinois, or any other public entity, in that officer or employee's official capacity; (ii) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (iii) has made an admission of guilt of such conduct described above which is a matter of record but has not been prosecuted for such conduct. Ineligibility under this section shall continue for three years following such conviction or admission.

For purposes of this Section 7-11, no person or business entity shall be eligible to be awarded a contract if such person has engaged in: (i) Bid Stringing (as defined in 720 ILCS 5/33 E-2 (i-5)), which also includes any knowing attempt to divide or plan procurements to avoid the use of competitive procedures; (ii) Bid Rigging (as defined in 720 ILCS 5/33 E-3); or (iii) Bid Rotating (as defined in 720 ILCS 5/33 E-4). For purposes of this section, where an official, agent or employee of a business entity has committed such conduct described above on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. Bid Stringing, Bid Rigging and Bid Rotating are prohibited.

**Sec. 7-12. Prohibition Against Stringing.** "Stringing" is dividing or planning any procurement program, activity, transaction, invoice, purchase order or agreement involving the Board or any of its operational elements (including offices, departments, bureaus, programs, units and schools) to avoid either: (a) any of the competitive procurement processes set forth in Board Rule 7-2; or (b) any of the limitations on delegated authority set forth in Board Rule 7-15 or 105 ILCS 5/34-8.1. Stringing is prohibited.

**Sec. 7-13. Written Contracts and Purchase Orders Required.**

a. Except as otherwise provided in these Rules, all expenditures for Biddable Items exceeding \$10,000 which must be awarded through the competitive bid solicitation process pursuant to Board Rule 7-2, and expenditures for Non-biddable Items exceeding \$25,000 which are not required to be awarded through the competitive solicitation process pursuant to Board Rule 7-2, either individually or collectively for consecutive purchases from the same vendor/service provider of the same item or service by the same authorized officer, and all other transactional matters requiring contracts, leases, licenses or intergovernmental agreements shall be evidenced by a written document approved as to legal form by the General Counsel and signed by the Board, the Chief Purchasing Officer or other officers as specified in Section 7-14 or 7-15 of these Rules, as applicable, and the other party.

No goods or materials, apparatus, equipment, supplies, wares or merchandise may be received, nor may services, repairs, or work commence nor leaseholds be created, nor may payments be made regarding any of the foregoing prior to execution of a written document for same in accordance with Board Rule 7-14 or 7-15, as applicable.

b. Except as otherwise provided in these Rules, all purchases for any Dollar amount require a Purchase Order obtained consistent with these Rules and applicable law. The Purchase Order must be issued prior to order or receipt of goods or services.

**Sec. 7-14. President and Secretary to Execute Contracts and Leases.** Except as otherwise provided in these Rules, the President and Secretary of the Board of Education shall sign and execute all contracts duly authorized by order, resolution, or direction of the Board of Education and shall sign and execute leases of school property or property required for school purposes duly authorized by order, resolution, or direction of the Board of Education, and which have been approved as to legal form by the General Counsel. The President, with the approval of the Board, may designate one or more persons who shall have proxy authority to affix the signature of the President to such contracts or leases. In the absence of the Secretary, the Assistant Secretary shall sign such contracts or leases. The Board may, at its discretion, authorize and designate a signatory for leases and contracts under certain specified dollar amounts and for ancillary documents that serve to administer or effectuate a contract or lease. In the event the President abstains from a contract or lease matter, the Board-approved contract or lease may be executed by the Vice President. In the case of abstention by the President and the absence, disability or abstention of the Vice President, the Board-approved contract or lease may be executed by any member of the Board. When so signed, executed, and approved, such contracts and leases shall be deemed to be duly executed by the Board of Education.

**Sec. 7-15. Delegation of Authority to Act.** In addition to the foregoing, the Board hereby delegates the following specific authority to the following Officers or their respective designees with respect to making and executing certain agreements, which authority may be exercised without prior Board action or approval. This authority includes the authority to approve payments and ratify agreements within the scope of the authority delegated in this section. All authority exercised by the Officers pursuant to this Rule shall be reported to the Board on a monthly basis.

a. The Chief Executive Officer has the authority to authorize and execute the following:

1. Any and all intergovernmental agreements and other miscellaneous types of agreements that have no financial impact on the Board, subject to approval as to legal form by the General Counsel.
2. Education-related agreements enumerated in Board Rule 7-2.2 and 7-2.3 up to \$75,000 per provider/institution, subject to approval as to legal form by the General Counsel.

b. The Chief Operating Officer has the authority to authorize and execute the following:

1. Any and all real property leases/licenses where the Board is the landlord/licensor, with a term of less than ten (10) years, regardless of the dollar amount, subject to approval as to legal form by the General Counsel (except for leases/licenses at 125 S. Clark Street, Chicago, Illinois and for leases/licenses with Charter Schools, which require prior Board approval), provided however that the Chief Operating Officer may authorize and execute such leases/licenses with no further approval from the General Counsel when using the form agreement established by the Law Department with no modifications thereto other than to include business terms. Further, the Chief Operating Officer has the authority to authorize and execute all real property leases/licenses (including those with indemnification provisions) where the Board is the tenant/licensee, the term is less than ten (10) years, and the dollar amount for the term of the lease/license is \$75,000 or under, subject to approval as to legal form by the General Counsel. Further, the Chief Operating Officer has the authority to authorize and execute any and all agreements and documents to grant the Board access or right of entry to property including those with indemnification provisions.
2. All Change Orders related to construction. "Change Order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion. The Chief Operating Officer shall establish construction change order procedures for the submission and approval of Change Orders. The Chief Operating Officer shall report all Change Orders to the Board on a monthly basis. The monthly report shall include a brief description of the change, the original contract amount, the net change by previous Change Orders in dollar amount and by percentage, the total contract amount prior to the current Change Order being submitted; the net increase/decrease in contract amount with the current Change Order in dollar amount and by percentage, and the revised contract amount. All Change Orders must be in compliance with the Public Works Contract Act (50 ILCS 525).
3. Agreements or documents for the sale, disposition, transfer, donation or auctioning of Board assets, subject to approval as to legal form by the General Counsel, and provided that the compensation to be paid to a third party for these services shall be payable or deductible from the proceeds. The Chief Operating Officer shall also have the authority to approve the transfer of school assets to other schools (including charter schools). Board assets mean those goods which are tangible, non-real estate properties. The sale, disposition, transfer, donation and auctioning of Board assets with an original purchase price or fair market value of \$5,000 or more that were purchased with funds from the State Board of Education shall be subject to the approval of Corporate Accounting. The Chief Operating Officer shall report to the Board on an annual basis all assets sold, transferred, donated, or otherwise disposed under the delegation of authority herein.

c. The Chief Education Officer has the authority to authorize and execute the following:

1. Education-related agreements enumerated in Board Rule 7-2.2 and 7-2.3 up to \$75,000 per provider/institution, subject to approval as to legal form by the General Counsel.
2. No-fee education-related agreements including internship agreements, programmatic agreements and data sharing agreements, subject to approval as to legal form by the General Counsel.

Effective March 1, 2013 June 1, 2012, all references to the Chief Education Officer in any Board Rule, Policy or contract are interchangeable with, and shall constitute a reference to, the Chief Teaching and Learning Officer ~~Chief Instruction Officer~~.

d. The Chief Financial Officer has the authority to: i) accept any and all grants, donations and gifts of any dollar amount; and ii) refund any unspent dollars from grants, donations or gifts. The Chief Financial Officer has the authority to execute any and all grant, donation or gift acceptance agreements and amendments related thereto required by any such grantor, donor or giftor, including agreements with obligations to cost-share using district funds or to indemnify the grantor, donor or giftor. However, any grant, donation or gift acceptance agreements and amendments related thereto with a total value of \$250,000 or more of both external funding and internal funding, shall be subject to approval as to legal

form by the General Counsel. The Chief Financial Officer together with the head of the department receiving the grant have the authority to provide such additional information, assurances and certifications as are necessary in connection with such grant. For all grants, gifts and donations and refunds of same, the Chief Financial Officer shall report to the Board on a monthly basis all grants, gifts and donations received in excess of \$50,000, all related cost-sharing obligations contained in such grants, gifts or donations in excess of \$50,000, and all refunds of unspent grants, gifts or donations in excess of \$5,000. Expenditure of grant funds are subject to the procurement rules in this Chapter VII.

- e. The Chief Purchasing Officer has the authority to:
1. Approve purchases up to \$75,000 and to authorize and execute any and all of the purchasing documents enumerated below, subject to approval as to legal form by the General Counsel, when such purchases are made in accordance with the Board Rules set forth in Chapter VII; provided however that the Chief Purchasing Officer may authorize and execute such purchasing documents with no further approval from the General Counsel when using the form agreement established by the Law Department with no modifications thereto other than to include business terms. If modifications are made to the form agreement, then approval of the General Counsel as to legal form is required.
    - i. Agreements for Biddable Items and Non-biddable Items that do not exceed \$75,000;
    - ii. Options to renew and/or mutually-agreed-to extensions of agreements for Biddable Items and Non-biddable Items that do not exceed \$75,000; and
    - iii. Amendments to contracts for Biddable Items and Non-biddable Items initially costing \$75,000 and under, which amendments do not increase the total obligation to more than \$75,000 or materially diminish the obligations of the vendor.
  2. Approve payments and ratify agreements for the purchase of Non-biddable items up to \$75,000 and for the purchase of biddable items between \$10,001 and \$25,000 when such purchases are not made in accordance with the Board Rules set forth in this Chapter VII.
  3. Approve the amendments enumerated below to contracts for Biddable Items and Non-biddable Items that exceed \$75,000, subject to approval as to legal form by the General Counsel, when such amendments do not increase the Board-approved maximum expenditure amount or materially diminish the obligations of the vendor.
    - i. Amendments to effectuate a reduction in unit price negotiated by the Chief Purchasing Officer;
    - ii. Amendments to effectuate an assignment and assumption of a Board contract to another corporate entity due to the corporate reorganization of a Board vendor;
    - iii. Amendments to effectuate a corporate name change of a Board vendor;
    - iv. Amendments to effectuate a contract extension; and
    - v. Amendments to effectuate administrative corrections or clarifications.

Effective March 5, 2012, all references to the Chief Purchasing Officer in any Board Rule, Policy or contract are interchangeable with, and shall constitute a reference to, the Chief Procurement Officer.

f. The General Counsel has the authority to appoint outside counsel, retain experts and to take all actions required to fulfill the duties and obligations imposed upon the General Counsel in Chapter III of these Rules, subject to appropriation. The General Counsel also has the authority to authorize and execute any and all agreements and documents regarding the following:

1. access and right of entry to property which may include indemnification;
2. indemnification related to agreements for the purchase, sale, use, occupancy, license or lease of real estate;
3. zoning, taxes and other governmental petitions and requests;
4. indemnification related to shrink-wrap and click-wrap agreements;
5. agreements with a nominal value of less than \$5,000 granting nonexclusive rights to use Board intellectual property and other agreements related to the grant of intellectual rights and permissions, including any indemnification of third parties associated with said agreements; and,
6. other legal matters having no direct financial impact on the Board.

g. The Communications Officer has the authority to execute access agreements to film in Board facilities and CPS schools subject to approval as to legal form by the General Counsel.

h. The Chief Administrative Officer or designee has the authority to execute no-fee agreements regarding non-disclosure, confidentiality and network access with no further approval from the General Counsel when using an agreement approved by the Law Department.

**President Vitale indicated that if there were no objections, Board Reports 13-0828-RS1 through 13-0828-RS3, 13-0828-PO1 through 13-0828-PO6, and 13-0828-RU1 would be adopted by the last favorable roll call vote, all members present voting therefore.**

President Vitale thereupon declared Board Reports 13-0828-RS1 through 13-0828-RS3, 13-0828-PO1 through 13-0828-PO6, and 13-0828-RU1 adopted.

13-0828-CO1

FINAL

COMMUNICATION RE: LOCATION OF  
BOARD MEETING OF SEPTEMBER 25, 2013

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

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, September 25, 2013 will be held at:

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

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

Public Participation Guidelines are available on [www.cpsboe.org](http://www.cpsboe.org) or by calling (773) 553-1600.

For the September 25, 2013 Board Meeting, advance registration to speak will be available beginning Monday, September 16<sup>th</sup> at 8:00 a.m. and close Friday, September 20<sup>th</sup> at 5:00 p.m., or until all slots are filled. You can advance register during the registration period by the following methods:

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

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

13-0828-EX1\*

TRANSFER OF FUNDS  
Various Units and Objects

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

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

1. Transfer from Youth Development and Positive Behavior Supports - City Wide to Austin Business and Entrepreneursh

Rationale:	TPPI FUNDS TRANSFER TO AUSTIN BUSINESS & ENT.		
Transfer From:	Unit	Youth Development and Positive Behavior Supports - City Wide	10898
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Oth Govt Fd Prog-Impr Of Inst	221011
	Grant	Chicago Teen Pregnancy Prevention Initiative	517502
Transfer to:	Unit	Austin Business and Entrepreneurship Academy	66411
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Oth Govt Fd Prog-Impr Of Inst	221011
	Grant	Chicago Teen Pregnancy Prevention Initiative	517502
Amount:	\$1,000.00		

**2. Transfer from Youth Development and Positive Behavior Supports - City Wide to Ellen H Richards Career Academy**

Rationale: TPPI FUNDS TRANSFER TO RICHARDS CAREER ACADEMY.

Transfer From:	Unit	Youth Development and Positive Behavior Supports - City Wide	10898
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Oth Govt Fd Prog-Impr Of Inst	221011
	Grant	Chicago Teen Pregnancy Prevention Initiative	517502
Transfer to:	Unit	Ellen H Richards Career Academy	53051
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Oth Govt Fd Prog-Impr Of Inst	221011
	Grant	Chicago Teen Pregnancy Prevention Initiative	517502
Amount:		\$1,000.00	

**3. Transfer from Youth Development and Positive Behavior Supports - City Wide to Bowen High School**

Rationale: TPPI FUNDS TRANSFER TO BOWEN HIGH SCHOOL.

Transfer From:	Unit	Youth Development and Positive Behavior Supports - City Wide	10898
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Oth Govt Fd Prog-Impr Of Inst	221011
	Grant	Chicago Teen Pregnancy Prevention Initiative	517502
Transfer to:	Unit	Bowen High School	46491
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Oth Govt Fd Prog-Impr Of Inst	221011
	Grant	Chicago Teen Pregnancy Prevention Initiative	517502
Amount:		\$1,000.00	

**4. Transfer from Youth Development and Positive Behavior Supports - City Wide to Hyde Park Career Academy**

Rationale: TPPI FUNDS TRANSFER TO HYDE PARK ACADEMY.

Transfer From:	Unit	Youth Development and Positive Behavior Supports - City Wide	10898
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Oth Govt Fd Prog-Impr Of Inst	221011
	Grant	Chicago Teen Pregnancy Prevention Initiative	517502
Transfer to:	Unit	Hyde Park Career Academy	46171
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Oth Govt Fd Prog-Impr Of Inst	221011
	Grant	Chicago Teen Pregnancy Prevention Initiative	517502
Amount:		\$1,000.00	

**5. Transfer from Youth Development and Positive Behavior Supports - City Wide to Kelvyn Park High School**

Rationale: TPPI FUNDS TRANSFER TO KELVYN PARK HIGH SCHOOL.

Transfer From:	Unit	Youth Development and Positive Behavior Supports - City Wide	10898
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Oth Govt Fd Prog-Impr Of Inst	221011
	Grant	Chicago Teen Pregnancy Prevention Initiative	517502
Transfer to:	Unit	Kelvyn Park High School	46191
	Fund	Miscellaneous Federal & State Block Grants	324
	Account	Miscellaneous Charges	57940
	Program	Oth Govt Fd Prog-Impr Of Inst	221011
	Grant	Chicago Teen Pregnancy Prevention Initiative	517502
Amount:		\$1,000.00	

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

Rationale:	Funds Transfer From Award# 2014-484-00-01 To 2013-483-00.		
Transfer From:	Unit	Information & Technology Services	12510
	Fund	Anticipated Summer 2013 Bonds	484
	Account	Capitalized Equipment	56302
	Program	Child Award	253544
	Grant	Default Value	000000
Transfer to:	Unit	Capital/Operations - City Wide	12150
	Fund	CIP Series 2012A	483
	Account	Capitalized Construction	56310
	Program	Parent Award	253543
	Grant	Default Value	000000
Amount:	\$4,000,000.00		

**733. Transfer from MSAC - Back of the Yards Area High School to Capital/Operations - City Wide**

Rationale:	Funds Transfer From Project# 2008-MS10-NSC To Award# 2010-481-00-05 ; Change Reason : NA.		
Transfer From:	Unit	MSAC - Back of the Yards Area High School	46551
	Fund	BABS - CIP Series 2010D	481
	Account	Capitalized Construction	56310
	Program	Modern Schools Across Chicago	253533
	Grant	Build America Bonds (Babs)	610000
Transfer to:	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
Amount:	\$5,000,000.00		

**734. Transfer from Lake View High School to Capital/Operations - City Wide**

Rationale:	Funds Transfer From Project# 2013-46211-ICR To Award# 2012-483-00-14 ; Change Reason : NA.		
Transfer From:	Unit	Lake View High School	46211
	Fund	CIP Series 2012A	483
	Account	Capitalized Construction	56310
	Program	Interior Renovation	253526
	Grant	Default Value	000000
Transfer to:	Unit	Capital/Operations - City Wide	12150
	Fund	CIP Series 2012A	483
	Account	Capitalized Construction	56310
	Program	Career Employment Preparation	140070
	Grant	Default Value	000000
Amount:	\$6,343,992.00		

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

**13-0828-EX2**

**AMEND BOARD REPORT 13-0522-EX101**

**AMEND BOARD REPORT 11-0126-EX11**

**APPROVE THE GRANTING OF A CHARTER AND ENTERING INTO A CHARTER SCHOOL AGREEMENT WITH KWAME NKURMAH ACADEMY, INC., AN ILLINOIS NOT FOR PROFIT CORPORATION**

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

Approve the granting of a charter and entering into a Charter School Agreement with Kwame Nkrumah Academy, Inc., for a five-year period. The Charter School Agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this Board Report. The agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

This May 2013 amendment is necessary to authorize Kwame Nkrumah Academy, Inc. to identify the CPS facility at 8524 South Green Street as the location of the Kwame Nkrumah Academy Charter School. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

This August 2013 amendment is necessary to authorize Kwame Nkrumah Academy, Inc. to identify the independent facility at 314 West 108<sup>th</sup> Street as the location of the Kwame Nkrumah Academy Charter School. Board Report 13-0522-EX97 which authorized the co-location of Walter Q. Gresham Elementary School and Kwame Nkrumah Academy Charter School shall be rescinded at the August 28, 2013 board meeting. Board Report 13-0724-OP3 which authorized a new lease agreement with Kwame Nkrumah Academy, Inc. for a portion of the Walter Q. Gresham Elementary School building shall also be rescinded at the August 28, 2013 board meeting. The authority granted herein shall automatically rescind in the event a written amendment to the Charter School Agreement is not executed by the Board and the charter school's governing board within 120 days of the date of this amended Board Report. The amended agreement authorized herein will only take effect upon certification by the Illinois State Board of Education.

**SCHOOL OPERATOR:** Kwame Nkrumah Academy, Inc.  
~~904 E. 95<sup>th</sup> Street~~ 314 West 108<sup>th</sup> Street  
 Chicago, Illinois 60619  
 Phone: 773-548-6675  
 Contact: Dr. Iva Carruthers, Chair, Board of Trustees

**CHARTER SCHOOL:** Kwame Nkrumah Academy Charter School  
~~8524 South Green Street~~ 314 West 108<sup>th</sup> Street  
 Chicago, Illinois ~~60629~~ 60628  
 Phone: 773-548-6675  
 Contact: Dr. Iva Carruthers, Chair, Board of Trustees

**OVERSIGHT:** Office of Innovation and Incubation  
 125 S. Clark, 10<sup>th</sup> Floor  
 Chicago, IL 60603  
 773-553-1530  
 Contact Person: Jack Elsey, Chief Officer

**DESCRIPTION:** The Charter Schools Law (105 ILCS 5/27A-1 et seq., as amended) provides that up to 70 charter schools may be operated in the city of Chicago. Proposals to operate charter schools are submitted to the Board for evaluation pursuant to the standards set forth in 105 ILCS 5/27A-8, and the Board convenes a public meeting to obtain information to assist in its decision to grant or deny each proposal and report its action to the Illinois State Board of Education. The State Board determines whether the approved charter school proposal and the proposed contract satisfy the provisions of the Charter Schools Law and, if so, certifies the charter school. This school operated as an existing public school during the 2008-2009, 2009-2010 and 2010-2011 school years (Board Report 07-1024-EX14). This proposal to convert a public school to charter school status is consistent with Section 27A-8(b) of the Illinois Charter Schools Law.

**CHARTER APPLICATION PROPOSAL:** The Kwame Nkrumah Academy Charter School (Kwame Nkrumah Academy) proposal was submitted by Kwame Nkrumah Academy, Inc. and received by the Board in August 2010. The Kwame Nkrumah Academy aims to be a global model of African-centered teaching and learning, a center and community of academic excellence and uncompromised expression. Kwame Nkrumah Academy will equip students with a strong sense of personal identity, requisite ethical moorings, and academic and leadership skills to prepare them for participation in the global community of the 21<sup>st</sup> Century. The curriculum of the Kwame Nkrumah Academy will focus on discipline and measured instructional outcomes, and include the use of age-appropriate global scholar mentorships, community-based experiential learning, exploration dialogue with diverse peers, language immersion and exchange programs. The school is slated to open in the fall of 2011 serving 201 students in grades K-4. At capacity, the school will serve 421 students in grades K-8. The school will be located at ~~8524 S. Green Street~~ 314 W. 108<sup>th</sup> Street. Public hearings on charter school submissions submitted in 2010, as required by statute, were held on December 13, 2010 and January 18, 2011.

In March 2013, the CEO recommended to the Board that the CPS facility at 8524 South Green Street be identified as the location of the Kwame Nkrumah Academy Charter School. This site will require that the Kwame Nkrumah Academy Charter School share its facility with Walter Q. Gresham Elementary School. The two schools will share their facility in accordance with the Board's Shared Facility Policy, 05-0126-PO1.

A public hearing on the proposed co-location was held on May 7, 2013 at Board Chambers, 125 South Clark, 5<sup>th</sup> floor. The hearing was recorded and a summary report is available for review.

In July 2013, Kwame Nkrumah Academy, Inc. submitted a material modification to relocate Kwame Nkrumah Academy Charter School to the independent facility at 314 West 108<sup>th</sup> Street, beginning in the fall of 2013. A public hearing on the proposed relocation was held on Monday, August 19, 2013. The hearing was recorded and a summary report is available for review.

Board Report 13-0522-EX97 which authorized the co-location of Walter Q. Gresham Elementary School and Kwame Nkrumah Academy Charter School shall be rescinded at the August 28, 2013 board meeting.

Board Report 13-0724-OP3 which authorized a new lease agreement with Kwame Nkrumah Academy, Inc. for a portion of the Walter Q. Gresham Elementary School building shall also be rescinded at the August 28, 2013 board meeting.

**TERM:** The term of the Kwame Nkrumah Academy charter and agreement shall commence July 1, 2011 and end June 30, 2016.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions, including any indemnities to be provided to the charter school, in the written Charter School Agreement and amendment, which shall reflect resolution of any and all outstanding issues between the Board and the governing body of the charter school including, but not limited to: site location, enrollment, educational program, financial controls and practices, academic accountability and evaluations. Authorize the President and Secretary to execute the written Charter School Agreement and amendment. Authorize the Executive Director of the Office of New Schools and Innovative Models to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the approved proposal and signed Charter School Agreement to the Illinois State Board of Education for certification.

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

**AFFIRMATIVE ACTION:** Not applicable.

**FINANCIAL:** The financial implications will be addressed during the development of the 2013-2014 fiscal year budget. Since the School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made, expenditures beyond FY13 are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budgets.

**GENERAL CONDITIONS:**

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

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

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

Ethics — The Board's Ethics Code adopted ~~June 23, 2004 (04-0623-PO4)~~ May 25, 2011 (11-0525-PO2), as amended from time to time shall be incorporated into and made a part of the agreement.

**13-0828-EX3**

**APPROVE ENTERING INTO AMENDED CHARTER SCHOOL AGREEMENTS WITH VARIOUS CHARTER SCHOOLS**

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

Approve entering into amended Charter School Agreements with the schools listed herein to incorporate revisions to their Charter School Accountability Plans. Written amended charter school agreements are currently being negotiated. The authority granted herein shall automatically rescind as to each Charter School in the event such amended Charter School Agreement is not executed by the Board and the Charter School's governing board within 120 days of the date of this Board Report. The amended Charter School Agreements authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to these agreements is stated below.

**CHARTER SCHOOLS:**

- |   |  |
|---|--|
| <p>1. Academy for Global Citizenship Charter School<br/>c/o Academy for Global Citizenship<br/>4647 West 47<sup>th</sup> Street<br/>Chicago, IL 60632<br/>Phone: 773-582-1100<br/>Contact: Sarah Elizabeth Ippel<br/>Term: July 1, 2010 – June 30, 2015</p> | <p>3. Bronzeville Lighthouse Charter School<br/>8 West Root Street<br/>Chicago, IL 60651<br/>Phone: (773) 535-1459<br/>Contact Person: Phyllis Goodson<br/>Term: July 1, 2011 – June 30, 2016</p>                                |
| <p>2. Alain Locke Charter School<br/>3141 W. Jackson<br/>Chicago, IL 60612<br/>Phone: (773) 265-7230<br/>Contact Person: Claire Hartfield<br/>Term: July 1, 2009 – June 30, 2014</p>  | <p>4. Catalyst Charter School – Howland<br/>c/o Catalyst Schools<br/>5608 West Washington Boulevard<br/>Chicago, IL 60644<br/>Phone: (773) 295-7001<br/>Contact Person: Gordon Hannon<br/>Term: July 1, 2011 – June 30, 2015</p> |

5. Catalyst Elementary Charter School –  
Circle Rock  
c/o Catalyst Schools  
5608 West Washington Boulevard  
Chicago, IL 60644  
Phone: (773) 295-7001  
Contact Person: Gordon Hannon  
Term: July 1, 2010 – June 30, 2015
6. Catalyst Charter School – Maria  
c/o Catalyst Schools  
5608 West Washington Boulevard  
Chicago, IL 60644  
Phone: (773) 295-7001  
Contact Person: Gordon Hannon  
Term: July 1, 2012 – June 30, 2017
7. Chicago Math and Science Academy  
7212 North Clark  
Chicago, IL 60626  
Phone: (773) 761-8960  
Contact Person: Aydin Kara  
Term: July 1, 2009 – June 30, 2014
8. Chicago Virtual Charter School  
38 S. Peoria  
Chicago, IL 60607  
Phone: (312) 267-4486  
Contact Person: Stephanie Hargrens  
Term: July 1, 2011 – June 30, 2016
9. Erie Elementary Charter School  
1405 North Washtenaw  
Chicago, IL 60622  
Phone: (773) 486-7161  
Contact Person: Velia Soto  
Term: July 1, 2010 – June 30, 2015
10. Galapagos Charter School  
3814 West Iowa Street  
Chicago, IL 60651  
Phone: (773) 384-9400  
Contact Person: Michael Lane  
Term: July 1, 2010 – June 30, 2015
11. Kwame Nkrumah Charter Academy  
8524 South Green Street  
Chicago, IL 60620  
Phone: 773-548-6675  
Contact: Dr. Iva Carruthers  
Term: July 1, 2011 – June 30, 2016
12. L.E.A.R.N. Charter School  
212 South Francisco Avenue  
Chicago, IL 60612  
Phone: (773) 826-0370  
Contact Person: Greg White  
Term: July 1, 2011 – June 30, 2016
13. Legacy Charter School  
4217 West 18<sup>th</sup> Street  
Chicago, IL 60623  
Phone: (773) 542-1640  
Contact Person: Lisa Kenner  
Term: July 1, 2010 – June 30, 2015
14. Namaste Charter School  
3737 S. Paulina Avenue  
Chicago, IL 60609  
Phone: (773) 715-9558  
Contact Person: Allison Slade  
Term: July 1, 2009 – June 30, 2014
15. Noble Network of Charter Schools  
1010 North Noble Street  
Chicago, IL 60622  
Phone: (773) 862-1449  
Contact Person: Michael Milkie  
Term: July 1, 2009 – June 30, 2014
16. Polaris Charter Academy  
620 North Sawyer  
Chicago, IL 60624  
Phone: (773) 534-0820  
Contact Person: Michelle Navarre  
Term: July 1, 2012 – June 30, 2017
17. Providence Englewood Charter School  
c/o Providence Englewood School  
Corporation  
6515 S. Ashland  
Chicago, IL 60636  
Phone: (773) 434-0202  
Contact Person: Angela Johnson-Williams  
Term: July 1, 2011 – June 30, 2014
18. Rowe Elementary Charter School  
c/o Northwestern University Settlement  
Association  
1400 West Augusta Boulevard  
Chicago, IL 60642  
Phone: (773) 278-7471  
Contact Person: Ron Manderschied  
Term: July 1, 2010 – June 30, 2015

**OVERSIGHT:** Office of Innovation and Incubation  
125 S. Clark Street, 10<sup>th</sup> Floor  
Chicago, IL 60603  
Phone: (773) 553-1530  
Contact Person: Jack Elsey, Chief Officer

**CHARTER AMENDMENT PROPOSAL:** The Office of Innovation and Incubation proposes to amend the existing Charter School Agreements for the aforementioned schools to adopt revisions to their Accountability Plans. Each elementary school's Accountability Plan for SY 2013-2014, based on data collected during SY 2012-2013, has been revised to align with the new ISAT cut points, similar to the School Performance, Remediation and Probation Policy approved by the Board in April 2013 (13-0424-PO2). The execution of amended Charter School Agreements will further the goal of uniformity in performance measurement, accountability and other terms and conditions among all Charter Schools.

**TERM:** Each amended Charter School Agreement shall commence on September 1, 2013 and shall end on the date set forth in each Charter School's current agreement.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions in the written amended Charter School Agreements. Authorize the President and Secretary to execute the written amended Charter School Agreements. Authorize the Executive Director of the Office of New Schools and Innovative Models to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the signed amended Charter School Agreements to the Illinois State Board of Education for certification.

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

**FINANCIAL:** There are no financial implications with respect to the amended Charter School Agreements. The financial implications of the operation of the Charter Schools listed herein are addressed in the Board Reports specific to each Charter School.

**GENERAL CONDITIONS:**

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

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

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

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

**Vice President Ruiz abstained on Board Report 13-0828-EX3.**

**Board Member Dr. Bienen abstained on Board Report 13-0828-EX3.**

**13-0828-EX4**

**APPROVE ENTERING INTO AN AMENDED CHARTER SCHOOL AGREEMENT  
WITH KIPP CHICAGO SCHOOLS**

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

Approve entering into an amended Charter School Agreement with KIPP Chicago Schools to incorporate revisions to its Charter School Accountability Plan. A written amended charter school agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event such amended Charter School Agreement is not executed by the Board and the Charter School's governing board within 120 days of the date of this Board Report. The amended Charter School Agreement authorized herein will only take effect upon certification by the Illinois State Board of Education. Information pertinent to this agreement is stated below.

**CHARTER SCHOOL:** KIPP Chicago Charter School  
c/o KIPP Chicago Schools  
1945 South Halsted, Suite 101  
Chicago, IL 60608  
Phone: (312) 733-8108  
Contact Person: Nicole Boardman  
Term: July 1, 2012 – June 30, 2017

**OVERSIGHT:** Office of Innovation and Incubation  
125 S. Clark Street, 10<sup>th</sup> Floor  
Chicago, IL 60603  
Phone: (773) 553-1530  
Contact Person: Jack Eisey, Chief Officer

**CHARTER AMENDMENT PROPOSAL:** The Office of Innovation and Incubation proposes to amend the existing Charter School Agreement with KIPP Chicago Schools to adopt revisions to its Accountability Plan. The elementary school's Accountability Plan for SY 2013-2014, based on data collected during SY 2012-2013, has been revised to align with the new ISAT cut points, similar to the School Performance, Remediation and Probation Policy approved by the Board in April 2013 (13-0424-PO2). The execution of the amended Charter School Agreement will further the goal of uniformity in performance measurement, accountability and other terms and conditions among all Charter Schools.

**TERM:** The amended Charter School Agreement shall commence on September 1, 2013 and shall end on the date set forth in the Charter School's current agreement.

**AUTHORIZATION:** Authorize the General Counsel to include relevant terms and conditions in the written amended Charter School Agreement. Authorize the President and Secretary to execute the written amended Charter School Agreement. Authorize the Executive Director of the Office of New Schools and Innovative Models to issue a letter notifying the Illinois State Board of Education of the action(s) approved hereunder and to submit the signed amended Charter School Agreement to the Illinois State Board of Education for certification.

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

**FINANCIAL:** There are no financial implications with respect to the amended Charter School Agreement. The financial implications of the operation of the Charter School listed herein are addressed in the Board Report specific to that Charter School.

**GENERAL CONDITIONS:**

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

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

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

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

**Board Member Dr. Hines abstained on Board Report 13-0828-EX4.**

**Board Member Ms. Quazzo abstained on Board Report 13-0828-EX4.**

**13-0828-EX5**

**APPROVE ENTERING INTO AN ARMY JROTC PROGRAM AGREEMENT WITH THE U.S. DEPARTMENT OF THE ARMY FOR SPRY COMMUNITY LINKS HIGH SCHOOL**

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

Approve entering into an agreement with the U.S. Department of the Army to establish and operate an Army Junior Reserve Officers' Training Corps Program ("AJROTC Program") at Spry Community Links High School. The agreement shall incorporate the AJROTC Standing Operating procedures and regulations as established by the Department of the Army which regulate the operation of the Army JROTC Program. A written agreement is available for Board Signature. This Board Report is also to approve entering into employment contracts with JROTC instructors. Information pertinent to these agreements is stated below.

**PROVIDER:** Department of the Army  
Headquarters, Junior Reserve Officers' Training Corps  
United States Army Cadet Command  
394 Dragoon Road, Fort Knox, KY 40121  
Attention: Mr. Leon McMullen  
Phone: 757-788-4585

**USER:** Spry Community Links High School  
2400 South Marshall Boulevard  
Chicago, Illinois 60623  
Attention: Francisco Borrás - Principal  
Phone: (773) 534-1664

**TERM:** The term of the Army JROTC agreement shall commence on September 1, 2013 and shall remain in effect until it is terminated by the parties as set forth in the agreement.

**PROGRAM DESCRIPTION:** This report approves the establishment of an Army JROTC program at Spry Community Links High School, effective September 1, 2013. The Army JROTC Program augments classroom instruction during the year through community service activities, drill competitions, field meets and other extracurricular activities. The Army JROTC Program also provides a 4-year academic program curriculum that promotes and teaches good citizenship. The Army JROTC Program is designed to do the following:

1. Give students an appreciation of the origin, advantages and responsibilities of citizenship in our country.
2. Develop in students an understanding of good leadership skills and the advantages of strong moral character.

3. Promote in the students an understanding for the need and application of our national security.
4. Develop in students a sense of pride and personal discipline.
5. Teach students to understand and respect the need for constitutional authority as the foundation of a democratic society.

**PROGRAM FUNDING:** The Department of the Army will provide the following JROTC Program funding and support (1) cost share reimbursement for retired Army JROTC instructors employed by the Board and approved by the United States Army Cadet Command, equal to one-half of the difference between the AJROTC instructor's entitled retired pay and the active duty pay and allowances excluding hazardous duty and proficiency pay which they would receive if ordered to active duty; (2) payment for 100% of the cost of cadet uniforms and other 'table equipment' items (computers, training weapons, uniforms, etc.) as required upon establishment of the AJROTC unit; and (3) payment for 100% of AJROTC textbooks. All other AJROTC Program costs are the responsibility of the Board.

**OUTCOMES:** The AJROTC Program will provide students with the opportunity to develop leadership skills, responsibility, self-confidence, self-esteem, physical fitness, citizenship, and a spirit of patriotism.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreement with the Army for the establishment of the program. Authorize the Chief Talent Officer to execute all employment contracts for JROTC instructors subject to approval by the General Counsel, without additional Board approval. Authorize the Executive Director for Military Programs to execute any ancillary documents required by the Army to effectuate the establishment of an AJROTC program at Spry Community Links High School.

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this agreement is not applicable to MBE/WBE review.

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

**FINANCIAL:** Credit Army JROTC payments to the General Fund.

Spry Community Links High School: \$165,111.00 Salary Fiscal Year: 2013 - 2014  
Budget Classification: 46461-115-51100-113119-000018  
Spry Community Links High School: \$49,534.00 Benefits  
Budget Classification: 46461-115-51330-290001-000018  
Source of Funds: General Funds

**GENERAL CONDITIONS:**

Inspector General --, 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 applies to this agreement.

Ethics -- The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time applies to this agreement.

Contingent Liability -- 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 13-0828-EX5.**

**President Vitale indicated that if there were no objections, Board Reports 13-0828-EX1 through 13-0828-EX5, 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 13-0828-EX1 through 13-0828-EX5 adopted.**

13-0828-PR1

**APPROVE EXERCISING THE SECOND OPTION AND AMENDING TO ADD A THIRD OPTION TO  
RENEW THE AGREEMENT WITH ACT, INC. FOR THE PURCHASE OF TEST MATERIALS AND  
RELATED SERVICES**

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

Approve exercising the second option and amending to add a third option to renew the agreement with ACT, Inc. for the purchase of test materials and related services for the Department of Student Assessment at a cost for the option period not to exceed \$1,200,000.00. Both options to renew are being exercised simultaneously. A written document exercising these options is currently being negotiated. No payment shall be made to ACT, Inc. during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

**VENDOR:**

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

**USER INFORMATION :**

Contact: 11210 - Assessment  
125 S Clark Street, 11th Floor  
Chicago, IL 60603  
Swartz, Miss Claudinette M  
773-553-2320

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 11-0824-PR22) in the amount of \$1,500,000.00 is for a term commencing September 1, 2011 and ending August 31, 2012, with the Board having two (2) options to renew for one (1) year terms. The agreement was renewed (authorized by Board Report 12-0822-PR4) for a term commencing September 1, 2012 and ending August 31, 2013. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Purchasing Officer on July 19, 2011. Amending the agreement to add a third one-year option was approved on a non-competitive basis by the Chief Procurement Officer.

**OPTION PERIOD:**

The term of this agreement is being renewed for a two year period commencing September 1, 2013 and ending August 31, 2015.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

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

**DELIVERABLES:**

Vendor will continue to provide:

Goods: Educational and Assessment System consisting of Provider's PLAN, EXPLORE, and released ACT and license to WorkKeys assessment materials for grades 9, 10, and 11, and released EXPLORE, PLAN and ACT; purchases of additional resources including materials and services to CPS departments and Network offices.

Quantity: as indicated in contract  
Unit Price: as indicated in contract  
Total Cost Not to Exceed: \$1,200,000.00

**OUTCOMES:**

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

**COMPENSATION:**

Vendor shall be paid during this option period in accordance with the unit prices contained in the renewal agreement; total compensation shall not exceed the sum of \$1,200,000.00.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise participation in Goods and Services Contracts, the participation goal provisions Program do not apply to transactions where the vendor providing services is a Not-For-Profit organization.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115, Unit 11210, Assessment, FY14: \$600,000.

Fund 115, Unit 11210, Assessment, FY15: \$600,000.

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).

13-0828-PR2

**AMEND BOARD REPORT 13-0227-PR4**  
**AMEND BOARD REPORT 12-0725-PR10**  
**AMEND BOARD REPORT 12-0328-PR7**  
**AMEND BOARD REPORT 11-0824-PR18**

**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENTS AND EXTEND RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF SPECIALIZED EQUIPMENT, TESTING MATERIALS, MAINTENANCE, TRAINING AND WARRANTY SERVICES**

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

Approve exercising the option to renew the agreements with various Vendors for the purchase of specialized equipment, testing materials, maintenance, training and warranty services for the Office of Special Education and Supports Office of Diverse Learner Supports and Services at a total cost for the option period not to exceed ~~\$2,023,000.00~~ \$2,473,000.00 in the 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.

This March 2012 amendment is necessary to: 1) authorize the substitution of equipment and materials and software upgrades and any related price revisions upon prior written approval of the Chief Purchasing Officer; and, 2) delete Ablenet, Inc. (#1). Written amendments to the renewal agreements are required.

This July 2012 amendment is necessary to: 1) identify FY13 funds and budget line for psychology component and 2) adjust maximum compensation amount to reflect new funding. No written amendments to the agreements are required.

This February 2013 amendment is necessary to increase FY13 funding for additional supplies resulting from early childhood program spending. No written amendments to the agreements are required.

This August 2013 amendment is necessary to: 1) update CPS contact and department information, 2) extend the end date of the current renewal agreements to March 31, 2014, and 3) update financial section to include additional FY14 funding. Written amendments to the renewal agreements are required.

Specification Number : 09-250009

Contract Administrator : Escareno, Miss Masocorro / 773-553-2280

**USER INFORMATION:**

Contact: 11610 - Diverse Learner Supports & Services  
125 South Clark Street 8th Floor  
Chicago, IL 60603  
Smith, Mr. Richard Gray  
773-553-1800

Contact: 11610 - Diverse Learner Supports & Services  
125 South Clark Street 8th Floor  
Chicago, IL 60603  
Winston, Ms. Markay L.  
773-553-1800

**ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report #09-0826-PR32) in the amount of \$2,270,218.08 are for a term commencing October 1, 2009 and ending September 30, 2011, with the Board having 1 option to renew for a 2 year term. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2. This Board Report was amended pursuant to Board Reports 10-0324-PR19, 10-0623-PR41, 10-0825-PR17, and 11-0126-PR19 in order to revise the financial section.

**OPTION PERIOD:**

The term of each agreement is being extended for 2 years commencing October 1, 2011 and ending ~~September 30, 2013~~ March 31, 2014.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Each Vendor will continue to provide goods and/or related services such as specialized equipment, testing materials, maintenance, training and warranty services for the Office of Special Education and Supports as specified in each Vendor's respective agreement.

**DELIVERABLES:**

Each vendor will continue to provide goods and/or related services such as training, maintenance and warranty services in the category/categories designated for that Vendor in this Board Report and their agreement. The categories are set forth below:

1. Assistive Technology for Students with Disabilities; and
2. Psychological/Speech-Language/Educational Testing Equipment

**OUTCOMES:**

Goods provided by the Vendors will enable the Board to fulfill students' IEP requirements and will enhance each student's ability to participate in school activities and learn.

**COMPENSATION:**

Vendors shall be paid during this option period in accordance with the unit prices contained in each Vendor's agreement; aggregate for all Vendors not to exceed the sum of ~~\$2,023,000.00~~ 2,473,000.00.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option documents and amendments. Authorize the President and Secretary to execute the option documents and amendments. Authorize the Chief Officer of Special Education and Supports Diverse Learner Supports and Services to execute all ancillary documents required to administer or effectuate the option agreements. Authorize the Chief Purchasing Officer to execute any documents required to approve substitution of equipment and materials and software upgrades and any related price revisions.

**AFFIRMATIVE ACTION:**

The goals for this agreement are 5% MBE and 5% WBE. Thus contracts for subsequent vendors from the pool created by this agreement will be subject to aggregated compliance reviews and monitored on a quarterly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to the Office of Diverse Learner Supports and Services: \$2,473,000.00

Fund 115, Office of Special Education and Supports - City Wide, 11600, FY12 \$155,000.00

Fund 220, Office of Special Education and Supports - City Wide, 11600, FY12 \$676,500.00

Fund 114, Office of Special Education and Supports - City Wide, 11600, FY13 \$515,000.00

Fund 220, Office of Special Education and Supports - City Wide, 11600, FY13 \$676,500.00

Fund 114, Office of Diverse Learner Supports and Services - City Wide, 11600, FY14 \$250,000.00

Fund 220, Office of Diverse Learner Supports and Services - City Wide, 11600, FY14 \$200,000.00

~~Fiscal Years: FY12 and 13. FY13 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).*

**THIS SPACE INTENTIONALLY LEFT BLANK**

- 1) Vendor # 46635  
ABLENET, INC  
2625 PATTON ROAD  
ROSEVILLE, MN 55113  
TBD  
800 322-0956  
  
Deleted
- 2) Vendor # 31002  
ADVANCED KEYBOARD TECHNOLOGY,  
P O BOX 186  
PASO ROBLES, CA 93447  
Mike Capaci  
805-237-2055  
  
Cat One
- 3) Vendor # 31044  
ADVANCED MULTIMEDIA DEVICES, INC  
95 SHERWOOD AVENUE  
FARMINGDALE, NY 11735  
Somchal Tang  
516-822-0808  
  
Cat One
- 4) Vendor # 18842  
ATTAINMENT CO INC  
504 COMMERCE PARKWAY  
VERONA, WI 53593  
Brent Denu  
608-845-7880  
  
Cat One
- 5) Vendor # 41798  
COMPUTER SERVICES &CONSULTING, INC.  
(CS&C)  
1613 S. MICHIGAN AVE.  
CHICAGO, IL 60616  
Leonel Rodriguez  
312-360-1100  
  
Cat One
- 6) Vendor # 42654  
DON JOHNSTON , INC.  
26799 W. COMMERCE DR.  
VOLO, IL 60073  
Marci Butler  
847-740-0749  
  
Cat One
- 7) Vendor # 17922  
DYNAVOX SYSTEMS, LLC  
2100 WHARTON STREET, SUITE400  
PITTSBURGH, PA 15203  
Apryl Cendrowski  
800-344-1778  
  
Cat One
- 8) Vendor # 11917  
E.M. VITU, INC  
299-B PETERSON ROAD  
LIBERTYVILLE, IL 60048-0000  
Ed Vitu  
847-367-4004  
  
Cat One

- 9) Vendor # 16592  
KURZWEIL / INTELLITOOLS, INC.  
24 PRIME PARKWAY  
NATICK, MA 01760  
Lorraine Simpson  
800-894-5374  
  
Cat One
- 10) Vendor # 34595  
NCS PEARSON, INC  
19500 BULVERDE ROAD  
SAN ANTONIO, TX 78259  
Kathleen Smith  
210-339-8186  
  
Cat Two
- 11) Vendor # 27389  
PRENTKE ROMICH COMPANY  
1022 HEYL RD  
WOOSTER, OH 44691  
Susan Penny  
330-262-1984  
  
Cat One
- 12) Vendor # 26122  
Psychological Assessment Resources, Inc.  
16204 North Florida Avenue  
Lutz, FL 33549  
James Gyurke  
813-968-3003  
  
Cat Two
- 13) Vendor # 11291  
RENAISSANCE LEARNING, INC. 1  
2911 PEACH STREET  
WISCONSIN RAPIDS, WI 54495-8036  
Tracie Grossman-Mann  
800-200-4848  
  
Cat One
- 14) Vendor # 12875  
WOODLAKE TECHNOLOGIES, INC.  
666 WEST HUBBARD STREET  
CHICAGO, IL 60654  
Ralph Samek  
312-655-9200  
  
Cat One

**Vice President Ruiz abstained on Board Report 13-0828-PR2.**

**Board Member Dr. Hines abstained on Board Report 13-0828-PR2.**

**Board Member Ms. Quazzo abstained on Board Report 13-0828-PR2.**

**13-0828-PR3**

**APPROVE ENTERING INTO AN AGREEMENT WITH COMMUNITY COUNSELING CENTERS OF CHICAGO FOR BEHAVIORAL AND SOCIAL SERVICES FOR THE HEAD START PROGRAM**

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

Approve entering into an agreement with Community Counseling Centers of Chicago (C4) to provide consulting services to the Office of Early Childhood at a total cost not to exceed \$120,000. Vendor was selected on a competitive basis pursuant to Board Rule 7-2 and approved by CPOR # 13-0805-CPOR-1581. 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 : Escareno, Miss Masocono / 773-553-2280  
CPOR Number : 13-0805-CPOR-1581

**VENDOR:**

- 1) Vendor # 13059  
COMMUNITY COUNSELING CENTERS OF  
CHICAGO  
4740 N. CLARK ST.  
CHICAGO, IL 60640  
Viviana Ploper  
237 115-3840

**USER INFORMATION :**

Contact: 11385 - Early Childhood Development - City Wide  
125 South Clark Street 9th Floor  
Chicago, IL 60603  
Kim, Mr. David  
773-553-2010

**TERM:**

The term of this agreement shall commence on September 1, 2013 and shall end June 30, 2014. This agreement shall have one (1) option to renew for one (1) year.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Vendor will furnish mental health and social services support to Head Start families and offer quality comprehensive, community-based services and referrals designed to meet the needs of diverse populations. Vendor will also consult with staff regarding children with disabilities and assist those referred for suspected disabilities.

**DELIVERABLES:**

Provide mental health services to students and families enrolled in the Head Start program. Provides support to staff who have students with challenging behaviors, disabilities and suspected disabilities and offer resources and strategies to them.

**OUTCOMES:**

Vendor's services will result in young children developing a strong foundation for learning and being better prepared to enter preschool and transition to kindergarten. At-risk children and families will have access to coordinated services and extra preparation prior to kindergarten, to assist with transition between programs.

**COMPENSATION:**

Vendor shall be paid monthly for services rendered in accordance with the agreement. The total amount will not exceed the sum of \$120,000.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, 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 compliance review.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 362, Unit 11385, Office of Early Childhood Education, FY14 \$120,000

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**13-0828-PR4**

**APPROVE EXERCISING THE THIRD OPTION TO RENEW THE AGREEMENT WITH CAREERS THROUGH CULINARY ARTS PROGRAM (C-CAP) FOR EDUCATIONAL SERVICES**

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

Approve exercising the third option to renew the agreement with Careers through Culinary Arts Program (C-CAP) to provide educational services to the Early College and Career Education department at a total cost for the option period not to exceed \$108,500. A written document exercising this option is currently being negotiated. No payment shall be made to C-CAP 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 : Knowles, Miss Demetra / 773-553-2280  
CPOR Number : 10-0831-CPOR-1315

**VENDOR:**

- 1) Vendor # 85537  
CAREERS THROUGH CULINARY ARTS PROGRAM  
250 WEST 57TH ST., STE 2015  
NEW YORK, NY 10107  
Joseph Heylon  
212 974-7111

**USER INFORMATION :**

Project 13725 - Early College and Career  
Manager: 125 S Clark Street  
Chicago, IL 60603  
Verma, Mrs. Vandna  
773-553-3539

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 10-0922-PR15) in the amount of \$105,500 was for a term commencing October 1, 2010 and ending August 31, 2011, with the Board having 3 options to renew for 1 year terms. The first renewal (authorized by Board Report 11-0824-PR11) in the amount of \$108,500 was for a term commencing September 1, 2011 and ending August 31, 2012 and the second renewal (authorized by Board Report 12-0725-PR7) in the amount of \$108,500 is for a term commencing September 1, 2012 and ending August 31, 2013. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

**OPTION PERIOD:**

The term of this agreement is being renewed for 1 year commencing September 1, 2013 and ending August 31, 2014.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Consultant shall continue to provide professional development workshops for students and teachers, food donations, career planning, opportunity creation and cooking competitions, award twenty (20) scholarships to C-CAP students, lifetime placement and advising of C-CAP competition finalists, program coordination, and provide one (1) one-week summer program and at least one (1) five-day summer workshop over summer 2014.

**DELIVERABLES:**

Careers through Culinary Arts Program (C-CAP) will continue to provide professional development for culinary arts teachers, arrange for the donation of food and supplies from national sponsors, arrange for local chefs to be mentors, provide career and college advising, work with students to develop job readiness skills and acquire internships, and provide national scholarships donations to the organization. Emphasis will be placed on increasing work-based learning opportunities including: culinary career presentations, off-site chef events and demonstrations, job shadowing field trips, trails, internships and jobs for culinary arts students.

**OUTCOMES:**

Consultant's services will increase culinary arts teachers' culinary skills and content knowledge and enhance their instructional delivery. Up to twenty (20) students will have the opportunity to transition to post-secondary institutions with scholarships to help finance their education. Additionally, eighteen (18) schools will receive assistance with offsetting food costs and relationships with community chefs.

**COMPENSATION:**

Consultant shall be paid during this option period as follows: one payment in February of 2014 in the amount of \$38,165 and one payment in June 2014 in the amount of \$70,335; total not to exceed the sum of \$108,500.

**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 Teaching and Learning Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

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

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 369, Unit 13727, Early College and Career Education - City Wide, \$108,500 FY14  
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).

13-0828-PR5

**APPROVE EXERCISING ALL OPTIONS TO RENEW THE AGREEMENTS WITH VARIOUS VENDORS FOR INTERVENTIONS, ENRICHMENT AND SUPPLEMENTAL ACADEMIC SERVICES AND APPROVE ASSIGNMENT AND ASSUMPTION OF AGREEMENT TO MCGRAW-HILL SCHOOL EDUCATION, LLC.**

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

Approve exercising all options to renew the agreements with various Vendors to provide interventions, enrichment and / or supplemental academic services at schools, networks and administrative offices at an aggregate total cost not to exceed \$21,000,000. This Board Report is also to approve the assignment of the agreement with McGraw-Hill Education, a division of The McGraw-Hill Companies, Inc to McGraw-Hill School Education, LLC as successor in interest. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements exercising the options are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor during the option period prior to

execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these options is stated below.

Specification Number : 12-250011

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

**USER INFORMATION :**

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

**ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report #12-0725-PR8 as amended by 12-0822-PR6) in the amount of \$7,000,000 are for a term commencing on the date each agreement is signed and ending August 31, 2013, with the Board having three (3) options to renew for one (1) year terms. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

**OPTION PERIOD:**

The options to renew are being exercised simultaneously and the term of each agreement is being renewed for a three (3) year period, commencing September 1, 2013 and ending August 31, 2016.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

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

They may continue to be designed for:

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

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

**DELIVERABLES:**

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

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

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

**OUTCOMES:**

The Board has launched the "Full School Day" initiative to dramatically increase educational outcomes for the Board's students by increasing the amount of instructional time students are provided. The Board implemented the new day in all schools starting in the 2012-2013 school year. Vendors will continue to be expected to report findings both at the local (school/network) and district level in order to determine both

efficacy and fidelity. Vendors and the Board will continue to develop benchmarks to monitor implementation and progress. More time with the students offers schools the opportunity for additional interventions, enrichment and supplemental programming. Vendors' services will continue to result in *math and literacy focused materials and services in either a technical or non-technical framework.*

**COMPENSATION:**

Vendors shall be paid as specified in their respective agreements; total not to exceed the sum of \$21,000,000 in aggregate for all Vendors during the three year option period.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract and Category Goals method for M/WBE compliance will be utilized. The M/WBE goals for this contract include: 15% total MBE and 5% total WBE participation. Supplier diversity will be reported for this vendor pool on a quarterly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Multiple Funds, Various Schools and Networks, FY14 \$7,000,000  
Multiple Funds, Various Schools and Networks, FY15 \$7,000,000  
Multiple Funds, Various Schools and Networks, FY16 \$6,000,000  
Multiple Funds, Various Schools and Networks, FY17 \$1,000,000  
Future year funding is contingent upon budget appropriation and approval.

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

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| <p>1) Vendor # 12499<br/>ACHIEVE 3000<br/>1985 CEDAR BRIDGE AVE., STE 3<br/>LAKEWOOD, NJ 08701<br/>Peter Saretsky<br/>732 367-5505</p> <p>2) Vendor # 94499<br/>ALEKS CORPORATION<br/>15460 LAGUNA CANYON ROAD<br/>IRVINE, CA 92618<br/>JP Lenney<br/>714 245-7191</p> <p>3) Vendor # 12990<br/>AMPLIFY EDUCATION, INC F/K/A WIRELESS<br/>GENERATION, INC.<br/>55 WASHINGTON ST., STE 900<br/>BROOKLYN, NY 11201-1071<br/>Deanne Jester<br/>212 796-2204</p> <p>4) Vendor # 18448<br/>CLASSROOM, INC<br/>245 FIFTH AVE., 20TH FLR.<br/>NEW YORK, NY 10016<br/>George DeMarco<br/>212 545-8400</p> <p>5) Vendor # 37857<br/>COMPASSLEARNING , INC<br/>203 COLORADO ST.<br/>AUSTIN, TX 78701<br/>Gina Rivera<br/>800 422-4339</p> | <p>6) Vendor # 38873<br/>CURRICULUM ASSOCIATES, LLC<br/>P O BOX 2001<br/>NORTH BILLERICA, MA 01862<br/>Don Masters<br/>800 225-0248</p> <p>7) Vendor # 12230<br/>MCGRAW-HILL SCHOOL EDUCATION, LLC<br/>20 RYAN RANCH RD.<br/>MONTEREY, CA 93940<br/>Ardena White<br/>440 596-9487</p> <p>8) Vendor # 19482<br/>GREENWOOD PUBLISHING DBA<br/>HEINEMANN<br/>361 HANOVER STREET<br/>PORTSMOUTH, NH 03801<br/>Bert Crossland<br/>800 541-2086</p> <p>9) Vendor # 97955<br/>IMAGINE LEARNING<br/>191 RIVER DRIVE.<br/>PROVO, UT 84604<br/>Ana Gomez<br/>866 377-5071</p> <p>10) Vendor # 67737<br/>MIND RESEARCH INSTITUTE<br/>111 ACADEMY STE 100<br/>IRVINE, CA 92671<br/>Andrew Coulson<br/>888 751-5443</p> <p>11) Vendor # 14970<br/>SCHOLASTIC, INC. 1<br/>2931 E. MCCARTHY STREET<br/>JEFFERSON CITY, MO 65101<br/>Becky Smith<br/>630 323-3700</p> <p>12) Vendor # 29365<br/>SCIENTIFIC LEARNING CORP.<br/>300 FRANK H. OGAWA PLAZA, #600<br/>OAKLAND, CA 94612-2040<br/>Joseph Noble<br/>510 444-3500</p> |
|---|---|

**Vice President Ruiz abstained on Board Report 13-0828-PR5.**

**Board Member Ms. Quazzo abstained on Board Report 13-0828-PR5.**

**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENTS WITH VARIOUS VENDORS  
FOR THE PURCHASE OF LIBRARY BOOKS, REFERENCE BOOKS AND RELATED SERVICES**

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

Approve exercising the option to renew the agreements with various Vendors to provide Library Books, Reference Books and Related Services to the Chicago Public Schools at a total cost for the option period not to exceed \$11,000,000.00. A written document for each Vendor exercising this option is currently being negotiated. No payment shall be made to any Vendor during the option period prior to the execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 10-250066

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

**USER INFORMATION :**

Project 10840 - Educational Tools and Technology  
 Manager: 125 South Clark Street  
 Chicago, IL 60603  
 Mellios, Mr. John Steven  
 773-553-2277

**ORIGINAL AGREEMENT:**

The original Agreements (authorized by Board Report 11-0824-PR2) in the amount of \$12,000,000.00 are for a term commencing upon execution and ending August 30, 2013, with the Board having one (1) option to renew for two (2) years. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

**OPTION PERIOD:**

The term of the agreements are being renewed for two (2) years commencing August 31, 2013 and ending August 30, 2015.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendors will continue to provide books and reference books for school libraries, classroom libraries and curriculum supplements (e.g. after school reading programs, novels for classroom instruction) under the Strategic Sourcing Initiative. The library books category includes print material only. In addition to library books, related services may be utilized as necessary from the Vendors. Related services include books processing, library automation, retrospective conversion, automated services (for ordering, invoicing, payment, and claiming), technical support and collection development.

**DELIVERABLES:**

Vendors will continue to provide a wide range of library services (non-textbooks) for the Chicago Public Schools.

**OUTCOMES:**

Vendor's services will result in price discounts and increased choice of library and reference books, on-line ordering and other incentives as outlined in the agreements.

**COMPENSATION:**

Vendors shall be paid in accordance with the price discounts as stated in their respective agreement. The total compensation payable to all vendors during this option period shall not exceed the sum of \$11,000,000.00 in the 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:**

The MBE/WBE goals for this agreement include: 15% total MBE and 5% total WBE participation. However, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the aggregate method for MBE/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this agreement will be subject to compliance reviews on a collective basis. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to: Various Schools and Departments, across Various Funds, in Accounts 53305 (Textbooks) and 53310 (Library Books)  
Fiscal Years: 2014-2016

00000-115-53305-000200-000000-2013

\$11,000,000.00

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

- 1)  
Vendor # 11371  
BAKER & TAYLOR COMPANIES  
2550 WEST TYVOLA RD., STE 300  
CHARLOTTE, NC 28217  
Julie Jackson  
800 775-1800  
704-998-3260  
  
Queenl@Baker-Taylor.Com
  
- 2)  
Vendor # 47325  
BOOKSOURCE, THE  
1230 MACKLIND AVE  
ST LOUIS, MO 63110  
Adam Schell  
800 444-0435  
800-647-1923  
  
Aschell@Booksource.Com
  
- 3)  
Vendor # 96413  
COUGHLAN COMPANIES, INC DBA  
CAPSTONE  
1710 ROE CREST DRIVE  
NORTH MANKATO, MN 56003  
Connie Ruyter  
800 747-4992  
888-262-0705  
  
C.Ruyter@Capstonepub.Com

- 4)  
Vendor # 31279  
CHILDREN'S PLUS, INC.  
1387 DUTCH AMERICAN WAY  
BEECHER, IL 60401  
John L. Walsh  
800 230-1279  
800-896-7213  
  
Danw@Childrensplusinc.Com
- 5)  
Vendor # 79776  
FOLLETT LIBRARY RESOURCES, INC  
1340 RIDGEVIEW DRIVE  
MCHENRY, IL 60050  
Wayne Schumann  
888 511-5114  
800-852-5458  
  
Wschumann@Flr.Follett.Com
- 6)  
Vendor # 21757  
MACKIN BOOK COMPANY DBA MACKIN  
LIBRARY MEDIA  
3505 COUNTY RD 42 WEST  
BURNSVILLE, MN 55306  
Lynn Bendt  
800 245-9540  
800-369-5490  
  
Lynnb@Mackin.Com
- 7)  
Vendor # 13125  
PERMA-BOUND BOOKS  
617 EAST VANDALIA ROAD  
JACKSONVILLE, IL 62650  
Betty Hillig  
800 637-6581  
800-861-8143  
  
Books@Perma-Bound.Com
- 8)  
Vendor # 25596  
RAINBOW BOOK CO.  
500 E. ROUTE 22  
LAKE ZURICH, IL 60047  
Michael Sherman  
800 255-0965  
847-726-9935  
  
Mike@Rainbowbookcompany.Com
- 9)  
Vendor # 16434  
ROSEN PUBLISHING GROUP, INC.  
29 E 21ST STREET  
NEW YORK, NY 10010  
Cheri A. Sandlin  
800 237-9932  
888-436-4643  
  
Cheris@Rosenpub.Com

- 10) Vendor # 90280  
SCHOLASTIC LIBRARY PUBLISHING, INC  
90 OLD SHERMAN TURNPIKE  
DANBURY, CT 06816  
Pamela Erhart  
203 797-6951  
  
Perhart@Scholastic.Com

**Vice President Ruiz abstained on Board Report 13-0828-PR6.**

**Board Member Ms. Quazzo abstained on Board Report 13-0828-PR6.**

**13-0828-PR7**

**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH THE CONSORTIUM FOR EDUCATIONAL CHANGE TO PROVIDE INSTRUCTIONAL FRAMEWORK SUPPORT AND TEACHER EVALUATION SYSTEM SERVICES**

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

Approve exercising the option to renew the agreement with Consortium for Educational Change (CEC) to provide instructional framework support services to the Office of Professional Learning and Principal / Teacher evaluation licenses to the Talent Office at a total cost for the option period not to exceed \$160,000. Vendor was selected on a non-competitive basis: the non-competitive request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Procurement Officer. A written document exercising this option is currently being negotiated. No services shall be provided by and no payment shall be made to Vendor during this option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event the 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 : Seanior, Miss Pamela Dorcas / 773-553-2254

**VENDOR:**

- 1) Vendor # 68664  
CONSORTIUM FOR EDUCATIONAL  
CHANGE (CEC)  
530 EAST 22ND STREET  
LOMBARD, IL 60148  
Shelley Taylor  
630 495-0507  
  
630 461-0804

**USER INFORMATION :**

Project 10825 - Professional Learning Office  
Manager: 125 South Clark Street  
Chicago, IL 60603  
Gauthier, Ms. Jillian L.  
773-535-5100

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 12-0925-PR1) in the amount of \$588,000 was for a term commencing October 1, 2012 and ending September 30, 2013, with the Board having one (1) option to renew for a one (1) year term. The original agreement was awarded on a non-competitive basis: the non-competitive request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Procurement Officer.

**OPTION PERIOD:**

The term of this agreement is being renewed for 1 year commencing October 1, 2013 and ending September 30, 2014.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide services to Office of Professional Learning and Talent Office in support of implementation of the CPS Instructional Frameworks. Vendor will provide services including (1) professional development and (2) access to State-required certification training and assessments for Teacher and Principal evaluators.

**DELIVERABLES:**

Vendor will continue to provide professional development for administrators and teachers in the following areas: 1) implementation of our new instructional frameworks and 2) evidence based conversations. The instructional frameworks are a part of REACH Students (Recognizing Educators Advancing Chicago Students). REACH Students was established as a result of the Performance Evaluation Reform Act (PERA) that passed in January 2010 which mandated that CPS establish a new teacher evaluation system in the 2012-2013 school year. Vendor will continue to provide the state Teacher/Principal evaluation certification licenses training.

**OUTCOMES:**

Vendor services will continue to support teacher evaluation implementation at the central, network and school level in order to improve teacher effectiveness by enhancing the capacity of CPS educators to: 1) gain a deeper understanding of the CPS Instructional Frameworks, 2) improve strategies for evidence based conversations and goal setting; and 3) enhance observation and documentation skills necessary for successful implementation of evidence based observations.

**COMPENSATION:**

Vendor shall be paid during this option period as follows: Vendor shall be compensated as specified in the agreement; total compensation shall not exceed \$160,000.

**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 Officer of Teaching and Learning to execute all ancillary documents required to administer or effectuate the 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, MBE/WBE provisions of the Program do not apply to those vendors that operate as Not-for-Profit organization. This agreement is exempt from review.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Multiple Funds, 10825, Professional Learning, FY14 \$60,000  
Multiple Funds, Multiple Units, Talent, FY14, \$60,000  
Multiple Funds, Multiple Units, Diverse Learners, FY14, \$20,000

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**APPROVE ENTERING INTO AN AGREEMENT WITH 72HR. LLC DBA CHEVROLET OF  
WATSONVILLE, NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF VEHICLES**

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

Approve entering into an agreement with 72HR. LLC DBA Chevrolet of Watsonville, National Auto Fleet Group for the purchase of vehicles for Sports and Driver Administration at a total cost not to exceed \$1,750,000. Vendor was selected on a competitive basis pursuant to an Invitation for Bid issued by the National Joint Powers Alliance (NJPA). Subsequently, 72HR. LLC DBA Chevrolet of Watsonville, National Auto Fleet Group and NJPA entered into a Vendor Agreement (#102811-NAF). The Board desires to purchase these vehicles based upon that Vendor Agreement pursuant to Board Rule 7-2.7, which authorizes the Board to purchase non-biddable and biddable items through government purchasing cooperative contracts. A written agreement for this purchase is currently being negotiated. No vehicles may be ordered or received and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

NJPA RFP Number: 102811

NJPA Contract Number: 102811-NAF

Contract Administrator : Knowles, Miss Demetra / 773-553-2280

**VENDOR:**

- 1) Vendor # 96745  
72HR. LLC DBA CHEVROLET OF  
WATSONVILLE, NATIONAL AUTO FLEET  
GROUP  
490 AUTO CENTER DRIVE  
WATSONVILLE, CA 95076  
Jesse Cooper  
951 440-0585

**USER INFORMATION :**

Contact: 10810 - Office of Teaching and Learning  
125 S Clark St - 5th Floor  
Chicago, IL 60603  
Trotter, Mr. Thomas Cornelius  
773-553-1500

**TERM:**

*The term of this agreement shall commence on the date the agreement is signed and shall end forty-eight (48) 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.

**DESCRIPTION OF PURCHASE:**

Goods: New 2014 Ford Focus P3E or comparable vehicles available in years 2-4 of initial term; Estimated number of vehicles to be purchased in the first year is 40. Thereafter, 20 vehicles will be purchased annually for the remainder of the term.

Total Cost Not to Exceed:\$1,750,000

**OUTCOMES:**

As a result of this purchase, the safety of our student participants will be enhanced. We will also benefit the program with a much needed upgrade to the fleet of vehicles used in the district's driver education program which serves approximately 20,000 CPS students annually.

**COMPENSATION:**

Vendor shall be paid in accordance with the unit prices contained in the agreement; total not to exceed the sum of \$1,750,000.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and any ancillary documents required to administer or effectuate this purchase. Authorize the President and Secretary to execute the agreement. Authorize Chief Procurement Officer to execute all ancillary documents required to administer or effectuate this agreement and to negotiate lower pricing, rebates and incentives.

**AFFIRMATIVE ACTION:**

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

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 124, Unit 13737, Sports and Driver Education - City Wide, FY14 \$700,000

Fund 124, Unit 13737, Sports and Driver Education - City Wide, FY15 \$350,000

Fund 124, Unit 13737, Sports and Driver Education - City Wide, FY16 \$350,000

Fund 124, Unit 13737, Sports and Driver Education - City Wide, FY17 \$350,000

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).

**13-0828-PR9**

**APPROVE ENTERING INTO AN AGREEMENT WITH INSTITUTE FOR INNOVATION IN PUBLIC SCHOOL CHOICE (IIPSC) TO PROVIDE A SCHOOL CHOICE MATCHING SYSTEM AND SERVICES**

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

Approve entering into an agreement with the Institute for Innovation in Public School Choice (IIPSC) to provide a school choice matching system and services to the Office of Innovation and Incubation at a total cost not to exceed \$244,494. Vendor was selected on a non-competitive basis: the non-competitive request was presented to the Non-Competitive Procurement Review Committee, and was 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 : Escareno, Miss Masocorro / 773-553-2280

**VENDOR:**

- 1) Vendor # 91800  
 INSTITUTE FOR INNOVATION IN PUBLIC  
 SCHOOL CHOICE, THE  
 710 6TH AVENUE 2C  
 BROOKLYN, NY 11215  
 Neil Dorosin  
 347 529-5970

**USER INFORMATION :**

Project  
Manager: 13610 - Portfolio Office  
125 South Clark Street - 5th Floor  
Chicago, IL 60603  
Schwab, Mr. David L  
773-553-5639

**TERM:**

The term of this agreement shall commence on the date the agreement is signed and shall end August 31, 2014. 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:**

This is a two-phase project to create and implement a new choice system for students applying to ninth grade in the Chicago Public Schools system. The vendor was initially contracted from February 2012 through November 2012 for the purposes of this project; IIPSC worked with CPS on the first phase of the project, and started work on the second phase. In August 2012, the project was put on hold. Approval to continue the project has since been granted by the CPS administration and IIPSC is being engaged to complete the remaining work originally included in the scope of work, which is detailed below.

Enrollment and choice reform has long been a priority at CPS, and important steps have been taken to improve the school choice services offered by CPS, including centralizing the application processes for several school types. The bulk of CPS high schools, however, are enrolled via a loosely defined process that functions largely at the school level, producing results that are difficult to replicate or audit. In the interest of providing the best services for its parents and schools, CPS will design and implement a centralized enrollment and choice process that is parent friendly, efficient, equitable, transparent, and meets the needs of all schools. CPS will pilot this new process for students entering the 9th grade in the 2015-2016 school year.

The project consists of two phases: Market Design and Technology. The Market Design phase, which was completed by the vendor prior to August 2012, consisted of creating a set of policies and operations that would define the market for ninth grade seats in the Chicago Public Schools. As a result of this phase, a detailed set of operations designs was developed to govern the annual cycle of enrollment and choice, ensuring a system that is parent friendly, equitable, efficient, and transparent system.

In the second phase of the project, which focuses on technology, the vendor will provide the software and/or hardware necessary to support the enrollment and choice process, including the assignment algorithm(s) used to match students to schools, and the data generation and formatting necessary to run the algorithm. This will include the creation of a web-based interface that allows parents, schools, and CPS administrators to conduct operations online.

In this phase, IIPSC will provide advice and make recommendations to CPS administrators regarding the class of assignment algorithm to be used in the CPS match, and then custom code the assignment algorithm software. The vendor will consult with CPS technical staff to ensure that the data necessary to run the algorithm software is collected and formatted properly, and support CPS technical staff in ensuring that the assignment algorithm will function in the CPS technical environment.

**DELIVERABLES:**

Vendor will provide the following deliverables:

1. IIPSC will provide a plan for CPS staff to use in collecting and formatting the data necessary to run the student assignment algorithm.
2. IIPSC will write custom-coded student assignment algorithm software that reflects CPS policy decisions.
3. IIPSC will transfer the code to CPS technical staff and ensure that it functions within the CPS technical environment.

**OUTCOMES:**

Vendor's services will result in a set of guidelines to govern the new process and a system capable of assigning students as determined.

**COMPENSATION:**

Vendor shall be paid as specified in the agreement; the total compensation for the term shall not exceed the sum of \$244,494.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Pursuant to Section 4.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization. This agreement is exempt from MBE/WBE compliance review.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund: 115  
Portfolio Office, Parent Unit 13605  
\$244,494, Fiscal Year: 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).

13-0828-PR10

**AMEND BOARD REPORT 13-0403-PR2**

**APPROVE ENTERING INTO AN AGREEMENT WITH GLOBAL WORKPLACE SOLUTIONS, LLC FOR LOGISTIC MANAGEMENT SERVICES**

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

Approve entering into an agreement with Global Workplace Solutions, LLC to provide Logistic Management Services to the Office of Strategy Management at a total cost not to exceed ~~\$14,200,000~~ 18,900,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This August 2013 amendment is necessary to increase the not to exceed amount by \$4,700,000 to a new total of \$18,900,000. This increase is necessary due to the increased support by the vendor in handling IT asset storage, transfer and redeployment activities. It is also necessary to compensate for increased logistics work at non-designated welcoming schools for the redistribution of district assets. Some of this spend will be offset by reduced spending on other ITS vendors and supports. A written amendment to the agreement is required.

Specification Number : 13-250023

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

**VENDOR:**

- 1) Vendor # 94831  
GLOBAL WORKPLACE SOLUTIONS, LLC  
9823 CINCINNATI DAYTON RD.  
WEST CHESTER, OH 45069  
Steve Lewey  
317 363-1552  
630-851-3819

**USER INFORMATION :**

Contact: 14010 - Chief Administrative Officer  
125 S Clark Street - 16th Floor  
Chicago, IL 60603  
Tyrrell, Mr. Tom L.  
773-553-4224

**TERM:**

The term of this agreement shall commence on April 5, 2013 and shall end on April 30, 2014. This agreement shall have 1 option to renew for a period of 12 months.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Vendor will deliver and manage relocation and decommissioning services for the Board school consolidations.

**DELIVERABLES:**

Vendor will implement the plan set forth by the Board and provide overall management and services to complete the relocation, removal of contents, furnishings and equipment and securing all schools affected as specified in the agreement that will be executed with the Board.

**OUTCOMES:**

Vendor's services will result in every student affected by a school action to be seamlessly integrated into his/her new school. *The project goal is to foster a transitional environment that is positive, nurturing and respectful, and provide for maximum continuity.*

**COMPENSATION:**

Vendor will be paid in accordance with the pricing set forth in the written agreement; total compensation not to exceed the sum of ~~\$14,200,000~~ 18,900,000.

**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 Deputy Chief Administrative Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

This contract is in full partial compliance with the 30% MBE and 7% WBE goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts (M/WBE Program). The awarded vendor has scheduled the following companies for ~~and has also committed to additional~~ M/WBE participation throughout the life of the contract.

Total MBE: ~~34%~~ 19%  
B2B Strategic Solutions  
150 N. Michigan Ave.  
Chicago, IL 60601

OCP Interiors  
3615 Ireland Dr., Suite A  
Indianapolis, IN 46241

Robert Bobb Group  
555 Thirteenth St.  
Washington, DC 20004

Total WBE: ~~14%~~ 13%  
Corporate Facility Solutions  
1827 W. Melrose  
Chicago, IL 60657

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115, Office of Strategy Management, 15500, \$7.1 million total not to exceed amount in FY13;  
Fund 115, Office of Strategy Management, 15500, \$11.8 million total not to exceed amount in FY14.  
All 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).

13-0828-PR11

**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 \$178,572.94 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 \$551,856.40 as listed in the attached August Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

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

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

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

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482  
will be used for all Change Orders (August 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  
August 2013

SCHOOL	CONTRACTOR	CONTRACT #	CONTRACT METHOD	CONTRACT AWARD	AWARD DATE	ANTICIPATED COMPLETION DATE	FISCAL YEAR	AFFIRM. ACTION				PROJECT SCOPE AND NOTES	REASONS FOR PROJECT
								AA	H	A	WBE		
Von Steuben School	F.H. Paschen, S.N. Nielsen & Associates, LLC	2549321	JOC	\$ 178,572.94	6/27/2013	8/19/2013	2013	45	7	0	0	The school has deteriorated plaster walls from excessive moisture present in the wall behind it. The scope will address the deteriorated plaster wall by removing the deteriorated area and leaving the wall exposed to dry it out. The existing wall will be moisture tested and once determined that there are no excessive moisture present, the plaster wall will be rebuilt.	4
				\$ 178,572.94									

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



AUGUST 2013

Chicago Public Schools  
Capital Improvement Program

These change order dates range from 11/15/12 to 07/11/13 and  
approval cycles range from 06/17/13 to 07/13/13

Date: 7/17/2013  
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CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Noble Street Charter High School - Chicago Bulls College Prep Campus</b>									
2012 Noble St. Bulls MCR		2012-66572-MCR							
	McDonagh Demolition		\$238,652.92	7	\$107,887.24	\$346,540.16	45.21%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
06/24/13	07/09/13	Credit for the removal of the missing downspouts.						2456026	11-0525-PR1
								Owner Directed	(\$7,814.66)
								Project Total	(\$7,814.66)
<b>Joseph Jungman School</b>									
2013 Jungman LTG		2013-23961-LTG							
	J M Polcurr, Inc.		\$64,769.38	3	\$19,683.40	\$84,452.78	30.39%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
07/04/13	07/11/13	Additional fixtures in womens' toilet and closet.						2560507	13-0227-PR6
07/04/13	07/11/13	Provide additional lenses, missed exit signs, and fixtures in corridors.						Omission - AOR	\$2,015.00
								Omission - AOR	\$14,777.00
								2461188	11-1214-PR4
07/04/13	07/10/13	Additional fixtures in rooms, storage closets, toilets, and fire escape signs.						Omission - AOR	\$2,891.40
								Project Total	\$19,683.40
<b>Theodore Roosevelt High School</b>									
2013 Roosevelt LTG-1		2013-46271-LTG-1							
	J M Polcurr, Inc.		\$109,483.24	12	\$32,200.77	\$141,684.01	29.41%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
06/27/13	06/28/13	Replace existing fixtures in rooms.						2539381	
07/02/13	07/10/13	Additional fixtures in auditorium.						Omission - AOR	\$1,846.78
06/27/13	06/28/13	Replace existing fixtures on 1st floor.						Omission - AOR	\$9,381.28
								Omission - AOR	\$1,329.53
								2523037	11-1214-PR4
06/27/13	06/28/13	Fixtures in kitchen storage room.						Omission - AOR	\$1,436.89
								2539381	
06/27/13	06/28/13	Fixtures in storage room between fan rooms.						Omission - AOR	\$658.00
06/27/13	06/28/13	Wire replacement of fixtures on 3rd floor.						Discovered Conditions	\$1,987.82
								2501097	11-1214-PR4
06/24/13	06/25/13	Provide additional Retrofit fixtures in corridor.						Omission - AOR	\$2,443.76
								Project Total	\$19,084.06

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

Report M\_CHANGE\_09



AUGUST 2013

Chicago Public Schools  
Capital Improvement Program

These change order dates range from 11/15/12 to 07/11/13 and  
approval cycles range from 06/17/13 to 07/13/13

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CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Richard T Crane Tech Prep Comm On School</b>									
	2012 Crane CSP	2012-46081-CSP							
	F.H. Paschen, S.N. Nielsen & Assoc		\$2,737,000.00	37	\$752,142.22	\$3,489,142.22	27.48%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	12/14/12	07/02/13	Wood floor under-layment had to be modified in the field, floors were discovered to be on sleepers which was causing the plywood to bend. Contractor to implement screws instead of nails as well as apply a 1/8" skim coat above the plywood.				2331498 Discovered Conditions		\$90,251.94
								Project Total	\$90,251.94
<b>Ambrose Plamondon School</b>									
	2013 Plamondon LTG	2013-24981-LTG							
	J M Polcurr, Inc.		\$29,915.41	6	\$7,658.07	\$37,573.48	25.60%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	07/04/13	07/11/13	Fixtures and occupancy sensor in classroom 101.				2461174 Omission -AOR	11-1214-PR4	\$1,509.44
	07/04/13	07/11/13	New fixture in corridor.				Omission -AOR		\$118.50
	07/04/13	07/11/13	Fixtures in first floor corridor.				2539382 Omission -AOR	11-1214-PR4	\$917.70
	07/04/13	07/13/13	Additional exit signs and fire escape signs.				Omission -AOR		\$2,665.62
	07/04/13	07/11/13	Fixture retrofit in corridor.				Omission -AOR		\$2,412.27
	07/04/13	07/13/13	Provide retrofit fixtures in entry.				2461174 Omission -AOR	11-1214-PR4	\$34.54
								Project Total	\$7,658.07
<b>Louis Pasteur School</b>									
	2011 Pasteur MCR	2011-24851-MCR							
	All-Bry Construction Company		\$6,449,000.00	23	\$1,480,108.48	\$7,929,108.48	22.95%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	12/18/12	06/17/13	Expanded electrical work.				2152848 School Code Violation		\$17,286.48
	07/10/13	07/13/13	Added repairs in gym ceiling.				2492639 Discovered Conditions	11-0525-PR8	\$14,595.14
								Project Total	\$31,881.62

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

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Perspectives Charter School - Math and Science Campus</b>									
2013 Perspectives LTG		2013-66056-LTG							
	J M Polcurr, Inc.		\$36,918.88	1	\$8,057.88	\$44,976.76	21.83%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
07/04/13	07/13/13	Replacement of fixture lenses in rooms. Additional lamp ballasts.						2544928	13-0227-PR6
								Omission - AOR	\$8,057.88
								Project Total	\$8,057.88
<b>Brian Piccolo Elementary School</b>									
2012 Piccolo CSP		2012-24781-CSP							
	Wight & Company		\$2,345,500.00	29	\$507,490.16	\$2,852,990.16	21.64%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
04/12/13	07/02/13	Additional flooring needed for discovered conditions.						2414354	
								Discovered Conditions	\$6,000.00
								Project Total	\$6,000.00
<b>John C Haines School</b>									
2013 Haines LTG		2013-23481-LTG							
	Quantum Crossings, LLC.		\$69,839.00	1	\$15,094.94	\$84,933.94	21.61%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
07/04/13	07/10/13	Additional lamp and ballast recycling. Remobilization of project.						2550495	13-0227-PR6
								Omission - AOR	\$15,094.94
								Project Total	\$15,094.94
<b>James Madison School</b>									
2013 Madison LTG		2013-24301-LTG							
	Imperial Lighting Maintenance Co.		\$68,782.51	2	\$14,705.94	\$83,488.45	21.38%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
07/04/13	07/13/13	Installment and replacement of fixtures. Fixtures with tube guard and wire guard in boiler rooms.						2543878	13-0227-PR6
								Omission - AOR	\$11,767.02
06/28/13	07/02/13	Install additional fixtures throughout Madison school after discovering count differences.						2444005	11-1214-PR4
								Omission - AOR	\$2,938.92
								Project Total	\$14,705.94
<b>Charles G Hammond School</b>									
2013 Hammond LTG		2013-23531-LTG							
	Quantum Crossings, LLC.		\$59,849.00	3	\$12,371.96	\$72,220.96	20.67%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
07/04/13	07/11/13	Labor and materials to repair and/or replace the existing faulty wiring that is serving light fixtures on the first floor.						2550496	13-0227-PR6
								Discovered Conditions	\$5,744.00

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

Report M\_CHANGE\_09



AUGUST 2013

Chicago Public Schools  
Capital Improvement Program

These change order dates range from 11/15/12 to 07/11/13 and  
approval cycles range from 06/17/13 to 07/13/13

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CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number	
<b>Charles G Hammond School</b>										
	2013 Hammond LTG	2013-23531-LTG								
	Quantum Crossings, LLC.		\$59,849.00	3	\$12,371.96	\$72,220.96	20.67%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
	07/04/13	07/10/13	Additional wire guards, lenses, lamps, and sensors. Job remobilization.				2550496		13-0227-PR6	
								Omission - AOR	\$4,090.74	
	07/04/13	07/10/13	Provide fourteen additional light fixtures to be retrofitted. Provide four new lenses to replace cracked lenses. Provide wall mounted occupancy sensor. Next, provide three additional light fixtures to be retrofitted in West Stairwell. Then, revise the total number of light fixtures to be retrofitted in Boiler Room from twenty two to eighteen. Provide a credit back to CPS. Finally, provide eight additional light fixtures to be retrofitted in Coal Room.				2432407		12-0222-PR10	
								Omission - AOR	\$2,537.22	
								<b>Project Total</b>	<b>\$12,371.96</b>	
<b>Andrew Jackson Language Academy</b>										
	2013 Jackson LTG	2013-29171-LTG								
	Quantum Crossings, LLC.		\$64,002.00	4	\$12,331.37	\$76,333.37	19.27%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
	07/04/13	07/10/13	Provide one additional light fixture to be retrofitted in Room 104.				2433348		12-0222-PR10	
								Omission - AOR	\$628.43	
	07/04/13	07/10/13	Additional lenses. Add lamp and ballasts recycling. Remobilization of project.				2539388		13-0227-PR6	
								Omission - AOR	\$8,416.34	
	07/04/13	07/10/13	Revise the total number of light fixtures to be retrofitted in Main Office Corridor from three to six.				2433348		12-0222-PR10	
	07/04/13	07/10/13	Provide twenty five additional light fixtures to be retrofitted in Room 128.				2433348		Omission - AOR	\$628.43
								Omission - AOR	\$2,658.17	
								<b>Project Total</b>	<b>\$12,331.37</b>	
<b>KIPP Ascend Charter School</b>										
	2013 Kipp LTG	2013-66261-LTG								
	J M Polcurr, Inc.		\$218,594.36	4	\$41,718.37	\$260,312.73	19.08%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
	07/04/13	07/11/13	The quantity of broken lenses to be replaced shall be revised from 15 to 47. Remove lens replacement for all new fixtures. Replacement lens are required in the following areas: the 3rd Floor Corridor (40 of them), the 2nd Floor Corridor (5 of them), in the Lunch Room (1 of them), and in Lunch Room Area 2 (1 of them).				2461187		11-1214-PR4	
								Omission - AOR	\$1,208.93	
	07/04/13	07/11/13	Provide numerous new fixtures throughout classrooms.				2550515		13-0227-PR6	
								Omission - AOR	\$32,700.44	
	07/04/13	07/11/13	Provide five additional retrofit tag F18 fixtures in Storeroom across from Room 10.				2461187		11-1214-PR4	
	07/04/13	07/11/13	Provide 35+ new fixtures in various classrooms.				2461187		Omission - AOR	\$949.89
								Omission - AOR	\$6,859.11	
								<b>Project Total</b>	<b>\$41,718.37</b>	

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

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August 28, 2013

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number	
<b>Theodore Herzl School</b>										
	<b>2012 Herzl MCR</b>	<b>2012-23771-MCR</b>								
	F.H. Paschen, S.N. Nielsen & Assoc		\$6,871,000.00	103	\$1,271,948.60	\$8,142,948.60	18.51%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
								2420272		
	06/27/13	07/02/13	Repair auditorium ceiling due to water leak. Patching, painting and drying repairs were per environmental scope.						Discovered Conditions	\$20,795.00
	07/03/13	07/10/13	Provide base shoe to applicable classrooms to cover gap at wall and floor due to updated floor construction.						Discovered Conditions	\$26,330.40
								Project Total	\$47,125.40	
<b>Martin A Ryerson Elementary School</b>										
	<b>2013 Ryerson LTG</b>	<b>2013-25201-LTG</b>								
	Anchor Mechanical, Inc.		\$80,051.00	4	\$13,772.38	\$93,823.38	17.20%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
								2485904	11-1214-PR4	
	07/09/13	07/10/13	Provide multiple sensors.						Error - Architect	\$211.50
								2443943	11-1214-PR4	
	07/09/13	07/10/13	Room 13A is an 8' fixture, not 4'. Fire escape cannot be retrofitted due to existing issue with power source. Rooms 205A, 207A,208A,209A,210A,305A,308A,309A,310A - these are 8' fixtures and not 4'.						Other	\$1,936.60
								Project Total	\$2,148.10	
<b>Hiram H Belding School</b>										
	<b>2011 Belding UAF-1</b>	<b>2011-22221-UAF-1</b>								
	K.R. Miller Contractors, Inc		\$117,647.92	8	\$16,670.23	\$134,318.15	14.17%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
								2292431	09-1028-PR4	
	02/22/13	07/01/13	Provide a cost to provide to provide a new roof-mounted exhaust fan and ductwork up from first floor toilet, in lieu of using the existing ductwork that was believed to be exhaust. It was discovered that this is a supply, not exhaust.						Discovered Conditions	\$3,018.90
								Project Total	\$3,018.90	
<b>William H Ray School</b>										
	<b>2013 Ray LTG</b>	<b>2013-25071-LTG</b>								
	J M Polcurr, Inc.		\$76,660.10	2	\$9,430.77	\$86,090.87	12.30%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
								2544917	13-0227-PR6	
	07/04/13	07/13/13	A number of punch list RFI items came up on the P.A. walkthrough throughout Ray Elementary School.						Omission - AOR	\$6,504.59
								Project Total	\$6,504.59	

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

CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Carl Schurz High School</b>									
		<b>2013-46281-LTG</b>							
	ECO Lighting Services & Technology		\$22,989.60	1	\$2,678.36	\$25,667.96	11.65%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	06/14/13	06/18/13	Discrepancy between bid docs and existing conditions.					2443977	11-1214-PR4
								Omission - AOR	\$2,678.36
								Project Total	\$2,678.36
<b>Casimir Pulaski International Academy Elementary School</b>									
		<b>2013-31211-LTG</b>							
	Anchor Mechanical, Inc.		\$62,135.00	3	\$6,970.21	\$69,105.21	11.22%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	06/25/13	06/25/13	1) In Room #6, utilize two of the R3 retrofit kits that were to be used in the Annex Rooms 119 and 120. Provide eight New F14 fixtures for the following Annex Rooms in which the fixtures cannot be retrofitted, Room 119,(1) F14, 120 (1) F14, 125 (2) F14s, 127 (2) F14s, 128 (2) F14s. Provide credit for six R3 retrofit kits and two lens covers.					2443942	11-1214-PR4
								Omission - AOR	\$1,207.56
								Project Total	\$1,207.56
<b>Jean Baptiste Beaubien School</b>									
		<b>2013-22201-LTG</b>							
	Anchor Mechanical, Inc.		\$92,676.83	4	\$8,723.26	\$101,400.09	9.41%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	04/15/13	07/01/13	Discrepancy between bid docs and field conditions.					2494504	11-1214-PR4
								Omission - AOR	\$17.27
	06/28/13	07/01/13	Discrepancy between bid docs and field conditions.					2423181	11-1214-PR4
								Omission - AOR	\$2,373.71
								Project Total	\$2,390.98
<b>John Greenleaf Whittier School</b>									
		<b>2013-25861-LTG</b>							
	J M Polcurr, Inc.		\$41,756.00	2	\$3,916.55	\$45,672.55	9.38%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	07/04/13	07/13/13	Please see attached room spreadsheet, for Bulletin work (credits and adds).					2461168	11-1214-PR4
								Omission - AOR	\$816.55
	07/04/13	07/13/13	Provide four additional retrofit fixtures in lunchroom, science classrooms, science storage room, Boy's 1st floor bathroom, and storage room. Add Retrofit fixtures and occupancy sensor in classroom/office.					Omission - AOR	\$3,100.00
								Project Total	\$3,916.55

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

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Theodore Roosevelt High School</b>									
2012 Roosevelt MCR/CAR		2012-46271-MCR							
	Tyler Lane Construction, Inc.		\$16,706,278.00	33	\$1,518,428.86	\$18,224,706.86	9.09%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
							2499908	11-0525-PR8	
06/18/13	06/26/13	New replacement radiator's LPR connects into the existing LPR which is a part of the commonly trapped LPR system routed throughout the lower level tunnels.					Discovered Conditions		\$7,646.02
07/11/13	07/11/13	Adding a new steel strap at the end of lintel. Repair delaminated concrete and corroded reinforcement. Remove damaged or unsound concrete. Remove corroded steel ties and provide new adjustable masonry ties anchored to back-up masonry. Provide new adjustable masonry tie welded to existing steel beam.					Discovered Conditions		\$37,984.00
Project Total									\$45,630.02
<b>Chicago High School for the Arts</b>									
2012 Chi Arts CSP-1		2012-63051-CSP-1							
	K.R. Miller Contractors, Inc		\$207,990.82	8	\$18,848.86	\$226,839.68	9.06%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
							2495426	11-0525-PR8	
03/11/13	06/25/13	Have the panel load measured to verify it is not overloaded for its rating. If an overload exists, an additional new panel for part of the load will be required. If the panel loading is within limits, perform a thermal scan to pinpoint the source/cause of heating. Paint and patch wall as required.					Discovered Conditions		\$1,595.62
03/11/13	07/13/13	Resize the proposed opening. Provide a balancing damper in addition to the motorized damper. Interlock the motorized damper with the kitchen exhaust. Paint and patch new opening as required. Confirm temperature is set to 70 F in tunnel. Provide 2" gate valve in gymnasium.					Other		(\$1,889.34)
							2495426	11-0525-PR8	
06/29/13	07/08/13	Remove, and disconnect the existing door operator at the exterior doors of the main entrance of Doolittle East. Provide a Horton heavy duty door operator connected to existing system. Patch and paint walls and door frame as required.					Discovered Conditions		\$3,060.75
Project Total									\$2,767.03
<b>Norman Bridge School</b>									
2013 Norman Bridge LTG		2013-22321-LTG							
	Anchor Mechanical, Inc.		\$71,345.48	5	\$6,350.51	\$77,695.99	8.90%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
							2511290	11-1214-PR4	
06/28/13	06/28/13	Discrepancy between bid docs and field conditions.					Omission - AOR		\$3,345.08
Project Total									\$3,345.08

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**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Albert R Sabin Magnet School</b>									
		<b>2013 Sabin LTG</b>							
	Anchor Mechanical, Inc.	2013-29371-LTG	\$131,576.00	5	\$11,030.93	\$142,606.93	8.38%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	06/25/13	06/25/13	Bulletin needed. Additional fixtures with lamps and magnetic ballast, and sensors are needed.				Omission - AOR		11-1214-PR4
								2443944	\$216.86
									<u>Project Total</u>
									\$216.86
<b>South Loop School</b>									
		<b>2013 South Loop LTG</b>							
	Quantum Crossings, LLC.	2013-23751-LTG	\$58,667.00	1	\$4,582.22	\$63,249.22	7.81%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	07/04/13	07/11/13	Add lamps and ballast recycling. Remobilization of project.				Omission - AOR		13-0227-PR6
								2550492	\$4,582.22
									<u>Project Total</u>
									\$4,582.22
<b>Arthur Dixon School</b>									
		<b>2012 Dixon BLR</b>							
	All-Bry Construction Company	2012-22971-BLR	\$5,199,000.00	32	\$393,285.58	\$5,592,285.58	7.56%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	06/26/13	07/01/13	Add 1" cold water line from the hose bib to existing stub.				Omission - AOR		11-0525-PR8
	06/07/13	07/11/13	Repaint interior elevations. Repair concrete ceiling.				Discovered Conditions		\$6,000.00
									\$5,314.38
									<u>Project Total</u>
									\$11,314.38
<b>Richard Henry Lee School</b>									
		<b>2012 Lee SIP</b>							
	Friedler Construction Co.	2012-26331-SIP	\$3,314,800.00	30	\$239,102.38	\$3,553,902.38	7.21%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	06/05/13	06/25/13	Add a junction box in the chase wall are and reconnect existing conduits. Pull new wire for one hand dryer, one outlet, and one wall heater. Terminate all cables.				Discovered Conditions		11-0525-PR8
								2448887	\$1,673.91
									<u>Project Total</u>
									\$1,673.91



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CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Lazaro Cardenas School</b>									
2013 Cardenas LTG	Quantum Crossings, LLC.	2013-24051-LTG	\$17,205.00	1	\$1,118.33	\$18,323.33	6.50%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
07/04/13	07/10/13	Add lenses, lamp and ballast recycling. Remobilization of project.						2432401	12-0222-PR10
								Omission - AOR	\$1,118.33
								<u>Project Total</u>	<u>\$1,118.33</u>
<b>Carl Von Linne Elementary School</b>									
2013 Linne LTG	Anchor Mechanical, Inc.	2013-24201-LTG	\$13,055.74	1	\$848.62	\$13,904.36	6.50%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
04/15/13	06/28/13	Discrepancy between bid docs and field conditions.						2447240	11-1214-PR4
								Omission - AOR	\$848.62
								<u>Project Total</u>	<u>\$848.62</u>
<b>Alexander Graham School</b>									
2013 Graham LTG	J M Polcurr, Inc.	2013-23391-LTG	\$39,403.48	1	\$2,401.65	\$41,805.13	6.10%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
07/04/13	07/13/13	Additional fixtures and missing exit signs.						2461165	11-1214-PR4
								Omission - AOR	\$2,401.65
								<u>Project Total</u>	<u>\$2,401.65</u>
<b>George Schneider School</b>									
2013 Schneider LTG	Anchor Mechanical, Inc.	2013-25281-LTG	\$42,336.00	3	\$2,225.71	\$44,561.71	5.26%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
07/02/13	07/02/13	Provide additional exit signs retrofit kits.						2443950	11-1214-PR4
								Omission - AOR	\$782.55
								<u>Project Total</u>	<u>\$782.55</u>
<b>Daniel R Cameron Elementary School</b>									
2012 Cameron MCR	Friedler Construction Co.	2012-22531-MCR	\$7,583,800.00	65	\$378,691.83	\$7,962,491.83	4.99%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
06/14/13	06/17/13	Cost to OEMC to relocate the master fire alarm box.						2303876	09-0722-PR8
								Owner Directed	\$8,215.00
								<u>Project Total</u>	<u>\$8,215.00</u>

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

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**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>William Howard Taft High School</b>									
	2012 Taft LTG	2012-46311-LTG							
	ECO Lighting Services & Technology		\$366,881.58	2	\$17,034.51	\$383,916.09	4.64%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	07/09/13	07/10/13	Additional fixtures on doors, staircases, bathroom, hallways, and storage rooms. Provide additional exit signs.				2433341		11-1214-PR4
								Omission - AOR	\$714.08
								Project Total	\$714.08
<b>J W Von Goethe School</b>									
	2013 Goethe NCP	2013-23341-NCP							
	O.C.A. Construction, Inc.		\$1,187,825.00	2	\$54,944.40	\$1,242,769.40	4.63%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	06/27/13	07/02/13	The contractor shall provide 24 hour/7 day a week fire guard services within the existing building serviced by the existing fire pump until a Department of Buildings approved temporary condition can be constructed.				2492395		11-0525-PR8
								Code Compliance	\$38,944.40
								Project Total	\$38,944.40
<b>Joseph Kellman Corporate Community School</b>									
	2013 Kellman LTG	2013-23251-LTG							
	Quantum Crossings, LLC.		\$30,678.00	1	\$1,416.12	\$32,094.12	4.62%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	07/04/13	07/10/13	Punch list walk adds & credits 9 items.				2433351		12-0222-PR10
								Omission - AOR	\$1,416.12
								Project Total	\$1,416.12
<b>Jacqueline B Vaughn Occupational High School</b>									
	2013 Vaughn LTG	2013-49081-LTG							
	ECO Lighting Services & Technology		\$52,688.70	1	\$1,708.96	\$54,397.66	3.24%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	06/14/13	06/18/13	Discrepancy between bid docs and existing conditions.				2443984		11-1214-PR4
								Omission - AOR	\$1,708.96
								Project Total	\$1,708.96
<b>Joseph Stockton School</b>									
	2013 Stockton LTG	2013-25501-LTG							
	ECO Lighting Services & Technology		\$17,703.13	1	\$542.12	\$18,245.25	3.06%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	06/14/13	06/18/13	Discrepancy between bid docs and existing conditions.				2443983		11-1214-PR4
								Omission - AOR	\$542.12
								Project Total	\$542.12

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**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Marla Saucedo Scholastic Academy</b>									
	<b>2013 Saucedo LTG</b>	<b>2013-29151-LTG</b>							
	Quantum Crossings, LLC.		\$309,973.00	2	\$8,110.37	\$318,083.37	2.62%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	07/04/13	07/13/13	Revise the total number of light fixtures to be retrofitted, Remove occupancy sensor control from bathroom, Provide new light switch in bathroom to switch on/off light fixtures. Provide all required conduit, metal raceway, accessories, and wiring for a complete installation. Make all final connections.				Omission - AOR		12-0222-PR10 \$888.18
	07/04/13	07/13/13	Punch list items.				Omission - AOR		\$7,222.19
								<u>Project Total</u>	<u>\$8,110.37</u>
<b>Cyrus H McCormick School</b>									
	<b>2013 McCormick LTG</b>	<b>2013-24431-LTG</b>							
	Imperial Lighting Maintenance Co.		\$115,102.82	6	\$2,987.77	\$118,090.59	2.60%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	06/14/13	06/19/13	Provide credit as a result of no sensors to be provided only in the classrooms as previously listed.				Owner Directed		11-1214-PR4 (\$5,825.91)
								<u>Project Total</u>	<u>(\$5,825.91)</u>
<b>Gerald Delgado Kanoon Magnet School</b>									
	<b>2013 Kanoon LTG</b>	<b>2013-29071-LTG</b>							
	J M Polcurr, Inc.		\$82,892.63	2	\$2,137.78	\$85,030.41	2.58%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	07/04/13	07/11/13	Room 102 - Provide (2) additional Retrofit Tag fixtures.				Omission - AOR		\$224.14
	07/04/13	07/11/13	Added retrofits for missed scope during final walk through.				Omission - AOR		\$1,913.64
								<u>Project Total</u>	<u>\$2,137.78</u>
<b>Leslie Lewis School</b>									
	<b>2011 Lewis SIP-1</b>	<b>2011-24151-SIP-1</b>							
	F.H. Paschen, S.N. Nielsen & Assoc		\$6,310,000.00	11	\$147,545.00	\$6,457,545.00	2.34%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>		
	06/03/13	07/08/13	This request is related to the gap discovered between the top of the shear collar and the bottom of the girder in the attic space. Short concrete pedestals were required on top of the shear collars at some locations to account for as-built differences in the elevation of the various girders framing into a column. This information was not indicated on the original design drawings for the school, so it was addressed during construction once the elevations were confirmed.				Discovered Conditions		\$3,136.00
								<u>Project Total</u>	<u>\$3,136.00</u>

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

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These change order dates range from 11/15/12 to 07/11/13 and  
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CHANGE ORDER LOG

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number	
<b>Robert L Grimes School</b>										
		2012-23461-LTG								
	ECO Lighting Services & Technology		\$20,500.00	1	\$438.31	\$20,938.31	2.14%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
	11/15/12	06/21/13	Missing fixtures in closet. The AOR missed the fixtures in the closets in 9 locations.					2474905		
								Omission - AOR	\$438.31	
								Project Total	\$438.31	
<b>Benjamin E Mays Academy</b>										
		2013-26321-LTG								
	Imperial Lighting Maintenance Co.		\$52,794.19	1	\$892.07	\$53,686.26	1.69%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
	06/29/13	07/02/13	Accept new count differences.					2444006	11-1214-PR4	
								Omission - AOR	\$892.07	
								Project Total	\$892.07	
<b>John Spry Community School</b>										
		2013-25451-LTG								
	Quantum Crossings, LLC.		\$100,019.00	3	\$1,130.09	\$101,149.09	1.13%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
	07/04/13	07/13/13	Discrepancy between bld docs and existing conditions.					2433356	12-0222-PR10	
	07/04/13	07/13/13	Provide new surface mounted fluorescent wraparound to replace the existing fixture.						Omission - AOR	(\$2,275.68)
	07/04/13	07/13/13	Discrepancy between bid docs and existing conditions.						Omission - AOR	\$745.33
								Omission - AOR	\$2,660.44	
								Project Total	\$1,130.09	
<b>Washington Irving School</b>										
		2013-24881-LTG								
	Quantum Crossings, LLC.		\$61,556.00	1	\$659.00	\$62,215.00	1.07%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>		
	07/04/13	07/10/13	Punch list walk missed items.					2550500	13-0227-PR6	
								Omission - AOR	\$659.00	
								Project Total	\$659.00	

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

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August 28, 2013

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Philip Murray Language Academy</b>									
<b>2012 Murray MCR</b>		<b>2012-29221-MCR</b>							
	Blinderman Construction Co		\$3,131,200.00	19	\$32,643.00	\$3,163,843.00	1.04%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
								2323657	12-0425-PR9
06/20/13	06/25/13	The existing planters adjacent to the kindergarten entrance was observed to have shifted limestone caps causing larger than necessary grout joints and overhang conditions. AOR gave direction for the limestone caps to be removed and reset in a proper, flush arrangement.						Omission - AOR	\$618.00
07/08/13	07/13/13	Additional treated wood curbs for hatch and plumbing vent locations not indicated on contract documents.						Omission - AOR	\$925.00
								<u>Project Total</u>	<u>\$1,543.00</u>
<b>Ludwig Von Beethoven School</b>									
<b>2012 Beethoven LTG</b>		<b>2012-25931-LTG</b>							
	ECO Lighting Services & Technology		\$122,375.00	1	\$1,230.68	\$123,605.68	1.01%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
								2466265	
12/20/12	06/19/13	Additional replacement lenses.						Discovered Conditions	\$1,230.68
								<u>Project Total</u>	<u>\$1,230.68</u>
<b>William T. Sherman Elementary School of Excellence</b>									
<b>2013 Sherman LTG</b>		<b>2013-25341-LTG</b>							
	Broadway Electric		\$38,018.00	1	\$373.00	\$38,391.00	0.98%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
								2462877	11-1214-PR4
05/20/13	06/18/13	Missed Scope by AOR.						Omission - AOR	\$373.00
								<u>Project Total</u>	<u>\$373.00</u>
<b>George Leland Elementary School</b>									
<b>2013 Leland LTG</b>		<b>2013-26391-LTG</b>							
	J M Polcurr, Inc.		\$26,848.59	1	\$258.17	\$27,106.76	0.96%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
								2461186	11-1214-PR4
07/04/13	07/11/13	Please see attached room spreadsheet for bulletin work.						Omission - AOR	\$258.17
								<u>Project Total</u>	<u>\$258.17</u>
<b>Sojourner Truth School</b>									
<b>2011 Truth CSP-1</b>		<b>2011-26571-CSP-1</b>							
	K.R. Miller Contractors, Inc		\$3,942,000.00	6	\$34,714.47	\$3,976,714.47	0.88%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
								2495890	11-0525-PR8
06/25/13	07/08/13	Partition walls were demolished.						Discovered Conditions	\$3,199.83

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

Report M\_CHANGE\_09

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number	
<b>Sojourner Truth School</b>										
		<b>2011-26571-CSP-1</b>								
	K.R. Miller Contractors, Inc		\$3,942,000.00	6	\$34,714.47	\$3,976,714.47	0.88%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
								2495890	11-0525-PR8	
	05/21/13	07/08/13	It was discovered after demolition of outer finish that the existing wall has unsightly conditions. This wall will be the future east finished wall of the unisex toilet room.				Discovered Conditions			\$1,614.02
	06/23/13	07/11/13	During design, the worst areas of disrepair at the parking lot were reviewed by the AOR/DM and identified to be patched. The area where the conduit is located was in fairly good condition compared to some other areas and thus not included in the parking lot repairs for budget considerations. During the design phase, no conduit was previously visible.				Discovered Conditions			\$10,339.02
	06/25/13	07/02/13	Bulletin is to relocate 40 lockers from main building to annex.				School Request			\$6,552.24
	06/23/13	06/24/13	Existing sanitary sewer line are not in location identified in original 1972 drawings and the televising report identified clogged roof drains that did not allow access to the sewer lines.				Discovered Conditions			\$7,735.86
									<u>Project Total</u>	<u>\$29,440.97</u>
<b>William Bishop Owen Scholastic Academy School</b>										
		<b>2013-29241-LTG</b>								
	Imperial Lighting Maintenance Co.		\$29,214.83	1	\$245.32	\$29,460.15	0.84%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
								2444008	11-1214-PR4	
	06/29/13	07/02/13	Provide additional fixture replacement.				Error - Architect			\$245.32
									<u>Project Total</u>	<u>\$245.32</u>
<b>Theodore Roosevelt High School</b>										
		<b>2013-46271-LTG</b>								
	ECO Lighting Services & Technology		\$137,763.78	1	(\$1,507.59)	\$136,256.19	-1.09%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
								2443976	11-1214-PR4	
	06/14/13	06/18/13	Discrepancy between bid docs and existing conditions.				Omission - AOR			(\$1,507.59)
									<u>Project Total</u>	<u>(\$1,507.59)</u>
<b>Charles W Earle School</b>										
		<b>2013-23031-LTG</b>								
	Imperial Lighting Maintenance Co.		\$104,481.08	4	(\$2,393.78)	\$102,087.30	-2.29%			
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>				<u>Reason Code</u>			
								2444002	11-1214-PR4	
	06/27/13	06/28/13	Provide 17 fixtures in various areas of the basement.				Discovered Conditions			\$946.98
	06/27/13	07/01/13	Provide count difference for total fixtures, install lights, provide credit for 16 fixtures in gym.				Owner Directed			(\$5,493.12)
	06/27/13	07/01/13	Retrofit existing fixtures.				Owner Directed			(\$706.32)

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

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Charles W Earle School</b>									
2013 Earle LTG		2013-23031-LTG							
	Imperial Lighting Maintenance Co.		\$104,481.08	4	(\$2,393.78)	\$102,087.30	-2.29%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
06/27/13	07/02/13	An additional 21 classroom occupancy sensors are required.						2444002	11-1214-PR4
								Omission - AOR	\$2,858.68
								<u>Project Total</u>	<u>(\$2,393.78)</u>
<b>Franz Peter Schubert School</b>									
2013 Schubert LTG		2013-25291-LTG							
	Anchor Mechanical, Inc.		\$57,824.00	3	(\$1,895.68)	\$55,928.32	-3.28%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
06/26/13	06/26/13	Auditorium projection booth, basement work area/ break area and 1st floor corridor.						2443948	11-1214-PR4
								Omission - AOR	\$931.05
								<u>Project Total</u>	<u>\$931.05</u>
<b>EPIC Academy</b>									
2013 Epic Academy LTG		2013-63081-LTG							
	Imperial Lighting Maintenance Co.		\$43,161.76	2	(\$1,772.85)	\$41,388.91	-4.11%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
06/27/13	07/01/13	Replace fixtures in closets.						2444003	11-1214-PR4
05/01/13	06/28/13	Provide cost credit for revised site survey.						Discovered Conditions	\$1,489.07
								Owner Directed	(\$3,261.92)
								<u>Project Total</u>	<u>(\$1,772.85)</u>
<b>Josiah L Pickard School</b>									
2013 Pickard LTG		2013-24961-LTG							
	Quantum Crossings, LLC.		\$70,017.00	2	(\$2,940.65)	\$67,076.35	-4.20%		
<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>						<u>Reason Code</u>	
07/04/13	07/11/13	Basement Corridors, 1st Floor Corridor, 2nd Floor Corridors, 3rd Floor Corridors and basement Janitor Break Room. Restore Boiler Room light fixture, Old Building Northeast Entry, Auditorium Passage A and B.						2433353	12-0222-PR10
								Owner Directed	(\$3,165.64)
07/04/13	07/13/13	Adding lamps, lenses and ballast recycling. Remobilization of project.						Omission - AOR	\$224.99
								<u>Project Total</u>	<u>(\$2,940.65)</u>

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

**CHANGE ORDER LOG**

School	Vendor	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total % of Contract	Oracle PO Number	Board Rpt Number
<b>Jonathan Y Scammon School</b>									
	2013 Scammon LTG	2013-25241-LTG							
	ECO Lighting Services & Technology		\$123,185.19	2	(\$5,197.16)	\$117,988.03	-4.22%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	06/19/13	06/19/13	Discrepancy of existing conditions vs. bid docs.					2433566	11-1214-PR4
								Omission - AOR	\$4,672.75
								Project Total	\$4,672.75
<b>John Harvard Elementary School of Excellence</b>									
	2013 Harvard LTG	2013-23581-LTG							
	Imperial Lighting Maintenance Co.		\$24,409.16	2	(\$1,900.50)	\$22,508.66	-7.79%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	06/27/13	07/01/13	Provide 21 exit fixtures.					2444004	11-1214-PR4
								Omission - AOR	(\$544.52)
								Project Total	(\$544.52)
<b>Mount Vernon Elementary School</b>									
	2013 Mount Vernon LTG	2013-24601-LTG							
	Imperial Lighting Maintenance Co.		\$39,613.61	1	(\$4,934.52)	\$34,679.09	-12.46%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	06/29/13	07/08/13	Provide cost credit for revised count of retrofit fixtures.					2444007	11-1214-PR4
								Owner Directed	(\$4,934.52)
								Project Total	(\$4,934.52)
<b>Carl Schurz High School</b>									
	2006 Schurz BLR	2006-1530-BLR							
	F.H. Paschen, S.N. Nielsen & Assoc., Inc		\$10,445,000	33	\$633,912.00	\$11,078,912.00	6.07%		
	<u>Change Date</u>	<u>App Date</u>	<u>Change Order Descriptions</u>					<u>Reason Code</u>	
	04/18/13	07/11/13	Connect new hot water service to existing janitor's service sink in kitchen.					2487942	10-0526-PR3
	02/28/13	07/11/13	Add additional Baseboards for heating rooms 140, 340, & 357.					Omission - AOR	\$1,684.00
	02/28/13	07/11/13	Install a drain at the mezzanine level.					Omission - AOR	\$31,218.00
	02/28/13	07/11/13	Add four 150 psi pressure reducing valves to cooling tower and boiler room.					School Request	\$7,685.00
								Discovered Conditions	\$9,754.00
								Project Total	\$50,341.00
<b>Total Change Orders for this Period</b>						<b>\$551,856.40</b>			

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

**AMEND BOARD REPORT 12-0425-PR11****APPROVE THE PRE-QUALIFICATION STATUS OF AND ENTERING INTO AGREEMENTS WITH CONTRACTORS TO PROVIDE JOB PREPAREDNESS TRAINING THROUGH AUDITORIUM RENOVATIONS****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve the pre-qualification status of and entering into agreements with contractors to provide job preparedness training through auditorium renovations at a cost not to exceed ~~\$500,000~~ \$1,000,000 in the aggregate. Contractors were selected on a competitive basis pursuant to Board Rule 7-2. Written master agreements are currently being negotiated. No services shall be provided by and no payment shall be made to any contractor prior to the execution of their written master agreement. The pre-qualification status approved herein for each contractor shall automatically rescind in the event such contractor fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to these master agreements is stated below.

This August 2013 amendment is necessary to increase spending authority to \$1 million to support capital work. Written amendments to reflect the increased not to exceed amount are currently being prepared.

Specification Number : 11-250059

Contract Administrator : Knowles, Miss Demetra / 773-553-2280

**VENDOR:**

- 1) Vendor # 21503  
AMER-I-CAN ENTERPRISE II, INC  
3260 WEST WARREN  
CHICAGO, IL 60624  
Harold Davis Jr.  
773 988-5588  
312-633-9346
- 2) Vendor # 01135  
PROLOGUE W.E.B. DUBOIS ACADEMY  
1135 NORTH CLEAVER, 2ND FLR.  
CHICAGO, IL 60642  
Dr. Nancy E. Jackson  
773 935-9925  
773-935-1215

**USER INFORMATION :**

Contact: 11860 - Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603  
McGuffage, Mr. Terrence William  
773-553-2960

**TERM:**

The term of this pre-qualification period and each master agreement shall commence on May 1, 2012 and end on April 30, 2014. The Board shall have the right to extend the pre-qualification period and each master agreement for 2 additional 24 month periods.

**SCOPE OF SERVICES:**

Each pre-qualified contractor shall provide the following services:

Work with the Board's Career & Technical Education (CTE) department to select high school students for participation in this program.

Pay each high school student in the program \$8.25/hour. High school students can only work a maximum of twenty-five (25) hours/week during the school year, and forty (40) hours per week during the summer.

Perform auditorium renovation services identified in scopes of work in compliance with all applicable laws rules, codes and regulations.

Procure all permits, licenses and approvals.

Plan, coordinate, administer and supervise the work.

Procure all materials and equipment required for each awarded project.

Prepare and submit timely status and progress reports and update project completion schedules when requested by the Board.

Meet with Board representatives as required to discuss work in progress and other matters.

Provide all necessary labor and materials to complete project successfully. Specific projects will be bid and awarded on the basis of both cost to renovate the auditorium and the skills training proposed.

**COMPENSATION:**

The sum of payments to all pre-qualified contractors for the pre-qualification term shall not exceed ~~\$500,000~~ \$1,000,000.

**USE OF POOL:**

The Department of Operations is authorized to receive services from the pre-qualified pool as follows: pre-qualified contractors shall be eligible to bid on the Board's various auditorium renovation projects. Each project shall be awarded to the lowest, responsive, responsible bidder.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:** ~~The M/WBE goals for this agreement include: 26% total MBE and 5% total WBE participation. However, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the aggregate compliance method for M/WBE compliance will be utilized. Thus, orders for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a quarterly basis. Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract Goal method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this agreement will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis and will adhere to the required goals of 26% total MBE and 5% total WBE participation.~~

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to ~~Operations~~ Facility Operations & Maintenance: ~~\$500,000~~ \$1,000,000

Parent Unit Number: 11800

FY14

Source of Funds: ~~Various Operating Budgets~~ Various Operations & Maintenance and Capital Funds

CFDA#: Not Applicable

**GENERAL CONDITIONS:**

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

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

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

Ethics - The Board's Ethics Code adopted 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).

**APPROVE ENTERING INTO AN AGREEMENT WITH CIC ENERGY CONSULTING, LLC FOR EXTERNAL ENERGY FUNDING ACQUISITION CONSULTING SERVICES**

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

Approve entering into an agreement with CIC Energy Consulting, LLC to provide external energy funding acquisition consulting services to the Department of Facility Operations & Maintenance at a total cost not to exceed \$250,000. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280  
CPOR Number : 13-0606-CPOR-1571

**VENDOR:**

- 1) Vendor # 99776  
CIC ENERGY CONSULTING, LLC  
30 S. WACKER DRIVE STE 1700  
CHICAGO, IL 60606  
Ken Anno

**USER INFORMATION :**

Contact:  
11860 - Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603  
Martin, Mr. Brian William  
773-553-2960

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

Contact:  
11860 - Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603  
Mcguffage, Mr. Terrence William  
773-553-2960

**TERM:**

The term of this agreement shall commence on the date the agreement is signed and shall end 12 months thereafter. This agreement shall have 1 option to renew for a period of 12 months. Cost for each option year shall not exceed \$250,000 and shall be paid pursuant to receiving approval of a Key Account grant from IL DCEO each fiscal year.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

CPS was recently awarded with a \$4.5 million grant from IL DCEO to support identifying and securing energy efficiency grant dollars available in existing Capital and Asset construction projects. CIC Energy will partner with CPS' Department of Facility Operations & Maintenance to identify all possible External Energy Efficiency Funding opportunities that will help CPS maximize its outside funding and reduce its overall cost. The services will include the following for approximately 150-200 projects: review of existing scopes & specifications, collection of required documentation and data necessary for IL DCEO application submittal, completion of required quarterly financial and progress reports for each project, development of audit methodology to present data to IL DCEO, identification of estimated energy savings per IL DCEO requirements, and on site walkthroughs.

**DELIVERABLES:**

CIC Energy will assist in securing an estimated \$1-4 million in grant incentives available in existing Capital & Asset projects. CIC Energy will provide quarterly financial and project progress reports identifying the following:

- Total number of potential energy efficiency project candidates
- Total possible grant values available for each project
- Total energy savings for each energy efficiency grant submitted
- Total number of grant applications submitted to date
- Status of applications submitted

**OUTCOMES:**

Vendor's services will provide CPS with the necessary resources to identify energy efficiency rebate dollars from existing CPS projects with no out of pocket expense to CPS. With the award of the FY14 IL DCEO Key Accounts grant CPS now has an opportunity to secure up to \$4.5 million in additional cost savings through existing Capital and Asset construction projects.

**COMPENSATION:**

Vendor shall be paid as follows: 7.5% of all external revenue (grants/rebates) they are able to secure for CPS in FY14, not to exceed the sum of \$250,000. CIC Energy will be paid after CPS has received the revenue from IL DCEO for each project.

**REIMBURSABLE EXPENSES:**

Vendor shall be reimbursed for the following expenses: None

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

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

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund: 436  
Parent Unit: 12150  
FY14  
Source of Funds: IDCEO Grant

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**APPROVE ENTERING INTO AN AGREEMENT WITH VARIOUS VENDORS FOR FIRE  
EXTINGUISHER MAINTENANCE SERVICES**

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

Approve entering into agreements with various vendors to provide fire extinguisher maintenance services to schools at a total cost not to exceed \$200,000. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are available for signature. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 13-250047

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

**VENDOR:**

- 1) Vendor # 39827  
SIMPLEX GRINNELL  
91 N. MITCHELL COURT  
ADDISON, IL 60101  
Julie Watkins  
630 948-1100

Awarded: North Northwest Collaborative

- 2) Vendor # 46012  
FOX VALLEY FIRE AND SAFETY CO  
2730 PINNACLE DR.  
ELGIN, IL 60123  
Larry Paris  
847 695-5990

Awarded: West, South, Southwest, And Far  
South Collaboratives

**USER INFORMATION :**

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

Project  
Manager: 11860 - Facility Operations & Maintenance  
  
125 South Clark Street 16th Floor  
  
Chicago, IL 60603  
  
McGuffage, Mr. Terrence William  
  
773-553-2960

**TERM:**

The term of each agreement shall commence on September 1, 2013 and shall end on August 31, 2015. The agreements shall have two options to renew for periods of 12 months each. Cost for each option period shall not exceed \$100,000.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Vendors will provide inspection and maintenance services for fire extinguishers in accordance with the National Fire Protection Association standards. As the code indicates, maintenance should include correct placement; inspection of safety seals; documentation and communication of any obstructions; repair of any leaks, damage, corrosion, clogging, etc.; pressure gauge readings; verification of operating instructions; check for fullness; and, provide required testing and documentation of all inspections and services.

**DELIVERABLES:**

Vendors' services will provide Chicago Public Schools with annual maintenance in accordance with National Fire Protection Association standards, including inspections, hydrostatic testing, record keeping, pressure testing, conductivity testing, recharging, required documentation, proper removal, and required replacements of extinguishers.

**OUTCOMES:**

Vendors' services will result in proper inspection and maintenance of fire extinguishers by authorized service technicians in accordance with National Fire Protection Agency standards (NFPA 10).

**COMPENSATION:**

Vendors shall be paid as follows: in accordance with the pricing set forth in their respective agreement; total not to exceed \$200,000 in the aggregate for all vendors.

**REIMBURSABLE EXPENSES:**

Vendor shall be reimbursed for the following 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 Operating Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

The M/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the aggregate compliance method for M/WBE compliance will be utilized. Thus, orders for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a quarterly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund: 230  
Parent Unit: 11800  
Charge to: Department of Facility Operations & Maintenance  
FY14: \$100,000 FY15: \$100,000

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**Vice President Ruiz abstained on Board Report 13-0828-PR14.**

**APPROVE EXERCISING THE FIRST OPTION TO RENEW AND AMEND THE AGREEMENT WITH  
BENEFIT EXPRESS SERVICES, LLC. FOR FLEXIBLE SPENDING ACCOUNT SERVICES**

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

Approve exercising the first option to renew and amend the agreement with Benefit Express Services, LLC to provide Flexible Spending Account (FSA) administrative services to the Talent Office at a total cost for the option period not to exceed \$191,000.00. The original agreement shall be amended to change the end date of the initial term from December 31, 2014 to September 30, 2013 and increase the maximum compensation amount for the first option from \$85,000 to \$191,000 and for the second option from \$90,000 to \$209,000. A written renewal and amendment agreement is currently being negotiated. No payment shall be made to Benefit Express Services, LLC during the option period 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 option and amendment is stated below.

Contract Administrator : Seanior, Miss Pamela Dorcas / 773-553-2254  
CPOR Number : 11-0610-CPOR-1449

**VENDOR:**

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

**USER INFORMATION :**

Project  
Manager: 11010 - Office of Human Capital  
  
125 S Clark St - 2nd Floor  
  
Chicago, IL 60603  
  
Wolter, Mr. William R.  
  
773-553-1070

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 11-0622-PR34 and amended herein to revise the end date) in the amount of \$249,000.00 is for a term commencing January 1, 2012 and ending September 30, 2013, with the Board having two options to renew for twelve months each. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 and approved by CPOR 11-0610-CPOR1449.

**OPTION PERIOD:**

The term of this agreement is being renewed for twelve months commencing October 1, 2013 and ending September 30, 2014.

**OPTION PERIODS REMAINING:**

There is one option period for twelve months remaining at a cost not to exceed \$209,000.

**SCOPE OF SERVICES:**

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

**DELIVERABLES:**

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

**OUTCOMES:**

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

**COMPENSATION:**

Vendor shall be paid during this option period as follows: at the agreed upon per employee per month fee with the total not to exceed the sum of \$191,000.00.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

The MBE/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends that a partial waiver of the MBE goal, as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted as the scope of services is not further divisible. The certified WBE Prime Vendor will self perform these services:

**Total WBE - 100%**

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

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to the Talent Office, Unit 11010, Fund 115:  
FY2014- \$143,250.00  
FY2015- \$47,750.00

**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

**13-0828-PR16**

**APPROVE ENTERING INTO AN AGREEMENT WITH IMAGINATION THEATER, INC. FOR ACTING SERVICES FOR THE CPS PRINCIPAL ELIGIBILITY PROCESS "DAY-IN-THE-LIFE" ASSESSMENTS**

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

Approve entering into an agreement with Imagination Theater, Inc. to provide acting services for the CPS Principal Eligibility Process Assessments to the Talent Office at a total cost not to exceed \$99,000.00. Imagination Theater, Inc. was selected on a competitive basis pursuant to Board Rule 7-2 and approved by CPOR# 13-0725-CPOR-1578. A written agreement for Imagination Theater, Inc.'s services is currently being negotiated. No services shall be provided by Imagination Theater, Inc. and no payment shall be made to Imagination Theater, Inc. 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 : Seanior, Miss Pamela Dorcas / 773-553-2280  
CPOR Number : 13-0725-CPOR-1578

**VENDOR:**

- 1) Vendor # 45452  
IMAGINATION THEATRE INC  
4001 N. RAVENSWOOD AVE # 503-C  
CHICAGO, IL 60613  
Steve Leaver

**USER INFORMATION :**

Project  
 Manager: 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 August 29, 2013 and shall end June 30, 2014. This agreement shall have one (1) option to renew for a period of 12 months at a cost of \$99,000.00 for the option period.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

The CPS Principal Eligibility Process includes a Day-In-The-Life assessment comprised of a series of role plays and scenarios that simulate conversations and meetings between a principal, teachers, parents and other school community stakeholders. The actor services are critical to simulate "real time" situations and provide a robust and dynamic experience in the assessment center model.

**DELIVERABLES:**

Imagination Theater, Inc. will provide (3) professional actors that range in demographics for each day of assessments for approximately 120 assessment center days. Assessments are conducted year-round and typically occur 1-3 days per week. Actors must be available for a one year contract.

**OUTCOMES:**

Imagination Theater, Inc. services will result in realistic teacher, parent and community member role plays and scenarios that simulate a principal's day in a school to enhance the CPS Principal Eligibility Process Day-In-The-Life Assessments.

**COMPENSATION:**

Imagination Theater, Inc. shall be paid as follows: daily rate of \$825.00 per day for 120 assessment center days; total not to exceed the sum of \$99,000.00.

**REIMBURSABLE EXPENSES:**

None

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

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

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Talent Office, Unit 11010, Fund 353, in FY 2014: \$99,000.

11010-353-54125-264214-494045-2014	\$99,000.00
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**CFDA#:** Not Applicable

**GENERAL CONDITIONS:**

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

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

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

Ethics - The Board's Ethics Code adopted 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).

13-0828-PR17

**APPROVE ENTERING INTO A TEACHER REFERRAL AND SUPPORT AGREEMENT  
WITH GOLDEN APPLE FOUNDATION**

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

Approve entering into a teacher referral and support agreement with the Golden Apple Foundation to provide an initial cohort of 75 certified teachers for the 2015-16 school year and a second cohort of 100 certified teachers for the 2016-17 school year to the Chicago Public Schools at a cost not to exceed \$1,000,000.00 (for a total of 175 teachers). Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee, and was approved by the Chief Purchasing Officer. A written agreement for these services is currently being negotiated. No services shall be provided by and no payment shall be made to the Golden Apple Foundation prior to execution of the agreement. The authority granted herein shall automatically rescind in the event the agreement is not executed within 90 days of the date this Board Report. Information pertinent to this agreement is stated below.

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

**VENDOR:**

- 1) Vendor # 17472  
GOLDEN APPLE FOUNDATION  
8 S MICHIGAN AVE, SUITE 700  
CHICAGO, IL 60603-3318  
Dominic Belmonte  
312 407-0006

**USER INFORMATION :**

Project  
Manager: 11010 - Office of Human Capital  
  
125 S Clark St - 2nd Floor  
  
Chicago, IL 60603  
  
Paul, Mr. Rohit  
  
773-553-1117

**TERM:**

The term of this agreement shall commence on September 1, 2013 and shall end on August 31, 2015 with two options to renew for periods of two years each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

The Golden Apple Foundation will prepare up to 75 college juniors to become CPS teachers of record for the 2015-2016 school year. These students will receive two years of advanced teacher preparation in the form of pre-student teaching internships, mentoring and coursework on the art of teaching through Golden Apple and will have earned their educator licensure prior to hire. In 2014, Golden Apple will prepare a second cohort of up to 100 college juniors to become CPS teachers of record for the 2016-17 school year. This second cohort of teachers will receive one year of advanced teacher preparation in the form of pre-student teaching internships, mentoring and coursework on the art of teaching through Golden Apple and will have earned their educator licensure prior to hire. All of these students will be suited for placement in CPS teacher shortage areas, whether related to subject-area, discipline, or geographic region, as specified by the Talent Office.

**DELIVERABLES:**

Golden Apple will prepare up to 75 college juniors to become CPS teachers of record for the 2015-2016 school year and 100 college sophomores to become CPS teachers of record for the 2016-17 school year.

**OUTCOMES:**

A maximum of 75 first-year teachers will be referred for hire in high-needs schools at the end of the 2015-16 school year and a maximum of 100 first-year teachers will be referred for high in high-needs schools at the end of the 2016-17 school year.

**COMPENSATION:**

Golden Apple will be compensated as specified in the agreement; total compensation not to exceed \$1,000,000.00.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

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

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to the Talent Office, Unit 11010, Fund 115: FY 2014 - \$600,000, FY 2015 - \$400,000.

**CFDA#:**

Not Applicable

**GENERAL CONDITIONS:**

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

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

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

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

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

**Board Member Dr. Bienen abstained on Board Report 13-0828-PR17.**

**13-0828-OP1**

**APPROVE NEW LICENSE AGREEMENT WITH METROPOLITAN FAMILY SERVICES FOR A PORTION OF LIBBY ELEMENTARY SCHOOL ANNEX, 5338 S. LOOMIS BLVD**

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

Approve entering into a new license agreement with the **Metropolitan Family Services** for a portion of **Libby Elementary School Annex** located at **5338 S. Loomis Blvd., Chicago, Illinois** for use as a day care center. A written license agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written license agreement is not executed within 90 days of the date of this Board Report.

**LICENSEE:**

Metropolitan Family Services  
One North Dearborn, Suite 1000  
Chicago, Illinois 60602  
Contact: Ricardo Estrada / Phone: 312.986.4120

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

**PREMISES:** Licensee shall use a portion of the Libby Elementary School Annex building, located at 5338 S. Loomis Blvd. as set forth in the license agreement. Licensee shall share the Premises with Libby Elementary School, see Exhibit A (Licensee's space is referred to as "Early Development Area").

**USE:** Licensee shall use the Premises to operate a neighborhood day care center for approximately 122 children ages birth – 5 years and to provide related educational programs for the community, and for no other purpose. Usage by Licensee shall be restricted to Monday through Friday, 7:00 a.m. to 7:00 p.m. or such hours as the parties shall mutually agree. The day care center will be open year round. Licensee is required to meet all applicable governmental standards imposed for the operation of a day care facility, including without limitation, those imposed by the Chicago Department of Family and Support Services.

**TERM:** The term of the License shall be 5 years, commencing upon the date the agreement is fully executed (but no earlier than August 29, 2013), and ending on June 30, 2018. Execution of License Agreement by Board is contingent upon Licensee obtaining all requisite licensing to operate a day care center and related programs.

**EARLY TERMINATION:** The Licensor shall have the right to terminate this License with or without cause, upon sixty (60) days written notice to Licensee. Notwithstanding the foregoing, if Licensee ceases to operate the Premises for the permitted Use, this License shall terminate on the date Licensee ceases to operate in accordance with the terms of this License.

**LICENSE FEE:** One dollar (\$1.00) per year.

**OPERATING AND UTILITIES EXPENSES:** Licensee shall procure engineering services from Licensor. Licensor shall provide engineering services at Licensor's then-current rate (which is subject to increase) and Licensee shall pay its proportionate share of such engineering services. Licensee shall also be responsible for its proportionate share of all utilities and wireless internet service expenses. Licensee shall be responsible for determining whether it shall procure custodial services from Licensor or a third party. If Licensee procures custodial services from Licensor, Licensee shall pay its proportionate share of such custodial services at Licensor's then-current rate (which is subject to increase).

**MAINTENANCE AND REPAIRS:** Licensee shall be responsible for regular maintenance of the Premises (excluding engineering services, which shall be provided by Licensor). Licensee shall be responsible for repairing any damages to the Premises caused by Licensee's use.

**IMPROVEMENTS TO PREMISES:** Licensee may make improvements to the Premise upon Licensor's prior written consent. Such improvements will be made by Licensee at Licensee's sole cost.

**ADDITIONAL TERMS/INSURANCE;** Licensee shall provide the Board with evidence of proper licensing and certification to provide day care services; be solely responsible and liable for and indemnify the Board for losses and/or claims resulting from Licensee's operations; and maintain insurance in at least the minimum amounts required by the Board.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Operating Officer to execute any and all ancillary documents related to the agreement.

**AFFIRMATIVE ACTION:** Exempt.

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

**FINANCIAL:** Rent payable to the General Fund.

**GENERAL CONDITIONS:**

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

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

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

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

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

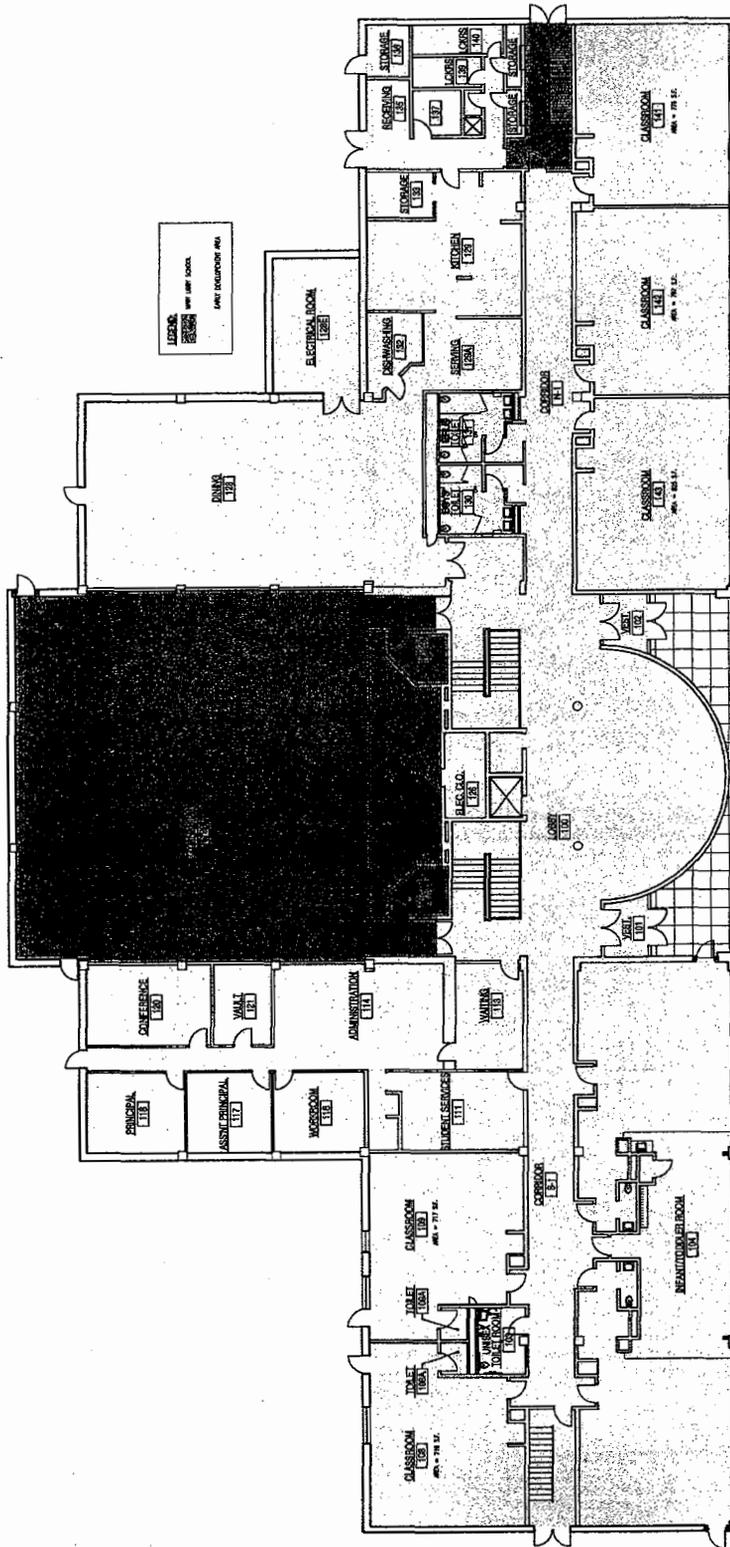
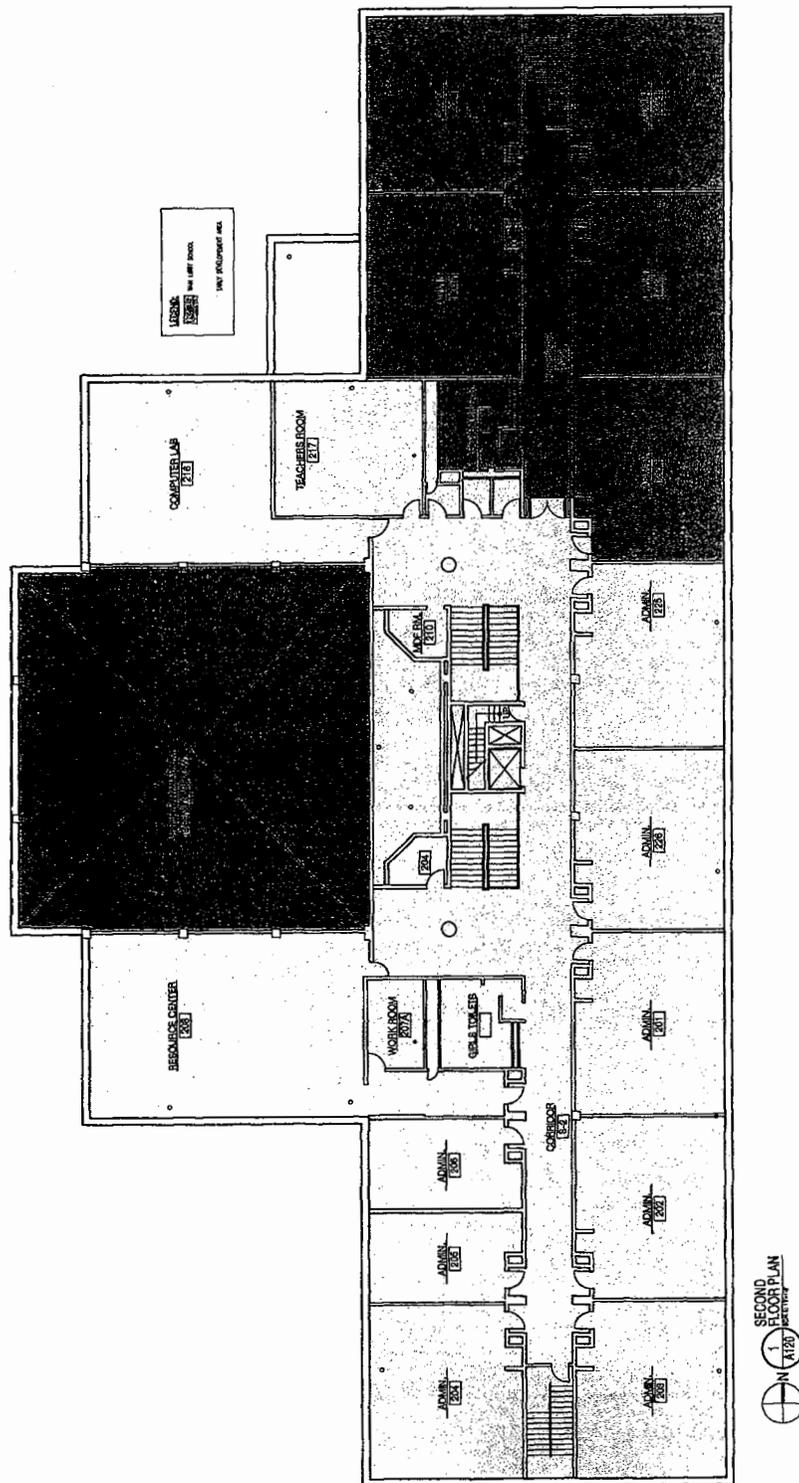


EXHIBIT A



President Vitale indicated that if there were no objections, Board Reports 13-0828-PR1 through 13-0828-PR17, and 13-0828-OP1, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 13-0828-PR1 through 13-0828-PR17, and 13-0828-OP1 adopted.

**PRINCIPAL CONTRACTS (A)****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:**

Accept and file copies of the contracts with the principals listed below who were selected by the Local School Council pursuant to the Illinois School Code and the Uniform Principal's Performance Contract.

**DESCRIPTION:** Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Policy on Requirements for the Selection of Chicago Public Schools Principals, #08-1217-PO2, dated December 17, 2008, subject to approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

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

<u>NAME</u>	<u>FROM</u>	<u>TO</u>
Chad Adams	Assistant Principal Harper	Contract Principal Sullivan Network: North-Northwest Side High School P.N. 122455 Commencing: July 1, 2013 Ending: June 30, 2017
Shaheena Khan-Barnett	Rehire	Contract Principal Aldridge Network: Lake Calumet Elementary P.N. 122757 Commencing: July 1, 2013 Ending: June 30, 2017
Diedre Coleman	Contract Principal Lawrence	Contract Principal Holmes Network: Englewood Gresham Elementary P.N. 118571 Commencing: July 12, 2013 Ending: July 11, 2017
Eric Dockery	Contract Principal Dewey	Contract Principal Poe Classical Network: Lake Calumet Elementary P.N. 112888 Commencing: July 1, 2013 Ending: June 30, 2017
Paul Flaherty	Interim Principal Marshall Middle	Contract Principal Marshall Middle Network: O'Hare Elementary P.N. 129858 Commencing: July 1, 2013 Ending: June 30, 2017
Macquiline King	Contract Principal Dumas	Contract Principal Courtenay Network: Ravenswood Ridge Elementary P.N. 472606 Commencing: July 1, 2013 Ending: June 30, 2017
LaShawn Ray	New Employee	Contract Principal Palmer Network: O'Hare Elementary Commencing: July 16, 2013 Ending: July 15, 2017
Chad Weiden	Assistant Principal Blaine	Contract Principal Edgebrook Network: O'Hare Elementary P.N. 116991 Commencing: July 1, 2013 Ending: June 30, 2017

**LSC REVIEW:** The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

**AFFIRMATIVE ACTION STATUS:** None

**FINANCIAL:** The salaries of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

**PERSONNEL IMPLICATIONS:** The positions to be affected by approval of this action are contained in the 2013-2014 school budget.

13-0828-AR1

**REPORT ON BOARD REPORT RESCISSIONS**

**THE GENERAL COUNSEL REPORTS THE FOLLOWING:**

- I. **Extend the rescission dates contained in the following Board Reports to October 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. 11-0323-EX4: Amend Board Report 09-0722-EX11: Amend Board Report 09-0128-EX3: Amend Board Report 08-0625-EX7: Amend Board Report 07-1024-EX13: Approve the Establishment of the Hope Institute Learning Academy and Entering into a School Management and Performance Agreement with the Hope School, and Illinois Not-for Profit Corporation and Approve Entering into a Professional Services Agreement with the Hope School for Low incidence Pilot Program.  
User Group: Office of New Schools  
Services: School Management Services  
Status: In negotiations
  2. 11-0824-EX12: Amend Board Report 11-0525-EX5: Amend Board Report 09-1123-EX18: Approve the Granting of a Charter and Entering into a Charter School Agreement with Urban Prep Academies Inc., an Illinois Not-For-Profit Corporation.  
User Group: Office of New School  
Services: Charter School  
Status: In negotiations
  3. 11-0824-EX13: Amend Board Report 11-0525-EX6: Amend Board Report 10-0428-EX5: Amend Board Report 09-1123-EX19: Approve the Granting of a Charter and Entering into a Charter School Agreement with Urban Prep Academies Inc., an Illinois Not-For-Profit Corporation.  
User Group: Office of New Schools  
Services: Charter School  
Status: In negotiations
  4. 11-0928-OP1: Reaffirm Board Report 11-0727-OP4: Authorize Entering into a Lease Agreement with the Chicago Park District for Gately Stadium.  
User Group: Office of Real Estate  
Services: Lease Agreement  
Status: In negotiations
  5. 11-1214-OP1: Amend Board Report 10-1215-OP1: Amend Board Report 10-0825-OP1: Approve Entering into an Intergovernmental Agreement to Exchange Land, an Amendment to the Lease Between the Public Building Commission and the Board, a Shared Use and Temporary License Agreement with the Chicago Park District Each in Connection with an Addition to the Edgebrook School.  
Services: Intergovernmental Agreement  
User Group: Real Estate  
Status: In negotiations
  6. 12-0425-EX5: Amend Board Report 09-1123-EX13: Approve the Granting of a Charter and Entering into a Charter School Agreement with Epic Academy, Inc. an Illinois Not-For-Profit Corporation.  
Services: Charter School  
User Group: Portfolio Office  
Status: In negotiations
  7. 13-0227-EX2: Approve the Renewal of the Charter School Agreement with Amandla Charter School.  
Services: Charter School  
User Group: Office of New Schools  
Status: In negotiations

8. 13-0227-EX3: Approve the Renewal of the Charter School Agreement with Architecture, Construction and Engineering Technical Charter School.  
Services: Charter School  
User Group: Office of New Schools  
Status: In negotiations
9. 13-0227-EX4: Approve the Renewal of the Charter School Agreement with Asian Human Services, Inc. (Asian Human Services-Passages Charter School).  
Services: Charter School  
User Group: Office of New Schools  
Status: In negotiations
10. 13-0227-EX6: Approve the Renewal of the Charter School Agreement with Betty Shabazz International Charter School and the Phase-Out of its DuSable Leadership Academy Campus.  
Services: Charter School  
User Group: Office of New Schools  
Status: In negotiations
11. 13-0227-EX8: Approve the Renewal of the Charter School Agreement with North Lawndale College Preparatory Charter High School.  
Services: Charter School  
User Group: Office of New Schools  
Status: In negotiations
12. 13-0227-EX11: Approve the Renewal of the Charter School Agreement with Young Women's Leadership Charter School.  
Services: Charter School  
User Group: Office of New Schools  
Status: In negotiations
13. 13-0227-EX12: Approve the Renewal of the School Management and Performance Agreement with American Quality Schools Corporation, an Illinois Not-For-Profit Corporation.  
Services: Charter School  
User Group: Office of New Schools  
Status: In negotiations
14. 13-0227-EX13: Approve the Renewal of the School Management and Performance Agreement with Community Services West, an Illinois Not-For-Profit Corporation.  
Services: Charter School  
User Group: Office of New Schools  
Status: In negotiations
15. 13-0424-EX5: Amend Board Report 11-1214-EX8: Amend Board Report 12-0328-OP6: Approve the Granting of a Charter and Entering into a Charter School Agreement and Ground Lease Amendment with Christopher House, Inc. an Illinois Not-For-Profit Corporation.  
Services: Charter School  
User Group: Office of Innovation and Incubation  
Status: In negotiations
16. 13-0424-EX6: Amend Board Report 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.  
Services: Charter School  
User Group: Office of Innovation and Incubation  
Status: In negotiations
17. 13-0424-EX7: Amend Board Report 12-0328-EX9: Amend Board Report 12-0125-EX3: Approve the Renewal of the Charter School Agreement with Academy of Communications and Technology Charter School/KIPP Chicago Schools.  
Services: Charter School  
User Group: Office of Innovation and Incubation  
Status: In negotiations
18. 13-0424-EX10: Amend Board Report 12-0828-EX3: Amend Board Report 12-0328-EX8: Amend Board Report 11-1214-EX5: Amend Board Report 11-0323-EX9: Approve the Renewal of the Charter School Agreement with Lawndale Educational and Regional Network (L.E.A.R.N.) Charter School, Inc.  
Services: Charter School  
User Group: Office of Innovation and Incubation  
Status: In negotiations

19. 13-0424-EX11: Amend Board Report 13-0227-EX5: Approve the Renewal of this Charter School Agreement with ASPIRA, Inc. of Illinois (ASPIRA Charter School) and the Phase-Out of its Mirta Ramirez High School Campus.  
 Services: Charter School  
 User Group: Office of Innovation and Incubation  
 Status: In negotiations
20. 13-0424-EX12: Amend Board Report 13-0227-EX7: Approve the Renewal of the Charter School Agreement with KIPP Chicago Schools (KIPP Ascend Charter School).  
 Services: Charter School  
 User Group: Office of Innovation and Incubation  
 Status: In negotiations
21. 13-0424-EX13: Amend Board Report 13-0227-EX9: Approve the Renewal of the Charter School Agreement with University of Chicago Charter School Corporation  
 Services: Charter School.  
 User Group: Office of Innovation and Incubation  
 Status: In negotiations
22. 13-0424-EX14: Amend Board Report 13-0227-EX10: Approve the Renewal of the charter School Agreement with UNO Charter School Network.  
 Services: Charter School  
 User Group: Office of Innovation and Incubation  
 Status: In negotiations
23. 13-0424-EX15: Approve the Granting of a Charter and Entering into a Charter School Agreement with Chicago Collegiate, Inc. and Illinois Not-For-Profit Corporation.  
 Services: Charter School  
 User Group: Office of Innovation and Incubation  
 Status: In negotiations
24. 13-0424-EX16: Approve the Granting of a Charter and Entering into a Charter School Agreement with Intrinsic Schools, an Illinois Not-For-Profit Corporation.  
 Services: Charter School  
 User Group: Office of Innovation and Incubation  
 Status: In negotiations
25. 13-0424-OP1: Approve Renewal of Lease Agreement with F.H. Paschen for Use of Space at 125 South Clark Street.  
 Services: Lease Agreement  
 User Group: Real Estate  
 Status: In negotiations  
 Additional Action: This matter was inadvertently omitted from the July 24, 2013 Rescission Board Report. The extension of the rescission date is ratified to take effect as of that date, thereby extending the rescission date to September 25, 2013.
26. 13-0522-EX2: Approve Entering into an Alternative Safe School Program Agreement with Camelot Schools.  
 Services: Alternative Safe School Program  
 User Group: Alternative Network  
 Status: In negotiations
27. 13-0522-PR4: Approve Entering into an Agreement with Canon Business Process Services, Inc. for Central Office Mail/Receiving Room Management Services  
 Services: Mail/Receiving Room Management Services  
 User Group: Facility Operations & Maintenance  
 Status: In negotiations
28. 13-0522-PR9: Approve Exercising the Second Option to Renew the Agreement with Dell Marketing, L.P., Dell Financial Services, Sentinel Technologies (CISCO), Inc. and VION Corporation (HITACHI) for the Purchase and/or Lease of Network Services.  
 Services: Purchase/Lease of Network Servers  
 User Group: Information & Technology Services  
 Status: In negotiations
29. 13-0626-PR43: Approve Entering into Agreements with Various Vendors for Student Transportation Services (School Bus Services)  
 Services: Student Transportation Services  
 User Group: Student Transportation  
 Status: 23 of 26 agreements have been executed; the remainder are in negotiations

**II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:**

1. 13-0522-EX97: Co-Locate Kwame Nkrumah Academy Charter School With Walter Q. Gresham Elementary School.  
 Purpose: Authorize co-location  
 Action: Rescind Board authority in full; charter operator identified another location.

2. 13-0626-PR52: Approve Entering into an Agreement with Towers Watson Pennsylvania Inc. for Compensation Consulting Services.

Services: Consulting Services

User Group: Talent Office

Action: Rescind Board authority in full.

3. 13-0724-EX11: Adopt Finding that Pupils Are Non-Residents of the City of Chicago Indebted to the Chicago Public Schools for Non-Resident Tuition

Action: Rescind Board authority in full.

4. 13-0724-OP3: Approve New lease Agreement with Kwame Nkrumah Academy Charter for Portion of Gresham Elementary, Located at 8524 South Green Street.

Services: Lease Agreement

User Group: Real Estate

Action: Rescind Board authority in full; charter operator identified another location.

**President Vitale thereupon declared Board Reports 13-0828-EX6 and 13-0828-AR1 accepted.**

#### **OMNIBUS**

**At the Regular Board Meeting held on August 28, 2013 the foregoing motions, reports and other actions set forth from number 13-0828-MO1 through 13-0828-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 13-0828-EX3, 13-0828-EX5, 13-0828-PR2, 13-0828-PR5, 13-0828-PR6, and 13-0828-PR14.**

**Board Member Dr. Bienen abstained on Board Reports 13-0828-EX3 and 13-0828-PR17.**

**Board Member Dr. Hines abstained on Board Reports 13-0828-EX4 and 13-0828-PR2.**

**Board Member Ms. Quazzo abstained on Board Reports 13-0828-EX4, 13-0828-PR2, 13-0828-PR5, and 13-0828-PR6.**

#### **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 Rescheduled Regular Board Meeting held on August 28, 2013 held at the Central Service Center 125 South Clark Street, Board Chamber, Chicago, Illinois, 60603.**

**Estela G. Beltran  
Secretary**

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