

APPROVE ENTERING INTO AN AGREEMENT WITH DEVRY UNIVERSITY FOR EDUCATIONAL SERVICES (COHORT 10, 11, 12, 13)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with DeVry University to provide educational services to DeVry Advantage Academy - Cohorts 10, 11, 12 and 13 at a total cost not to exceed \$3,420,000.00 (Cohort 10 - \$720,000.00, Cohort 11 - \$900,000.00, Cohort 12 - \$900,000.00 and Cohort 13- \$900,000.00). 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 : Knowles, Miss Demetra / 773-553-2280

VENDOR:

- 1) Vendor # 45930
DEVRY UNIVERSITY, INC
3300 N. CAMPBELL AVE.
CHICAGO, IL 60618
Candace Goodwin
773 697-2000

USER INFORMATION :

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

TERM:

The term of this agreement shall commence on July 1, 2013 and shall end June 30, 2018. This agreement shall have no option to renew.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

DeVry University, through its Advantage Academy Program for Cohorts 10, 11, 12 and 13, shall provide academic and technical courses to enable qualifying CPS juniors and seniors to concurrently earn dual credits at both the high school and college levels. Students who complete the program shall earn a high school diploma and an Associate of Applied Science Degree either in Network Systems Administration (NSA) or Web Graphic Design.

DELIVERABLES:

DeVry University shall (i) provide academic and technical courses, textbooks and instructional materials; (ii) coordinate and provide recruitment activities; (iii) administer college-required placement testing at DeVry's expense; and (iv) provide campus support services.

OUTCOMES:

The DeVry University Advantage Academy Program shall achieve the following: increase the number of high school graduates; increase the number of graduates attending post-secondary education programs; increase the number of students attaining a college degree; and reduce the financial barriers for qualified CPS students to attend college.

COMPENSATION:

DeVry shall submit invoices bi-annually on a per student basis at rates which reflect the tuition discount and course drop discount as set out in the agreement. Total compensation to DeVry shall not exceed the sum of \$3,420,000.00.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The MBE/WBE goals for this contract include: 25% total MBE and 5% total WBE participation. However, 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 a Not-for-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Cohort 10: Fund 115, Unit 46521, DeVry University Advantage Academy, \$720,000 (FY14: \$360,000, FY15: \$360,000)

Cohort 11: Fund 115, Unit 46521, DeVry University Advantage Academy, \$900,000 (FY15: 450,000, FY16: \$450,000)

Cohort 12: Fund 115, Unit 46521, DeVry University Advantage Academy, \$900,000 (FY16: 450,000, FY17: \$450,000)

Cohort 13: Fund 115, Unit 46521, DeVry University Advantage Academy, \$900,000 (FY17: 450,000, FY18: \$450,000)

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).

Approved for Consideration:



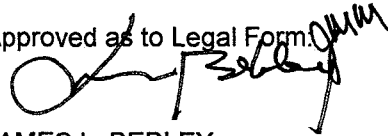
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY
General Counsel