

May 23, 2001

**RATIFY ENTERING INTO AN AGREEMENT WITH LOYOLA UNIVERSITY OF CHICAGO  
FOR A MASTERS PROGRAM IN SCHOOL PSYCHOLOGY FOR BILINGUAL TEACHERS**

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

Ratify entering into an agreement with Loyola University of Chicago for a special, 4-year masters program in School Psychology for Bilingual Teachers at a cost not to exceed \$194,616.00 for the initial term. The program will begin without prior Board approval. Loyola was selected on a non-competitive basis because it is able to design a program specifically for bilingual teachers to complete a Masters Program in Bilingual School Psychology within a 4-year period and it will give the Board a 20% discount for tuition and will accept up to 30 hours of the participants' prior graduate level course work. A written agreement for this program is required to secure special tuition rates and enrollment restrictions. No payment shall be made to Loyola prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**VENDOR:** Loyola University of Chicago  
1041 Ridge Rd.  
Wilmette, Illinois 60091  
847-853-3318  
Dr. David Prasse  
Vendor # 42734

**USER:** Office of Specialized Services  
125 S. Clark St., 8<sup>th</sup> Floor  
Chicago, Illinois 60603  
Dr. Lillian Gonzalez  
773-553-3373

**TERM:** The initial term of this agreement shall commence on May 1, 2001 and shall end on April 30, 2002. This agreement shall have three options to renew for periods of 12 months each. During the first renewal period (May 1, 2002 through April 30, 2003) the total costs will not exceed \$200,454.00. During the second renewal period (May 1, 2003 through April 30, 2004) the total costs will not exceed \$214,215.00, and during the third renewal period (May 1, 2004 through April 30, 2005) the total costs will not exceed \$106,330.00.

**EARLY TERMINATION RIGHT:** Either party may terminate this agreement by giving the other party written notice 45 days prior to the end of any academic session.

**SERVICES:** Loyola will provide Board approved Masters level courses at special tuition rates and restrict admission to Board referred employees who satisfy Loyola's admissions criteria.

**DELIVERABLES:** Loyola will provide graduate level courses for approximately 25 CPS participants.

**COMPENSATION:** Throughout the initial term and any renewal term, Loyola will give the Board a 20% discount for all graduate level courses provided under this agreement. For the two, Summer '01 Sessions, Loyola will provide courses at a cost not to exceed \$424.00 per credit hour. Because Loyola typically increases tuition by 3-4% each August, it is estimated that the per credit hour cost of the courses being offered for the Fall '01 and Spring '02 Sessions will be \$436.72 per credit hour. During the initial term of the agreement, total costs will not exceed \$194,616.00.

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

**AFFIRMATIVE ACTION:** Pursuant to Section 3.7 of the M/WBE Plan, this contract is exempt from review under the M/WBE Plan due to the fact that tuition payments are an excluded transaction under the M/WBE Plan.

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

**FINANCIAL:** Charge to Specialized Services: \$194,616.00                      Fiscal Year: FY2001  
Budget Classification: 0966-220-481-1607-5560 (FY01)                      Source of Funds: IDEA Flow Through  
Requisition Number: [#]

**GENERAL CONDITIONS:**

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

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

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.


Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

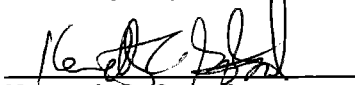
**Approved for Consideration:**

  
Natalye Paquin  
Chief Purchasing Officer

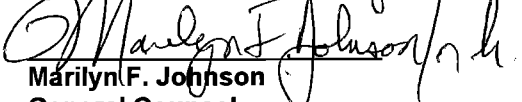
**Approved:**

  
Paul G. Vallas  
Chief Executive Officer

**Within Appropriation:**

  
Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to legal form:**

  
Marilyn F. Johnson  
General Counsel