

January 23, 2002

**AUTHORIZATION TO RETAIN THE SERVICES OF M. BEATRIZ ARIAS, PH. D., TO CONDUCT A HISTORICAL REVIEW OF THE DISTRICT'S BILINGUAL EDUCATION PROGRAM AND OFFER AN EXPERT OPINION OF COMPLIANCE UNDER THE DESEGREGATION CONSENT DECREE**

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

Retention of the expert services of M. Beatriz Arias, Ph.D.

**DESCRIPTION:** The Board authorized a focused analysis of the district's progress in achieving the goals of the federal desegregation consent decree to which it has been subject since 1980. To that end, the law department seeks to retain several individuals to serve as experts in various education-related disciplines. Those individuals will collect and examine the available data relevant to specific programs goals under the decree, including student and faculty assignments; discipline issues; funding obligations; compensatory education programs; bilingual education programs; transportation; and facility maintenance and construction. Following the experts' review, we anticipate that each will generate a summary report assessing historical achievements and, correspondingly, identifying and making recommendations with respect to any areas wherein we need improvement. The Board will then use that information to coordinate a viable future plan of action regarding the consent decree.

M. Beatriz Arias, Ph.D. comes highly recommended as a nationally respected expert in the bilingual education area. As her attached curriculum vitae reveals, she is an associate professor at Arizona State University, College of Education. She served as the director of the Arizona State Center for Bilingual/Bicultural Education and Research from 1989-1996. Well published in the bilingual education area, Dr. Arias has led the work under numerous federal and state grants relative to the improvement of bilingual education resources. She has received numerous fellowships and honors in the bilingual area and has provided expert/consultant services in a number of public school desegregation cases across the nation, including Texas (2000-01), Arizona (1997), San Jose, California (1986-2000), Oakland, California (1984-85), Denver Colorado (1981-84), **Chicago, Illinois (1980)**, Los Angeles California (1978-80), and Santa Barbara California (1979).

With respect to the present project, Dr. Arias will conduct a detailed, school-by-school assessment of our bilingual education program. In addition to reviewing the multitude of bilingual materials maintained by the district, Dr. Arias will interview bilingual education administrators and staff to gain further insight into the district's program. She also will conduct on-site visits to district schools which have historically significant bilingual student populations. Dr. Arias ultimately will provide detailed analyses and opinions on the issue of the district's compliance with the consent decree bilingual program goals, presently and historically, and offer recommendations for the future. We expect that a draft report will issue in April of 2002.

As detailed in attached prospectus prepared by Dr. Arias, the projected cost for her complete services will approximate \$25,000. That cost estimate break down to an estimated consultant time of 18-20 days' work at an hourly rate of \$125.00. Dr. Arias will be paid in two installments — one on February 28, 2002 and the second on April 5, 2002. The General Counsel requested that she submit hourly billing statements to the law department on a monthly basis.

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

**AFFIRMATIVE ACTION STATUS:** Not applicable.

**FINANCIAL:** Charge \$25,000.00 to Law Department - Legal and Supportive Services - Professional Services; Budget Classification Fiscal Year 2002 ..... 0014-210-000-1011-5410

**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.

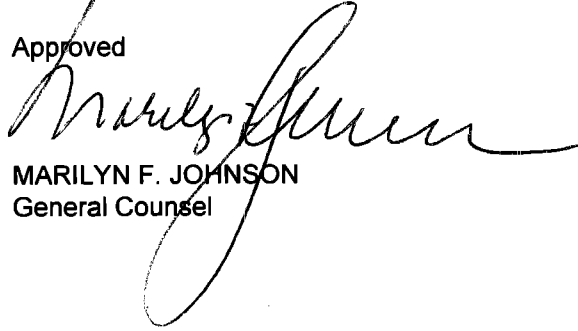
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness - The Board's Indebtedness Policy adopted July 26, 1995, (95-0726-EX3), as amended from time to time, is hereby 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, 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).

Approved



MARILYN F. JOHNSON  
General Counsel

Within Appropriation:



KENNETH C. GOTSCH  
Chief Fiscal Officer