

**APPROVE ENTERING INTO AN AGREEMENT WITH DEVRY UNIVERSITY
FOR EDUCATIONAL SERVICES (Cohort 6)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with DeVry University to provide educational services to the Office of High Schools and High School Programs for the Advantage Academy Program - Cohort 6, at a cost not to exceed \$2,436,500 in the aggregate. Consultant was selected on a non-competitive basis because of their outstanding performance in the College Excel Program, and because their Advantage Academy Programs for Chicago Public Schools Cohorts 1, 2, 3, 4 and 5 have been successful. A written agreement for Advantage Academy Program - Cohort 6 is currently being negotiated. No services shall be provided and no payment shall be made to DeVry 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. The authority granted herein is contingent upon the execution of a coterminous license agreement ("License Agreement") between the parties for office and classroom space to be provided by DeVry University for the Advantage Academy Programs. A Chief Operating Officer (COO) Report will be generated regarding the License Agreement terms. Information pertinent to the educational services agreement for Advantage Academy Program - Cohort 6 is stated below.

CONSULTANT: DeVry University
3300 North Campbell
Chicago, IL 60618
Contact: President, Chicago Campus
Phone: 773-929-8500
Vendor #: 45930

USER: Office of High Schools and High School Programs
Department of College and Career Preparation
125 South Clark Street, 12th Floor
Chicago, IL 60603
Contact: Jerusha Rodgers, Acting Officer
Phone: 773-553-2460

TERM: The term of the agreement for Advantage Academy Program - Cohort 6 shall commence the July 1, 2009 and shall end June 30, 2011. There are no options to renew.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate the agreement for convenience upon 60 days prior written notice; and it shall have the right to terminate the agreement when the License Agreement terminates, if the License Agreement does not continue until June 30, 2011.

PROGRAM DESCRIPTION: DeVry University, through its Advantage Academy Program for Cohort 6 (Program), 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 .

SCOPE OF SERVICES: DeVry University shall provide academic and technical courses for up to 280 CPS juniors and seniors during the 2009-2011 school years at a discounted rate as specified in the agreement; and it shall waive all registration, application and enrollment fees.

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; (iv) provide campus support services; and (v) provide lunch to all approved students in the Program.

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 Payment to DeVry shall not exceed the sum of \$2,436,500 in the aggregate for the two-year term.

REIMBURSABLE EXPENSES: DeVry shall be reimbursed for those expenses specifically identified in the agreement. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

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

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Remedial Program for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), M/WBE requirements do not apply to Universities.

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

FINANCIAL: Charge to: Office of High Schools and High School Programs	Total \$2,436,500.00
Fiscal Year: 2009-2010	\$1,116,625.00
Fiscal Year: <u>2010-2011</u>	\$1,319,875.00
Budget Classification: 11320-115-53405-212023-000000	Source of Funds: General

GENERAL CONDITIONS:

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


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

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

Ethics – The Board’s Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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

Approved for Consideration:



 Opal L. Walls
 Chief Purchasing Officer

Approved:



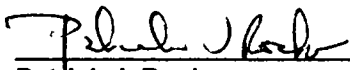
 Ron Huberman
 Chief Executive Officer

Within Appropriation:



 Pedro Martinez
 Chief Financial Officer

Approved as to legal form: *GH*



 Patrick J. Rocks
 General Counsel *B*