

May 25, 2011

**APPROVE ENTERING INTO AN AGREEMENT WITH DEVRY UNIVERSITY FOR EDUCATIONAL SERVICES (COHORT 8)**

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

Approve entering into an agreement with DeVry University to provide educational services to the Office of College and Career Preparation for the Advantage Academy Program (Cohort 8), at a cost not to exceed \$240,000 in the aggregate. Consultant was selected on due to their outstanding performance in the College Excel Program, and because their Advantage Academy Programs for Chicago Public Schools Cohorts 1, 2, 3, 4, 5, 6 and 7 have been successful. A written agreement for Advantage Academy Program - Cohort 8 is currently being negotiated. No services shall be provided by Consultant 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 this agreement is stated below.

**VENDOR:**

- 1) Vendor # 45930  
DEVRY UNIVERSITY, INC  
3300 N. CAMPBELL AVE.  
CHICAGO, IL 60618  
Candace Goodwin  
773-929-8500

**USER INFORMATION:**

Contact: 13725 - Office of College and Career Preparation  
  
125 S Clark Street  
  
Chicago, IL 60603  
  
Rudden, Ms. Eileen  
  
773-553-2108

Project  
Manager: 11010 - Office of Human Capital  
  
125 S Clark St - 2nd Floor  
  
Chicago, IL 60603  
  
Fields, Ms. Kirstyn E  
  
773-553-1070

**TERM**

The term of this agreement shall commence on July 1, 2011 and shall end June 30, 2013. There are no options to renew.

**EARLY TERMINATION RIGHT**

The Board shall have the right to terminate this agreement with 60 days written notice; and it shall have the right to terminate this agreement upon expiration or termination of the License Agreement, or if the License Agreement does not continue until June 30, 2013.

**SCOPE OF SERVICES**

DeVry University, through its Advantage Academy Program for Cohort 8, 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; (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 compensation to DeVry shall not exceed the sum of \$240,000 in the aggregate for the two-year term.

**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 Officer of College and Career Preparation to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION**

Pursuant to Section 5.2.3 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, tuition payments to other educational institutions where the District exercises no significant procurement discretion are exempt from MBE/WBE review.

**LSC REVIEW**

Local School Council approval is not applicable to this report

**FINANCIAL:**

Charge to College and Career Preparation: Total \$240,000

Fiscal Year: 2011-2012 \$120,000

Fiscal Year: 2012-2013 \$120,000

Budget Classification: 13727-115-53405-212023-000000 Source of Funds: General

13727-115-53405-212023-000000-2012 \$120,000.00

13727-115-53405-212023-000000-2013 \$120,000.00

**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 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:

  
CHARLES PAYNE  
Chief Education Officer

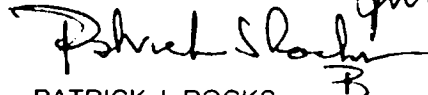
Approved for Consideration:

  
TERRY MAZANY  
Chief Executive Officer

Within Appropriation:

  
DIANA S. FERGUSON  
Chief Financial Officer

Approved as to Legal Form:

  
PATRICK J. ROCKS  
General Counsel