APPROVE ENTERING INTO AN AGREEMENT WITH DOMINICAN UNIVERSITY FOR A MASTERS PROGRAM IN SPECIAL EDUCATION FOR BILINGUAL TEACHERS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Dominican University for a Masters Program in Special Education for Bilingual Teachers for the Office of Specialized Services at a cost not to exceed \$151,200.00 for the initial term. The University was selected on a non-competitive basis because of its course offerings and because it is offering a 15% discounted tuition rate. A written agreement for this program is currently being negotiated. No payment shall be made to Dominican University 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.

Specifications No.: 01-250058

VENDOR: Dominican University

7900 W. Division

River Forest, Illinois 60305 Contact Person: Therese Hogan

Tel. No.: 708-524-6920 Vendor #45322

USER: Office of Specialized Services

125 S. Clark St.- 8th floor Chicago, Illinois 60603

Contact person: Dr. Lillian Gonzalez

Tel. No.: 773-553-3381

TERM: The term of this agreement shall commence July 1, 2001 and shall end June 30, 2002. This agreement shall have one option to renew for a period of one year, at a cost of approximately 127,500.00.

EARLY TERMINATION RIGHT: 60 days notice by either party

SCOPE OF SERVICES: Dominican University will offer graduate courses leading to a Master Degree in Special Education to twenty-five bilingual and bicultural individuals holding a Transitional Bilingual Provisional Certificate. These bilingual teachers will be staffed into vacant special education positions in the Chicago Public Schools.

DELIVERABLES:

Dominican University will offer a core curriculum restricted to program participants consisting of 3 credit hour courses at a cost to the Chicago Board of Education of \$286.00 per credit hour. The program participants will pay 15% of the discounted tuition. The courses will be offered in the following terms:

Summer II 2001 (beginning of July 2001- mid August 2001) Fall 2001 (end of August through mid December 2001) Spring 2002 (beginning of January through mid May 2002) Summer I 2002 (mid May through June 28, 2002)

OUTCOMES: Twenty-five qualified bilingual – bicultural individuals will take classes leading to a Masters Degree in special education. These participants will be staffed into special education positions in the Chicago Public Schools and will sign an agreement with the Board that while completing their Masters Degrees, they will work in special education positions in the Chicago Public Schools and remain working in such positions for at least four years. If they fail to fulfill this teaching obligation or if they fail to complete their Masters Degrees within three years, they will repay the Board tuition costs made on their behalf under the Program.

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 3.7.3 of the M/WBE Plan, this contract is exempt under the M/WBE Plan due to the fact that tuition payments are an excluded transaction not subject to review under the M/WBE Plan.

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

FINANCIAL: Charge to Office of Specialized Services \$151,200.00

Budget Classification: 0966-220-481-1607-5560

Fiscal Year: FY 2002 Source of Funds: 220 IDEA Flow through

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:

Paul G. Vallas

Chief Executive Officer

Approved for Consideration:

Vatalve Paguin **Chief Purchasing Officer**

Kenneth C. Gotsch **Chief Fiscal Officer**

Within Appropriation

Approved as to legal form

General Counsel