

**RATIFY AN AGREEMENT WITH LOYOLA UNIVERSITY OF CHICAGO FOR COMMUNITY-BASED
FEDERAL WORK STUDY PROGRAM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify an agreement with Loyola University of Chicago to permit the Office of High Schools and High School Programs and certain elementary schools to provide temporary or miscellaneous employment for Loyola University students who are eligible to participate in the Federal Work-Study Program, 42 U.S.C. §2751-2756b, under the criteria established by the Higher Education Act of 1965, Pub. L. 89-329, as amended. The university students will be performing work which is of direct service to the community in which the Chicago Public Schools serves such as participating in family literacy programs or tutoring elementary students in reading and mathematics. The university shall reimburse the Board for the full salary, social security and workers' compensation benefits and related expenses that the Board pays to the university students during the term of their respective employment. A written agreement with the university for the Federal Work-Study Program is currently being negotiated. 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
Center for Experiential Learning
Lake Shore Campus, Sullivan Center
6525 North Sheridan Road
Chicago, IL 60626
Patrick Green
773-508-3945
Vendor #14852

USER: Office of High Schools and High School Programs
Department of College and Career Preparation
125 South Clark Street, 12th Floor
Chicago, Illinois 60603
David G. Gilligan
773-553-3420

TERM: The term of this agreement shall commence on July 1, 2008 and shall end June 30, 2009, with the Board having one (1) option to renew for a 1-year period. The term of employment for each university student will be set forth in a written document such as an addendum to the agreement or a term sheet. No temporary or miscellaneous employment for the university students shall extend beyond the term of the agreement with the university.

SCOPE OF DUTIES: Pursuant to the Higher Education Act of 1965, Pub. L. 89-329, each university student who is employed temporarily by the various departments and schools at Chicago Public Schools under Federal Work-Study Program, 42 U.S.C. §2751-2756b, shall work in various areas that are of direct service to the community that CPS serves, e.g., participating in family literacy programs or tutoring elementary students at CPS in reading and mathematics.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions, including any indemnities to be provided to the university, in the written agreement. Authorize the President and Secretary to execute the written agreement. Authorize the Chief Education Officer to execute the addenda, term sheets, and all other ancillary documents required to administer or effectuate the written agreement.

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts, M/WBE provisions do not apply to universities. This agreement is exempt from compliance review.

LSC REVIEW: Not applicable.

FINANCIAL: Compensation for each university student participating under the Federal Work Study Program shall not exceed \$20,000 during the term of the agreement. The Board will pay the salary, social security and workers' compensation benefits and related expenses of the university students and the university will reimburse the Board for these expenditures out of the Federal Work Study funds after receiving the Board's monthly invoices. If the university student will be working in regular community service areas, the Board shall be reimbursed for 75 percent of the expenditures paid. If the university students will be working in community service areas engaged as math or reading tutors for elementary students or participating in family literacy programs, the Board shall be reimbursed for 100 percent of the expenditures paid.

Fiscal Year: 2009

Budget Classification: 13727-115-52140-212029-000000

Source of Funds: General Education

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.

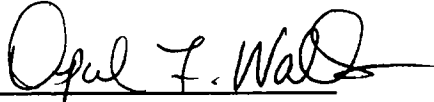
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one- year period following expiration or other termination of their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



Arne Duncan
Chief Executive Officer

Within Appropriation:



Pedro Martinez
Chief Financial Officer

Approved as to legal form:



Patrick J. Rocks
General Counsel