

**APPROVE ENTERING INTO AN AGREEMENT WITH VICTOR PICHARDO  
FOR CONSULTANT SERVICES**

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

Approve entering into an agreement with Victor Pichardo to provide consulting services to the Benito Juarez High School at a cost not to exceed \$14,785. Consultant was selected on a non-competitive basis based upon his past performances as a specialized music consultant with the Benito Juarez High School Mariachi Group for the 2000-2001 school year. A written agreement for Consultant's services is currently being negotiated. Consultant shall provide no services and no payment shall be made to Consultant 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 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**Specification No:** 00-250803

**CONSULTANT:** Victor Pichardo  
6 Lemoyne Parkway  
Oak Park, IL 60302  
(708) 848-1081  
Vendor No: 91368

**USER:** Benito Juarez High School  
2150 South Laflin Street, Chicago, IL 60608  
Leonard Dominguez, Principal  
Hazel B. Steward, Region Educational Officer  
(773) 534-7030

**TERM:** The term of this agreement shall commence on the date the agreement is the signed and shall end on June 30, 2001.

**EARLY TERMINATION RIGHT:** This agreement may be terminated by either party with 30 days written notice.

**SCOPE OF SERVICES:** Consultant shall provide instructional services for the Mariachi Group to students in grade 9-12 of Benito Juarez High School. Consultant will make all necessary arrangements for the purchase of music, recordings and costumes.

**DELIVERABLES:** Consultant will provide a list of all students who participate in the Mariachi Group to the Principal on a weekly basis and will provide at least 3 performances.

**OUTCOMES:** The number of students participating in the Mariachi Group shall not fall below 10. In addition, consultant shall make any necessary arrangements for the purchase of music, recordings, and costumes.

**COMPENSATION:** Consultant shall be paid as follows: An hourly rate of \$50.00 not to exceed the sum of \$14,785.

**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 REO from Region Three to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** M/WBE participation for Independent Contractors is determined on an aggregated basis and reported in the M/WBE Monthly Report. M/WBE participation: 0% Black, 100% Hispanic, 0% Asian, 0% WBE and 0% Non-Minority.

**LSC REVIEW:** This action was approved by the LSC for Benito Juarez High School on October 18, 2000.

**FINANCIAL:** Charge to Benito Juarez High School: \$14,785      Fiscal Year: 2000  
Budget Classification: 1890-242-227-7653-5410      Source of Funds: IASA Fund 242

**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).

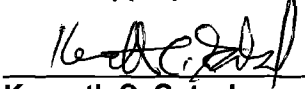
**Approved for Consideration:**

  
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**Natalye Paquin**  
Chief Purchasing Officer

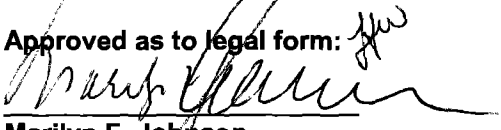
**Approved:**

  
\_\_\_\_\_  
**Paul G. Vallas**  
Chief Executive Officer

**Within Appropriation:**

  
\_\_\_\_\_  
**Kenneth C. Gotsch**  
Chief Fiscal Officer

**Approved as to legal form:**

  
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**Marilyn F. Johnson**  
General Counsel