

**APPROVE ENTERING INTO AGREEMENTS WITH MARIA FRAGA AND RICARDO RIVERA FOR  
INVESTIGATIVE SERVICES**

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

Approve entering into agreements with Maria Fraga and Ricardo Rivera to provide investigative services to the Office of Schools and Regions at a cost not to exceed \$41,600.00 in the aggregate. Investigators were selected on a non-competitive basis because of their unique experience as law enforcement officers and their ability to provide quality investigative services. These consultants have provided investigative services to the Chicago Public Schools for the past six years. A written agreement for each investigator is currently being negotiated. No payment shall be made to either investigator prior to the execution of such investigator's written agreement. The authority granted herein shall automatically rescind as to each investigator in the event a written document is not executed by such investigator within 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specifications No.: 01-250104

**INVESTIGATORS: 1. Maria Fraga**

c/o Dept of Investigations, 125 S. Clark Street  
Chicago, IL 60603  
Tel. No. (773) 553-2120  
Vendor #83554

**2. Ricardo Rivera**

c/o Dept of Investigations, 125 S. Clark Street  
Chicago, IL 60603  
Phone (773) 553-2120  
Vendor # 92886

**USER: Office of Schools and Regions**  
125 S. Clark Street  
Contact person: Thomas J. Sherry  
Tel. No.: (773) 553-2120

**TERM:** The term of each agreement shall commence on July 1, 2001 and shall end June 30, 2002

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate either agreement with 30 days written notice.

**SCOPE OF SERVICES:** Each investigator will investigate allegations of child abuse by Board employees and allegations of test cheating by students. In addition, each investigator will supply litigation support to the Law Department. The investigators are off-duty Chicago police officers and will supplement the Board's full time investigative staff.

**DELIVERABLES:** Each investigator will provide completed reports to of the Director of Investigations on all investigations assigned to them by the Department of Investigations.

**OUTCOMES:** These services will result in the Board receiving necessary information in a timely manner regarding allegations against Board employees allowing the Board to render decisions in an expeditious manner.

**COMPENSATION:** Each investigator shall be paid as follows: the hourly rate of \$20.00 not to exceed the annual sum of \$20,800; with the total compensation for both investigators not to exceed \$41,600.00.

**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.

**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.

**LSC REVIEW:** Not applicable

**FINANCIAL:** Charge to Office of Schools and Regions: \$41,600.00      Fiscal Year: 2001-2002  
Budget Classification: 0953-210-000-7440-5210      Source of Funds: General Educational  
Requisition Number: [#]

**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 member 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).

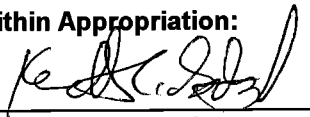
**Approved for Consideration:**

  
Natalye Paquin  
Chief Purchasing Officer

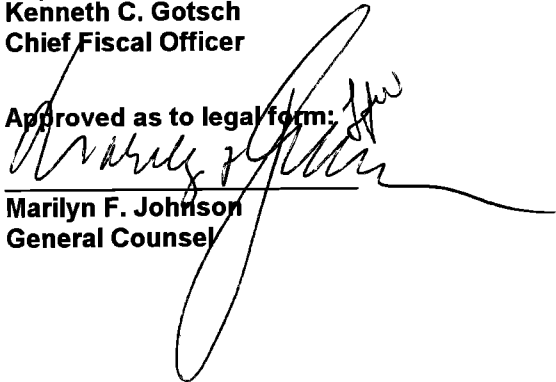
**Approved:**

  
Paul G. Vallas  
Chief Executive Officer

**Within Appropriation:**

  
Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to legal form:**

  
Marilyn F. Johnson  
General Counsel