

RATIFY AN AGREEMENT WITH MCGEE COURT REPORTING SERVICES**THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:**

Ratify an agreement with McGee Court Reporting Services to provide court-reporting services to the Law Department at a cost not to exceed \$20,000. Due to the simultaneous use of this vendor on multiple legal matters, the services were obtained without prior Board approval. This consultant was selected on a non-competitive basis because of the high quality of its court reporting services. A written agreement for consultant's services is currently being negotiated. No payment shall be made to consultant prior to the execution of the agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 60 days of the date of this Board Report. Information pertinent to this document is stated below.

CONSULTANT: McGee Court Reporting Services
Suite 770
166 W. Washington Street
Chicago, IL. 60602
(312) 263-2881
Contact: Izetta White-McGee, CSR
Vendor #15905

USER: Law Department
125 S Clark Street, Suite 700
Chicago, IL. 60603
Marilyn F. Johnson
(773) 553-1700

TERM: The term of this agreement shall commence on July 1, 2000 and shall end June 30, 2001. This agreement shall have two (2) options to renew for periods of twelve (12) months each.

SCOPE OF SERVICES: The vendor shall provide court-reporting services to accurately record verbal testimony given at depositions, hearings, arbitrations, and public hearings. The vendor's services shall be evaluated based upon: (1) availability to render services on short notice; (2) timeliness of court reporters at the hearings; and (3) timeliness and accuracy of transcript preparation. The vendor will be contacted directly by the Law Department for services required and a purchase order will be issued in connection therewith.

DELIVERABLES: A copy of the transcript will be delivered upon request by the Board.

OUTCOMES: The services of this vendor shall result in accurate recording of verbal testimony.

COMPENSATION: The vendor shall be paid an hourly rate and per page rate as indicated in the schedule attached to the agreement at a cost not to exceed \$20,000 annually.

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: Actual M/WBE participation pursuant to this agreement cannot be determined at this time. M/WBE participation will be evidenced via standard monitoring procedures.

LSC REVIEW: Local school council approval is not applicable to this report.

FINANCIAL: Charge to Law Department: \$20,000 Fiscal Year: 2001
Budget Classification: 0014-210-000-1011-5410
Source of Funds: General Fund

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:



**Marilyn F. Johnson
General Counsel**

Within Appropriation:



**Kenneth C. Gotsch
Chief Fiscal Officer**