## RATIFY AN AGREEMENT WITH CARTER REPORTING SERVICE, LTD. FOR COURT REPORTING SERVICES

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify an agreement with Carter Reporting Service, Ltd. for court reporting services for the Department of Specialized Services Level I Due Process Hearings at a cost not to exceed \$46,864.70. Vendor's services were obtained without prior Board approval. Vendor was selected on a non-competitive basis because they provide prompt service and are willing to travel to any CPS school in the city when their services are requested. The Department of Specialized Services has used vendor's services since 1994. A written agreement for vendor's services is currently being negotiated. No payment shall be made to vendor 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 day of the Board Report. Information pertinent to this agreement is stated below.

Specifications No.:

01-250026

**VENDOR:** 

Carter Reporting Service, Ltd. Certified Court Reporters 30 North LaSalle Street Chicago, IL 60602

Contact: Julius R. Carter, President

312 332-2584 Vendor #33102

USER:

**Department of Specialized Services** 

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

Contact Person: Jay R. Kraning-Supervisor, Due Process and Mediation

Phone#: 773 553-1905

TERM: The term of this agreement shall commence November 1, 2000 and shall end October 31, 2001.

**SCOPE OF SERVICES**: As part of the records necessary for Level I Special Education Due Process Hearing orders, the Carter Reporting Service will provide services of a duly qualified court reporter to accurately record verbal testimonies given at due process hearings for students with disabilities.

**DELIVERABLES:** A copy of the transcript of each due process hearing will be delivered upon request by the Department of Specialized Services.

**OUTCOMES:** Vendor's services will result in the Department of Specialized Services having accurate records of verbal testimony given at due process hearings.

**COMPENSATION:** Cater Reporting Service shall be paid as follows: Professional services-\$50.00 per hour: Transcripts-\$5.80 per page, not to exceed, in the aggregate, \$46,864.70.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and the Secretary to execute the agreement.

**AFFIRMATIVE ACTION:** Vendor agrees to comply with and be bound by the provisions of the Revised Remedial Plan for Minority and Women Business Enterprise Economic Participation (MWBE Plan

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

FINANCIAL:

Charge to Department of Specialized Services: \$46,864.70

Fiscal Year: 2001

Budget Classification: 0450-220-481-1601-5410

Funds: 220 IDEA Part B, 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 Board 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:

Chief Purchasing Office

With Appropriation:

Kenneth C. Gotsch **Chief Financial Officer**  Approved:

Paul G. Vallas

**Chief Executive Officer** 

Approxed as to legal for

Marilyn F. Johnson

General Counsel