

**APPROVE AGREEMENTS WITH IT'S YOUR SERVE, INC. AND BARRISTER INVESTIGATIONS AND FILING SERVICE, INC. FOR LEGAL PROCESS SERVICES**

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

Approve agreements with It's Your Serve Inc, and Barrister Investigations and Filing Services, Inc. to provide legal process services to Talent Office at an aggregate total cost not to exceed \$100,000.00. Vendors were selected on a competitive basis pursuant to Board Rule 7-2 and approved by 11-1109-CPOR-1491. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Contract Administrator : Walls, Miss Opal Lynette / 773-553-2280  
CPOR Number : 11-1109-CPOR-1491

**VENDOR:**

- 1) Vendor # 99898  
IT'S YOUR SERVE  
134 NORTH LASALLE., #750  
CHICAGO, IL 60602  
Kelly Ann Kienzie  
312 855-0303
  
- 2) Vendor # 96127  
BARRISTER INVESTIGATIONS + FILING  
SERVICE, INC  
610 MARYKNOLL DRIVE  
LOCKPORT, IL 60441  
Andrew Zylstra  
815 306-3310

**USER INFORMATION :**

Contact:  
11010 - Office of Human Capital  
  
125 S Clark St - 2nd Floor  
  
Chicago, IL 60603  
  
Colston, Miss Cheryl Janette  
  
773-553-1070

**TERM:**

The term of each agreement shall commence on February 1, 2012 and shall end January 31, 2013. The agreements shall have one (1) option to renew for a period of 12 months.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

**SCOPE OF SERVICES:**

Vendors will provide personal hand delivery services of documents (within 24 to 48 hours) to Chicago Public School employees who have pending and/or confirmed allegations of misconduct, including notifications of discipline decisions, instructions, and procedures; and legal documents such as summonses, complaints, subpoenas, writs and other court documents to be delivered as directed.

**DELIVERABLES:**

Vendors shall deliver all proof of notifications for each employee who must be notified timely of pending disciplinary actions, including pending discipline hearings, suspensions without pay, terminations, A.W.O.L (Absent Without Leave) status, summonses, complaints, subpoenas, writs etc. to the Board's Project Manager, or her designee.

**OUTCOMES:**

Vendors' services will result in the Board having proof of notifications for each employee who must be notified timely of pending disciplinary actions, including pending discipline hearings, suspensions without pay, terminations, A.W.O.L. (Absent Without Leave) status, summonses, complaints, subpoenas, writs etc.

**COMPENSATION:**

Vendors' shall be paid in accordance with the pricing set forth in their respective written agreement; total compensation payable to both vendors not to exceed the sum of \$100,000.00 in the aggregate.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Talent Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

The M/WBE goals for this agreement include 30% MBE and 7% WBE participation, however the Office of Business Diversity recommends granting a partial waiver for the MBE goal, due to the scope of services being not further divisible pursuant to the Remedial Program for Goods and Services.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Talent Office \$100,000.00  
Fiscal Year 2012

11070-115-54125-231601-000000-2012 \$100,000.00

**CFDA#:** Not Applicable

**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 May 25, 2011 (11-0525-PO2), 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).

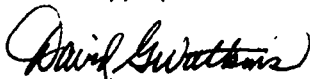
Approved for Consideration:

  
OPAL L. WALLS  
Chief Purchasing Officer

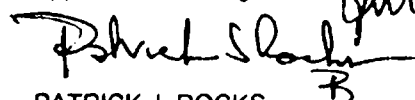
Approved:

  
JEAN-CLAUDE BRIZARD  
Chief Executive Officer

Within Appropriation:

  
DAVID G. WATKINS  
Chief Financial Officer

Approved as to Legal Form:

  
PATRICK J. ROCKS  
General Counsel