

June 27, 2001

**APPROVE EXERCISING THE OPTION TO RENEW EXISTING AGREEMENTS
WITH TOOMEY REPORTING, DIANE-CAROLE REPORTING, ESQUIRE DEPOSITION SERVICES,
MCGEE COURT REPORTING SERVICES AND MCCORKLE COURT REPORTERS**

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew existing agreements with Toomey Reporting, Diane-Carole Reporting, Esquire Deposition Services, McGee Court Reporting Services and McCorkle Court Reporters to provide court reporting services to the Law Department at a cost for the renewal period not to exceed \$80,000 in the aggregate. A written document exercising the renewal option is currently being negotiated for each vendor. No payments shall be made to these vendors during the option period prior to the execution of the written renewal agreements. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 60 days of the date of this Board Report. Information pertinent to these renewal agreements is stated below.

VENDORS:

1. **Toomey Reporting**
188 West Randolph Street, Suite 2101
Chicago, Illinois 60601
(312) 853-0648
Contact: Sandy Toomey
Vendor #31922

2. **Diane-Carole Reporting**
200 North Dearborn, Suite 4106
Chicago, Illinois 60601
(312) 346-1626
Contact: Diane Dorward
Carole Bartkowicz
Vendor #29335

3. **Esquire Deposition Services**
155 North Wacker Drive, 10th Floor
Chicago, Illinois 60606
(312) 782-8087
Contact: Melanie Jakus
Vendor #29012

4. **McCorkle Court Reporters, Inc.**
200 North LaSalle Street, Suite 300
Chicago, Illinois 60601
(312) 263-0052
Contact: Sharon Elaine
Vendor #15905

5. **McGee Court Reporting Services**
166 West Washington Street, Suite 770
Chicago, Illinois 60602
(312) 263-2881
Contact: Izetta White McGee
Vendor #30515

USER: Law Department
125 South Clark Street, Suite 700
Chicago, Illinois 60603
(773) 553-1700
Marilyn F. Johnson, General Counsel

ORIGINAL AGREEMENTS: Each original agreement for vendors #1, #2, and #3 (authorized by Board Report 00-0223-AR10) is for a term commencing July 1, 1999 and ending June 30, 2000, with two options to renew the agreement for twelve (12) month periods. These agreements were renewed for a one year term commencing July 1, 2000 and ending June 30, 2001 (Board Report 00-0823-AR9). Each original agreement for vendors #4 and #5 (authorized by Board Reports 01-0124-AR9 and 01-0328-AR9) is for a term commencing July 1, 2000 and ending June 30, 2001, with two options to renew the agreement for twelve (12) month periods.

RENEWAL PERIOD: Each agreement is being renewed for a term of one year commencing July 1, 2001 and ending June 30, 2002.

REMAINING OPTIONS: There are no option periods remaining under the agreements with vendors #1, #2 and #3. There is one option period remaining under the agreements with vendors #4 and #5.

SCOPE OF SERVICES: Each vendor shall continue to provide court reporting services to accurately record verbal testimony given at depositions, hearings, arbitrations, and public hearings. One of the vendors will be selected to provide services based upon: (1) availability to render services with short notice; (2) timeliness of court reporters at the hearings; and (3) timeliness and accuracy of transcript preparation. The selected 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 these vendors shall result in the accurate recording of verbal testimony.

COMPENSATION: Each vendor shall be paid an hourly rate and per page rate as indicated in the schedules attached to the original agreements at a cost not to exceed \$80,000 in the aggregate.

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

AFFIRMATIVE ACTION: Actual M/WBE participation pursuant to these agreements 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 \$80,000 Fiscal Year: 2002
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.

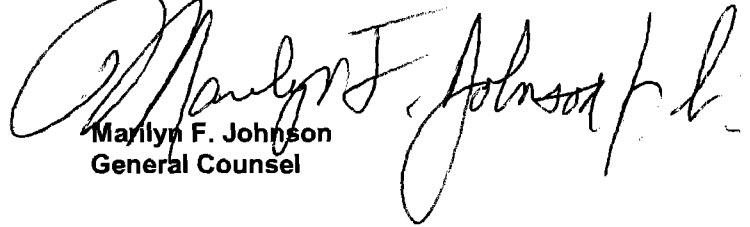
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their 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.

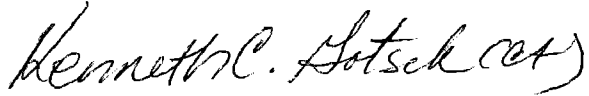
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved: *MFJ*



Marilyn F. Johnson
General Counsel

Within Appropriation:



Kenneth C. Gotsch
Chief Fiscal Officer