

**AUTHORIZE A NEW AGREEMENT WITH DENTONS US LLP FOR SEXUAL ABUSE INVESTIGATION REVIEW SERVICES****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize a new agreement with Dentons US LLP to provide sexual abuse investigation review services to the Office of Inspector General at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator : Washington, Ms. Nealean T / 773-553-2273  
CPOR Number : 19-0116-CPOR-7184

**VENDOR:**

- 1) Vendor # 30627  
DENTONS US LLP  
233 S. WACKER DRIVE STE 5900  
CHICAGO, IL 60606

William Walsh  
312 876-8000

Ownership: The Partnership Has 394  
Partners, None Of Which Has Greater Than  
A 5% Interest.

**USER INFORMATION :**

Project  
Manager: 10320 - Inspector General  
  
567 West Lake Street  
  
Chicago, IL 60661  
  
Schuler, Mr. Nicholas J.  
  
773-534-9400

**TERM:**

The term of this agreement shall commence on the date the agreement is signed and shall end six (6) months thereafter. This agreement shall have two (2) options to renew for periods of six (6) months each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Under direction of the Inspector General, Vendor will review each case file to identify investigative gaps or omissions, assess whether the investigative steps taken were appropriately thorough in depth and breadth (including whether the investigation and subsequent action by CPS complied with Title IX), determine whether appropriate legal analysis and actions were undertaken, and make recommendations regarding additional necessary and/or critical investigative steps and/or the need for further corrective actions. If, at any time, Vendor identifies a situation where the current physical or sexual safety of a student or minor may be in question, Vendor must immediately notify the OIG.

**DELIVERABLES:**

Vendor will provide the OIG with written reports that: (1) provide a general analysis and assessment of the previously conducted investigations, including general trends, patterns, or concerns apparent in the prior investigations; (2) provides legal analysis of the previously conducted investigations, including recommendations for further corrective actions, such as whether any cases should be referred for prosecution; (3) identifies any individuals still employed by CPS who may pose a risk for future misconduct; (4) identifies any victims in need of further support or services and what support or services may be appropriate; and (5) identifies critical cases (if any) which may require further investigation. So that the OIG can assess the progress of the review, the Vendor will provide the summary report to the OIG in two parts, one part covering the first half of the cases, and a second part covering the remaining half of the cases. Vendor will also provide the OIG with monthly status reports summarizing the overall progress of its review and identifying for the OIG any immediate concerns or issues that need to be addressed.

**OUTCOMES:**

Vendor's services will result in written reports detailing their analysis and assessment of the previously conducted investigations. These reports will identify trends, investigative gaps or omissions, individuals who may pose a continued risk or threat to student safety, and victims who may be in need of further support.

**COMPENSATION:**

Vendor shall be paid as follows: At hourly rates by position, detailed in the contract.

Estimated costs for the six month term are set forth below:

240,000 FY19

\$10,000 FY20

**REIMBURSABLE EXPENSES:**

The total compensation amount reflected herein is inclusive of all reimbursable expenses.

**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. Authorize the Inspector General to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), this contract is waived of the M/WBE participation goals of 30% MBE and 7% WBE, because the contract is not further divisible.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115, OIG, Unit 10320

\$240,000 FY19

\$10,000 FY20

Not to exceed \$250,000 for the six month term.

Future year funding is contingent upon budget appropriation and approval.

**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:



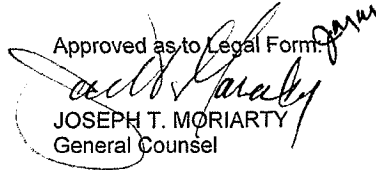
JONATHAN MAPLES  
Chief Procurement Officer

Approved:



JANICE K. JACKSON  
Chief Executive Officer

Approved as to Legal Form:



JOSEPH T. MORIARTY  
General Counsel