

**AUTHORIZE THE SECOND AND FINAL RENEWAL AGREEMENT WITH DENTONS US LLP FOR INVESTIGATIVE SERVICES**

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

Authorize the second and final renewal agreement with Dentons US LLP to provide investigative services to the Office of Inspector General at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Forero, Bryan / 773-553-2280

**VENDOR:**

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

William Walsh  
312 876-8000

Ownership: No shareholder owns more than 10%

**USER INFORMATION :**

Project 10320 - Inspector General  
Manager: 567 West Lake Street  
Chicago, IL 60661  
Ptasinski, Joseph  
773-534-9400

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report #20-0226-PR11) in the amount of \$550,000 is for a term commencing March 1, 2020 and ending February 28, 2021, with the Board having two (2) options to renew for one (1) year terms. The original agreement was amended by the First Amendment dated October 5, 2020 (authorized by Board Report 20-0923-RS1). The agreement was renewed (authorized by Board Report 21-0224-PR5) for a term commencing March 1, 2021 and ending February 28, 2022. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-3.

**OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing March 1, 2022 and ending February 28, 2023.

**OPTION PERIODS REMAINING:**

There are no options remaining.

**SCOPE OF SERVICES:**

At the request of the Board's Office of Inspector General, Vendor shall continue to review and assess investigation files pertaining to allegations of sexual misconduct committed by CPS employees. Vendor will prepare progress reports and a final summary report identifying areas of concern for further review and/or remedial action. In addition, the OIG may direct Vendor to perform additional investigative work for cases requiring further investigation.

The core objective of the case review is to assess the effectiveness and appropriateness of the prior investigations (including compliance with Title IX). Vendor will proactively review cases to identify critical cases which involve victims in need of further support services, potential risks for future misconduct, or which require further investigation or prosecution. 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 will immediately notify the OIG.

Any additional investigative work will be performed by the Vendor on an as-needed basis, as determined by the OIG. This work may include acquiring evidence, performing legal analysis, conducting interviews and/or any other tasks necessary to ensure that the case is sufficiently investigated and resolved.

**DELIVERABLES:**

Vendor will continue to first prioritize case files from highest to lowest risk. Vendor will review case files according to established review protocol and prepare monthly progress reports summarizing its findings and identifying areas of concern for further review and/or remedial action. Vendor will complete review of case and provide a summary report containing analysis and identifying critical cases. Vendor will provide investigative plans for all cases where OIG has determined additional investigative work required. Vendor will then conduct investigative work as requested by the OIG to ensure cases are sufficiently investigated and resolved. Vendor will prepare investigative report summarizing its investigative work when required.

**OUTCOMES:**

Vendor's services will result in a thorough and independent review of all identified CPS sexual abuse investigations of sexual misconduct committed by CPS employees from 2000 through 2018. Upon completion of Vendor's case review and reports, CPS will gain insight into effectiveness and appropriateness of the prior investigations. Vendor's reinvestigation of cases, if needed, will ensure that all necessary corrective actions are taken.

**COMPENSATION:**

Vendor shall be paid as follows:

Estimated annual costs for the one (1) year term as set forth in the agreement.

FY22 \$250,000

FY23 \$78,000

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Inspector General to execute all ancillary documents required to administer or effectuate this option 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, Inspector General's Office, Unit 10320

FY22 \$250,000

FY23 \$78,000

Not to exceed \$328,000 for the one (1) year 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:




CHARLES E. MAYFIELD  
Interim Chief Procurement Officer

Approved:



PEDRO MARTINEZ  
Chief Executive Officer

Approved as to Legal Form: 



JOSEPH T. MORIARTY  
General Counsel