

AMEND BOARD REPORT 22-0427-PR14
AUTHORIZE AN AMENDMENT TO THE AGREEMENT WITH KCC CLASS ACTION SERVICES, LLC
FOR SSCA CLAIMS ADMINISTRATOR SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize an amendment to the agreement with KCC Class Action Services, LLC to provide SSCA claims administrator services to the law department at an estimated annual cost of \$250,000 for the 1 year term. Vendor was selected on a competitive basis pursuant to Board Rule 7-3. 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 shall automatically rescind in the event a written amended agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This April 2022 Amendment is necessary to ensure that the estimated cost of KCC's services allows for the possibility of every potential student claimant filing a claim. The original estimate and contract was based on a scenario where only 50% of claimants filed a claim. The new amendment rectifies this issue.

This October 2022 Amendment is necessary to increase the estimated cost of KCC's services from \$250,000 to \$310,000 after extension of the claims window to September 30, 2022 and addition of a fourth round of distributions in response to feedback from stakeholders, community members and the Illinois State Board of Education. This amendment also extends the current term from October 31, 2022 to March 31, 2023. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on October 4, 2022, and approved by the Acting Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on October 4, 2022, found here: cps.edu/procurement. The item will remain on the Procurement website until the October 26, 2022 Board Meeting. This process complies with the independent consultant's recommendations for sole source procurements and the Board's "Single/Sole Source Committee Charter. A written amendment to the agreement is not required.

Contract Administrator : Banks, Amy / 773-553-2280

VENDOR:

- 1) Vendor # 97596
KCC CLASS ACTION SERVICES LLC
1 McINNIS PKWY
SAN RAFAEL, CA 94903
Snow Wallace
904 763-9806

Ownership: Kurtzman Carson Consultant
Inc. 100%

USER INFORMATION :

Project 10210 - Law Office
Manager: 42 West Madison Street
Chicago, IL 60602
Radford, Jordan Elain
773-553-1700

TERM:

The term of this agreement shall commence November 1, 2021 and shall end ~~October 31, 2022~~ March 31, 2023. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

In 2017, the Illinois State Board of Education (ISBE) received allegations that certain processes and procedures at CPS were preventing IEP teams from including needed support and services on some students' IEPs. ISBE did an investigation (the Public Inquiry), found some of the procedures in effect in 2016-2017 and 2017-2018 to be problematic, and directed CPS to offer remedies to students to make up for that potential harm (Student Specific Corrective Action). Since then, CPS has worked closely with ISBE and other stakeholders to identify students who may have been impacted by the problematic procedures and to offer those students remedies. Because special education is individualized to meet the unique needs of each student, this process has been complex and time-intensive. Initially, the district reviewed student information, identified students who were potentially harmed, and planned to hold meetings to analyze each of those students' individual circumstances to determine whether they were owed a remedy. To more efficiently deliver remedies to students who may have been impacted, the process was adjusted to provide automatic remedies (Universal Enrichment Remedies or UERs) to most of the identified students. Other students (who were perhaps less likely to have been harmed) would receive an automatic SSCA meeting to consider their particular circumstances. Moving forward, CPS is now offering automatic remedies (UERs) to students who were previously identified to receive an automatic SSCA meeting.

DELIVERABLES:

Streamline and issue all monetary disbursements to the affected families
Multiple lines of communication with families to file claims

OUTCOMES:

Vendor's services will result in administering the claims for SSCA processes.

COMPENSATION:

Vendor shall be paid as follows: Estimated annual costs for the one (1) year and five (5) month term are set forth below:

~~\$250,000~~, \$310,000, FY23

REIMBURSABLE EXPENSES:

None

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 General Counsel or designee 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:

Funds: Various, Law Department, Unit 10210

~~\$250,000~~, \$310,000, FY23

Not to exceed ~~\$250,000~~ \$310,000 for the one (1) year and five (5) 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:

PATRICIA HERNANDEZ
Acting Chief Procurement Officer

Approved:

PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: **VM**

JOSEPH T. MORIARTY
General Counsel