

February 26, 2020

AMEND BOARD REPORT 19-1120-PR17
AUTHORIZE A NEW AGREEMENT WITH ~~ALVAREZ AND MARSAL DISPUTES AND INVESTIGATIONS, LLC~~ DENTONS US LLP FOR INVESTIGATIVE SERVICE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with ~~Alvarez and Marsal Disputes and Investigations, LLC~~ 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. 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 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.

This February 2020 amendment is necessary to (1) replace the vendor being awarded, (2) update contact information, (3) revise term dates, and (4) revise the compensation information.

Specification Number : 19-350022

Contract Administrator : Cantero, Mrs. Nanzi / 773-553-2237

VENDOR:

~~Vendor # 40527~~

- 4) ~~ALVAREZ & MARSAL DISPUTES AND INVESTIGATIONS, LLC
 600 MADISON AVENUE 8TH FLR
 NEW YORK, NY 10022
 Robert Milan
 312 279 6304
 Ownership: Alvarez and Marsal Holdings, LLC - 100% Board member~~

Vendor # 30627

- 1) 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
Schuler, Mr. Nicholas J.
773-534-9400

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

TERM:

The term of this agreement shall commence on ~~December 1, 2019~~ March 1, 2020 and shall end ~~October 31, 2020~~ February 28, 2021. 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:

At the request of the Board's Office of Inspector General, Vendor shall 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 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.

~~\$350,000~~ \$250,000 FY 2020

~~\$200,000~~ \$300,000 FY 2021

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, Inspector General's Office, Unit 10320

~~\$350,000~~ \$250,000 FY 2020

~~\$200,000~~ \$300,000 FY 2021

Not to exceed \$550,000 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:



JONATHAN MAPLES
Chief Procurement Officer

Approved:



JANICE K. JACKSON
Chief Executive Officer

Approved as to Legal Form:



JOSEPH T. MORIARTY
General Counsel