APPROVE EXERCISING THE THIRD OPTION TO RENEW THE CONSULTING AGREEMENT WITH PYRAMID EDUCATIONAL CONSULTANTS, INC.

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the third option to renew the agreement with Pyramid Educational Consultants, Inc. to continue providing consulting services to Citywide Programs Profound Disabilities at a cost not to exceed \$128,000.00. A written document exercising this third option is currently being negotiated. No payment shall be made to Consultant prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification No.: 00-250372

CONSULTANT: Pyramid Educational Consultants

226 W. Park Place, Suite 1 Newark, Delaware 19711 Contact: Andrew Bondy Telephone: 888/732-7462

Vendor #29952

USER: Citywide Programs, Profound Disabilities
Department of Specialized Services

Contact: Kathy Kinsey Telephone: 773/553-1854

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 00-0322-PR46) in the amount of \$115,000 was for a term commencing April 1, 2000 and ending June 30, 2001 with the Board having three (3) options to renew the agreement for additional 1-year periods. The agreement was renewed in the amount of \$115,000.00 for a term commencing July 1, 2001 and ending June 30, 2002 (authorized by Board Report 01-0627-PR62) and was further renewed in the amount of \$115,000.00 for a term commencing July 1, 2002 and ending June 30, 2003 (authorized by Board Report 02-0626-PR55). The original agreement was awarded on a non-competitive basis.

OPTION PERIOD: The term of this agreement is being renewed for one (1) year commencing July 1, 2003 and ending June 30, 2004. There are no option periods remaining.

SCOPE OF SERVICES: Pyramid Educational Consultants will provide training and development to 60 participating CPS teachers from 16 schools. Such training will be provided in the following areas: instructional strategies, communication systems, behavior intervention, and data collection and analysis. To ensure understanding and effective implementation of strategies, Consultant will provide on-site consultation and supervision to each training participant following staff training. Six times each year, a member of Consultant's staff will meet with itinerant teacher participants and other CPS senior staff members, to troubleshoot PECS and Pyramid program implementation and plan for future utilization by the Chicago Public Schools of the provided training information.

DELIVERABLES: Consultant shall give each participant *Pyramid* and *PECS Training Manuals*, audiotape systems, and samples of functional lesson plans.

OUTCOMES: Participants who receive Consultant's training services will have (i) an increased understanding and knowledge for designing and implementing appropriate educational strategies for students with autism; (ii) an increased ability to identify functions of behavior and develop and implement strategies for managing behavior; (iii) an increased knowledge in the use of visual systems to enhance the quality of services; and (iv) an increased knowledge in the implementation of effective communication systems. Participants also will become trained to supervise additional staff to further ensure the development and design of effective educational strategies.

COMPENSATION: Consultant shall be paid during this option period an amount not to exceed \$128,000.00 in the aggregate, payable as follows:

 \$430.00 per staff person for five (5) days of training. (Fee will cover training and the following training materials: PECS Manual, Pyramid Manual, 1 set of audio tapes for each participant, and sample lesson plans.)

- (ii) Six (6) on-site consultation visits of one-half day each for each participant including on-going contact via phone, fax, etc. at total cost of \$1,320.00 for each participant, not to exceed \$79,200.00.
- (iii) Reimbursables not to exceed \$23,000.00.

REIMBURSABLE EXPENSES: Consultant will be reimbursed for airfare to and from Delaware and Chicago, food and lodging, all as approved by the Chief Specialized Services Officer, not to exceed \$23,000.00. 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 Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: The M/WBE goals for this contract include 35% total M/WBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% WBE.

LSC REVIEW: Local School Council approval is not applicable to this report

FINANCIAL: Charge to Special Education: Fiscal Year: 2004

> **Budget Classification:** 0966-220-383-2685-5410-\$60,000

> > 0966-220-383-1608-5410-\$35,000 0966-220-383-2740-5410-\$10.000

0966-220-383-2772-5410-\$23.000 Source of Funds: IDEA

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 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 for Consideration:

Sean P. Murphy

Chief Purchasing Office

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Within Appropriation:

Approved:

Arne Duncan

Chief Executive Officer

Approved as to legal form:

Acting General Counsel