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

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify exercising the third option to renew the agreement with Pyramid Educational Consultants, Inc. to provide training and follow-up services to the Office of Specialized Services at a cost for this option period not to exceed \$126,500.00. A written renewal agreement exercising this third option is currently being negotiated. No payment shall be made to Consultant during this option period prior to the execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

CONSULTANT: Pyramid Educational Consultants, Inc.

13 Garfield Way

Newark, Delaware 19713 Contact Person: Andrew Bondy Tel. No.: (888) 732-7462

Vendor # 29952

USER: Office of Specialized Services

Program Development

Contact Person: Renee Grant-Mitchell, Ed.D.

Phone: 773-553-1804

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 04-0825-PR37) in the amount of \$127,000.00 was for a term commencing September 1, 2004 and ending August 31, 2005 with the Board having three (3) options to renew the agreement for additional one-year periods. The original agreement was awarded on a non-competitive basis because Consultant was the only certified source of training for the PECS system and Consultant's expertise in the field of autism. The agreement was renewed for a period commencing September 1, 2005 and ending August 31, 2006 (authorized by Board Report 05-0824-PR23). The agreement was further renewed for a period commencing September 1, 2006 and ending August 31, 2007 (authorized by Board Report 06-0823-PR20).

OPTION PERIOD: The term of the agreement is being renewed for one (1) additional year commencing September 1, 2007 and ending August 31, 2008.

OPTION PERIODS REMAINING: There are no option periods remaining.

SCOPE OF SERVICES: Consultant will continue to provide training and staff development to CPS staff from participating schools. 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 continue to provide on-site consultation and supervision to each participant following staff training. Six times each year, a member of Consultant's staff will continue to meet with itinerant teacher participants and other CPS senior staff members, to troubleshoot Picture Exchange Communication System (PECS) and Pyramid program implementation, and plan for future utilization by CPS of the provided training information. In addition, Consultant's staff will continue to provide consultation on setting up two demonstration classrooms to serve as sites for staff development.

DELIVERABLES: Consultant shall continue to provide to each participant, *Pyramid and Picture Exchange Communication System (PECS) Training Manuals*, and samples of functional lesson plans.

OUTCOMES: Participants who receive Consultant's Services will continue to 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 will be paid an amount not to exceed \$126,500.00. This total compensation amount is inclusive of all reimbursable expenses specified below.

REIMBURSABLES: Consultant will be reimbursed for airfare between Delaware and Chicago, and for food and lodging, as approved by the Chief Specialized Services Officer. The aggregate amount of these reimbursable expenses cannot exceed \$22,000.00.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreement. Authorize the President and Secretary to execute the written renewal agreement. Authorize the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate this written renewal agreement.

AFFIRMATIVE ACTION: The M/WBE goals for this written renewal agreement include: 35% total MBE, 22% African-American, 10% Hispanic, 2% Asian, and 5% total WBE. However, the Office of Business Diversity recommends that a partial waiver of the M/WBE participation goals for this written renewal agreement as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted because the waiver request is fair and reasonable due to the scope of the written renewal agreement.

Total MBE (Asian): 1%

Sir Speedy Printing 547 W. Jackson Chicago, IL 60661 Reimbursable Expenses (TBD %)

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

FINANCIAL: Charge to Citywide Special Education \$126,500

Budget Classification: 11670-220-462040-121302-54125 \$126,500

Fiscal Year: 2008 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 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 June 23, 2004 (04-0623-PO4), 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:

Heather A. Obora

Chief Purchasing Officer

Approved:

Arne Duncan

Chief Executive Officer

Within Appropriation:

Pedro Martinez

Chief Financial Officer

Approved as to legal form:

Patrick J. Rocks General Counsel