

**APPROVE ENTERING INTO AN AGREEMENT WITH PYRAMID EDUCATIONAL CONSULTANTS  
FOR CONSULTING SERVICES**

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

Approve entering into an agreement with Pyramid Educational Consultants, Inc. to provide consulting services to The Office of Specialized Services at a cost not to exceed \$127,000. Consultant was selected on a non-competitive basis because of their knowledge and expertise in the field of autism, communication systems and applied behavior analysis, and because of their previous experience providing these services to the Board. A written agreement for consultant services is currently being negotiated. No payment will be made to Consultant prior to the execution of the written agreement. The authority granted herein will 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.

**Specification No.: 04-250133**

**CONSULTANT:** Pyramid Educational Consultants, Inc.  
226 West Park Place, Suite #1  
Newark, DE 17911  
Contact Person: Sara Kubla  
Phone: 1-888-732-7462  
Vendor # 36463

**USER:** The Office of Specialized Services  
Program Development Innovation and Transition  
Contract Person: Renee Grant-Mitchell  
Phone: 773-553-1800

**TERM:** The term of this agreement will commence on September 1, 2004 and will end August 31, 2005. This agreement will have 3 options to renew for periods of 1 year each. The cost of each renewal period will be negotiated at the time of renewal.

**EARLY TERMINATION RIGHT:** The Board will have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:** Pyramid Educational Consultants will provide training and development to 60 participating CPS staff 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 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 CPS of the provided training information.

**DELIVERABLES:** Consultant will provide to each participant, *Pyramid and PECS Training Manuals*, 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 be prepared to supervise additional CPS staff to further the development and design of effective educational strategies for students with autism spectrum disorder.

**COMPENSATION:** Consultant will be paid an amount not to exceed \$127,000.00. This total compensation amount is inclusive of all reimbursable expenses specified below.

**REIMBURSABLE EXPENSES:** Consultant will be reimbursed for air fare 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 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 MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE. However, the Waiver Review Committee recommends that a full waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract scope is not further divisible.

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

**FINANCIAL:** Charge to the Office of Specialized Services: \$127,000 Fiscal Year: FY 05

Budget Classification: 0966-220-771-2685-5410 - \$60,000  
0966-220-771-1608-5410 - \$10,500  
0966-220-771-2740-5410 - \$10,000  
0966-220-771-2772-5410 - \$22,000  
0966-220-771-2794-5410 - \$24,500

Source of Funds: IDEA  
Requisition Number: [#]

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement will 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 will have access to all information and personnel necessary to conduct those investigations.

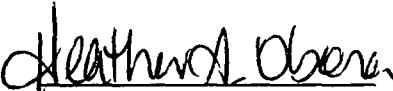
Conflicts – The agreement will not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board’s Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, will 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, will be incorporated into and made a part of the agreement.

Contingent Liability – The agreement will 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:**

  
John Maiorca  
Chief Financial Officer

**Approved as to legal form:** 

  
Ruth M. Moscovitch  
General Counsel