

**AGREEMENT FOR PROVISION OF
POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS
BETWEEN
Beverly Hills Unified School District
AND
CALIFORNIA TECHNICAL ASSISTANCE CENTER ON PBIS, INC.
(CALTAC-PBIS, INC.)**

THIS AGREEMENT, (hereinafter "Agreement") is entered into on September 21, 2018, by and between Beverly Hills Unified School District hereinafter referred to as "District," and California Technical Assistance Center on PBIS, Inc., 60935 Living Stone Dr. La Quinta, CA 92253 (hereinafter referred to as "Contractor." DISTRICT and CONTRACTOR). DISTRICT and CONTRACTOR shall be collectively referred to as the "Parties."

Purpose of the Agreement

WHEREAS, DISTRICT is authorized by section 53060 of the California Government Code to contract with and employ any persons for the furnishing of education services if such persons are specially trained, experienced, and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice by CONTRACTOR for the provision of Positive Behavioral Interventions and Supports (PBIS) Training to DISTRICT's employees; and CONTRACTOR designates Cristy Clouse as the person or persons who will be primarily responsible for providing the special services and advice for the provision of Positive Behavioral Interventions and Supports (PBIS) Training to District's employees; and

It is the intent of the Parties to this Agreement to comply with the provisions of Education Code section 22164.5 and the CalSTRS' February 26, 2015 Employer Directive 2015-01 (hereinafter "Directive") concerning the employment of retired CalSTRS' members. In order for Clouse, a retired CalSTRS's annuitant, to have any earnings from DISTRICT be excluded from the post retirement earnings limit and related provisions of the Education Code, CONTRACTOR and Clouse represent and the Parties to this Agreement affirm that Clouse is employed by a third party, CONTRACTOR, that does not participate in the California public pension system; the activities performed by Clouse are not normally performed by the employees of the District; and the activities performed by Clouse during the term of this Agreement are limited for a term of twenty-four (24) months or less.

Nothing in this Agreement or this Addendum thereto obligates the Parties to enter into any future agreements once the terms of the present agreement are completed.

THEREFORE, it is mutually agreed as follows:

1. TERM. November 30, 2018 – June 2019 CONTRACTOR shall commence providing services under this Agreement on November 30, 2018 and will diligently perform as required and complete performance by, June 15, 2019, subject to termination as set forth in this Agreement. This Agreement shall be void unless approved by necessary Administrators of DISTRICT and CONTRACTOR.

Tier I School-based Team Training Dates: 4 dates TBD

Tier I School-based Coaches and Administrators Training Dates: 2 dates TBD

Tier I Team & District Leadership Exploration Training Date: 11.30.18 (8-11:30)

Tier I District Leadership Team Self-Assessment: 11.30.18 (2-4pm)

Tier 1 District Leadership Team/Coaches consultation

2. SCOPE OF WORK. DISTRICT hereby engages CONTRACTOR as an independent contractor to perform the following described work and CONTRACTOR hereby agrees to perform said work upon the terms and conditions set forth and at a location arranged by DISTRICT. CONTRACTOR and its' employees who perform work under this Agreement shall meet all specifications of required training conditions in developing the internal capacity for scaling up and sustaining PBIS as an evidence-based practice. (See Exhibit A-Proposal)
 - A. Provide Tier 1 PBIS school-based Team Trainings
 - B. Provide Tier 1 PBIS Coordinator and Administrator Training
 - C. Provide Tier 1 District Leadership Team training, implementation assessment and district-wide evaluation plan
 - D. Provide Tier 1 school-based Team and District Team PBIS exploration
3. COMPENSATION. DISTRICT agrees to pay CONTRACTOR, for services satisfactorily rendered pursuant to this Agreement, for up to but not to exceed \$39,851.40 Reimbursement of reproduction costs for materials incurred by DISTRICT are not included in the total compensation amount. CONTRACTOR is responsible for invoicing DISTRICT biannually in equal installments for services satisfactorily rendered on or before 2.01.19 and 6.15.19. Payments shall be mailed to CalTAC-PBIS, Inc., 60935 Living Stone Dr. La Quinta, CA 92253 or at such other place as CONTRACTOR may designate in writing.
4. INDEPENDENT CONTRACTOR. CONTRACTOR, and its employees, in the performance of this Agreement, shall act as an independent contractor. CONTRACTOR, understands and agrees that it and its employees will not be considered officers, employees, or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT and/or to which DISTRICT's employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omission of its employees as they relate to the services to be provided under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contribution, including unemployment insurance, social security, and income taxes, with respect to CONTRACTOR's employees.
5. ASSIGNMENT. The obligations of CONTRACTOR pursuant to this Agreement shall not be assigned by CONTRACTOR without prior written approval of DISTRICT.
6. HOLD HARMLESS/INDEMNIFICATION.
 - A. CONTRACTOR agrees to and does hereby indemnify, defend, a hold harmless DISTRICT, its Governing Board, officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts of

CONTRACTOR, its officers, agents of employees, including the assigned employees, or the negligent condition of the property used, in the performance of this Agreement.

- B. DISTRICT agrees to and does hereby indemnify, defend, and hold harmless CONTRACTOR, its Governing Board, officers, agents, and employees including the assigned employees, from any and all liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of negligent acts of omissions of DISTRICT, its officers, agent or employees, or subcontractors, in the performance of this Agreement.
7. NONDISCRIMINATION. CONTRACTOR and DISTRICT each agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
8. TOBACCO USE POLICY. In the interest of public health, CONTRACTOR, provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in building and vehicles, and on any property owned, leased, or contracted for by CONTRACTOR. Failure to abide with the conditions of this policy could result in the termination of this Agreement.
9. NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be in writing and given either by (a) personal service, or (b) U.S. Mail, certified, mail, return receipt requested. All notices, claims, correspondence, reports and/or statements shall be addressed as follows:

DISTRICT:	Name:	Beverly Hills Unified School District
	Address:	255 South Laskey Beverly Hills, CA 90212
	Attention:	Angela Lawyer

CONTRACTOR:	CALTAC-PBIS, INC.
	60935 Living Stone Dr.
	La Quinta, CA 92253
	Attn: Barbara Kelley, CEO/President

10. TERMINATION. Either party may, with or without reason, terminate this Agreement and compensate the other Party only for services satisfactorily rendered to the date of termination. Written notice by either Party shall be sufficient to stop further performance of services by the other Party. Notice shall be deemed given when received by the Party, or no later than three (3) business days after the day of mailing, whichever is sooner.
11. NON-WAIVER. The failure of DISTRICT or CONTRACTOR to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, will not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from constituting a violation of such term or condition.
12. COMPLETE AGREEMENT AND MODIFICATION. This Agreement, together with any Exhibits attached hereto and incorporated herein by reference, including, but not limited to, Exhibit A and B, the respective proposal and scope/sequence, fully expresses all understanding of DISTRICT and

CONTRACTOR with respect to the subject matter of this Agreement and constitutes the total Agreement between the parties. This Agreement supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, will be valid unless made in writing and formally executed and approved by DISTRICT and CONTRACTOR and by necessary Administrators of DISTRICT and CONTRACTOR.

13. SEVERABILITY. If any term, condition, or provision of this Agreement or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or application thereof will continue in full force and effect, and will not be affected, impaired, or invalidated in any way.

14. INTELLECTUAL PROPERTY. Any improvements to Intellectual Property items, and any new items of Intellectual Property discovered or developed by CONTRACTOR (or CONTRACTOR'S employees, if any) during the term of this Agreement shall become the property of Beverly Hills Unified School District. CONTRACTOR shall sign all documents necessary to protect the rights of Beverly Hills Unified School District in such Intellectual Property, including the filing and /or prosecution of any applications for copyrights.

15. GOVERNING LAW. The terms and conditions of this Agreement will be governed by the laws of the State of California with venue in Orange County, California.

IN WITNESS WHEREOF, the Parties hereto and their respective attorneys have approved and executed this Agreement on the date set forth opposite their respective signatures.

California Technical Assistance Center – PBIS, Inc.

By: Barbara Kelley

Printed Name: Barbara Kelley

Title: CEO/President

Date: 9.21.18

Beverly Hills Unified School District

By: [Signature]

Printed Name: Laura Chism

Title: Asst. Superintendent, Student Services

Date: 11/14/18

BHUSD PBIS Tier 1 Training Scope and Sequence 2018-19

Exhibit B

Team Training Day 1

Team Training Day 2

Team Training Day 3

Team Training Day 4

Implementation Steps & TFI Crosswalk Document*

STEP ONE

Implementation Teams

- Team Meeting Foundations
- Roles & Responsibilities
- Meeting Minutes
- Working Agreements
- Norms of Collaboration
- Appreciative Inquiry

STEP TWO

Buy-In

- Establishing the WHY
- Golden Circle
- School Climate Survey
- Student Involvement
- Hart's Ladder of Involvement
- Family Engagement
- Aligning Family Engagement with PBIS: Strategies and Key Concepts
- Behavioral Statement of Purpose

STEP THREE

Positive Behavioral Expectations

- WHY-HOW-WHAT
- Checklist
- Consensus Building
- Focusing Four
- Student Voice Project

Implementation Steps & TFI Crosswalk Document*

STEP FOUR

Teaching Expectations

- WHY-HOW-WHAT
- Checklist
- Four Step Process
- Map It
- Define It
- Put it in a Matrix
- Lesson Plans

STEP FIVE

Acknowledgement System

- WHY-HOW-WHAT
- Checklist
- Building Internal Motivation
- Self-Determination Theory
- Specific Performance Feedback
- Tangible Reinforcers

STEP SIX

Positive Classroom Behavioral Supports (PCBS)

- Foundations
- Designing a Classroom Routine Matrix

Implementation Steps & TFI Crosswalk Document*

STEP SIX

Positive Classroom Behavioral Supports (PCBS)

- Response Practices
- Error Corrections for Minor Disruption
- Responding to Noncompliance
- Student-Guided Restorative Conversations

STEP SEVEN

Consequence System

- Discipline Myths and Facts
- Ten Tenants of Behavior
- Policy and Practices
- Behavior Definition Agreement
- Discipline Referral Compatibility
- Active Discipline Flow Chart

Implementation Steps & TFI Crosswalk Document*

STEP EIGHT

Data-based Decision Making

- Team Meeting Foundations
- 6-Step Problem Solving Model
- Readiness Checklists
- Tiered Fidelity Inventory Problem Solving Model

PBIS Rollout & Kickoff SHARE FAIR

- Checklists & Action Plans

District Implementation Planning and Evaluation

Fall, 2018

District-wide exploration activities in preparation for a district-wide MTSS-PBIS sustainable implementation.

WHY-HOW-WHAT

Recommendation for school teams to have attended an exploration of Why-How-What PBIS before starting Team Training.

District Implementation and Evaluation Plan

Coaches' Training Day 1 (Site Level Coach and Administrator)

Coaches' Training Day 2 (Site Level Coach and Administrator)

Implementation Steps & TFI Crosswalk Document*

STEP ONE

Implementation Team

- Defining the Role of a Coach
- Leading by Convening: Making Connections, Resource Mapping, How People Are, 4 Simple Questions, Seeds of Trust

STEP TWO

Buy-In

- Systems Change: Second Order Change, Concerns-Based Adoption Model

STEP SIX

Positive Classroom Behavior Supports

- Prevention Practices: Supervision, Engagement, Acknowledgment, Prompts and Precorrections
- Classroom Walkthroughs and Practice-based Coaching

Predictors and Strategies for Sustainability

- School-Wide Universal Behavior Sustainability Index – School Teams (SUBSIST)

- Checklist

- Tier 1 Handbook

WORLDCAFÉ

Disproportionality and PBIS Cultural Responsiveness

- Implicit Bias
- Disproportionality Data Guide
- 5-point Intervention Approach
- PBIS Cultural Responsiveness Field Guide: Trainer and Coach Resources

*Tiered Fidelity Inventory CROSSWALK: TFI alignment with ACADEMICS, BULLY PREVENTION, EARLY CHILDHOOD, HIGH SCHOOL, MENTAL HEALTH, RESTORATIVE PRACTICES



TO: Beverly Hills Unified School District
255 South Laskey
Beverly Hills, Ca. 90212
Attention: Angela Lawyer

FROM: Barbara Kelley, CalTAC-PBIS, Inc.
60935 Living Stone Dr.
La Quinta, Ca 92253
barbara@pbiscaltac.org
949.933.5015

DATE: September 21, 2018

RE: Proposed MTSS-PBIS district-wide implementation training and consultation

OUTCOMES:

To provide Tier 1 MTSS-PBIS training for teachers, administration and the district implementation team to develop district level MTSS-PBIS capacity for sustainable implementation.
To provide Tier 1 MTSS-PBIS training for school-based MTSS-PBIS coaches and Principals to support the sustainable implementation with fidelity to the evidence-based practices.

PROVIDER: California Technical Assistance Center on Positive Behavioral Interventions and Supports, Inc. (CalTAC-PBIS, Inc.), experts in the implementation of MTSS-PBIS using school-based expert implementation teams, measuring fidelity to the national model and student outcomes for evaluation, and the development of Organizational capacity for sustainable evidence-based practices and supporting systems.

WHAT:	<p>Training and consultation services to assist Beverly Hills Unified School District in capacity development of MTSS-PBIS as an evidence-based initiative by:</p> <ul style="list-style-type: none"> • 2-days consultation/coaching for MTSS-PBIS implementation team for sustainable implementation (district level implementation plan including self-assessment and action planning key elements of sustainable implementation) – Fall, 2018 • 1-day for ½ day District Leadership Team (DCA) and ½ day for team What, Why, How exploration of PBIS • 4-days school-based expert team training – Winter-Summer, 2018 • 2-days school-based coach and principal training/coaching – Winter-Summer 2018 • 1-day training/support for district MTSS-PBIS implementation team in developing District-wide evaluation plan – Fall, 2018 • Consultation/support for the district MTSS-PBIS implementation team – September 2018 through June, 2019
WHO:	<p>School-based teams: teachers, Principal, school-based coach District team: District Coach/PBIS Coordinator, District Administration, Support Personnel: TBD by District Implementation Plan</p>
WHEN:	<p>Work begins, September through June for Tier 1 PBIS training. See attached training matrix</p>
WHERE:	<p>Facilities to be arranged by BHUSD personnel and to include the following:</p> <ul style="list-style-type: none"> • Large stickie chart paper • Table supply boxes (color markers, pencils, stickies, etc.) • Seating: One table per team • Wi Fi/Internet Access • Projector/Screen/Sound capabilities <p>Materials to be provided electronically by CalTAC-PBIS, Inc. and printed by District</p>
COST:	<p>\$39,851.40 (includes all expenses) Payment due in two equal installments</p>