

Board Office Use: Legislative File Info.	
File ID Number	14-1000
Introduction Date	6/11/14
Enactment Number	14-0947
Enactment Date	6/11/14



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
Gary Yee Ed.D., Superintendent

From By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date _____
(To be completed by Procurement)

Subject Professional Services Contract Amendment - 1
Northwest PBIS Network Seattle, WA (Contractor, City/State) -
922/Family, School, and Community Partnerships (site/department)

Action Requested Ratification by the Governing Board of the amendment to the professional services contract between the District and Northwest PBIS Network. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 8/26/2013 through 06/30/2014, in an amount not to exceed \$ 4,200.00.

Background
A one paragraph explanation of why an amendment is needed.

In response to the investigation by the US Office of civil Rights and subsequent OUSD Voluntary Resolution Plan, and in response to the Significant Disproportionality findings by the California Department of Education on over-referral of African American children to Programs for Exceptional Children (SPED), OUSD has identified the need for an alternative framework to address problem behavior in the classroom. Based on extensive research PBIS-Positive Behavioral Intervention and Support, has been shown to significantly reduce behavioral referrals for both discipline and emotional disturbance. This contract supports the roll-out of PBIS at 25 VRP schools in OUSD. Northwest PBIS was selected to provide technical assistance based upon their efficacy with PBIS training in schools across the West Coast.

Discussion
One paragraph summary of the amended scope of work.

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and Northwest Positive Behavioral Intervention and Support (NWPBIS) Network, Seattle, WA, for the latter to provide additional support in the implementation and expansion of a multi-tiered framework of Positive Behavioral Supports in dozens of OUSD VRP schools; professional development and coaching are essential to ensure that systems of behavioral support are high quality, integrated with instruction, and culturally responsive; this contract supports quarterly training and ongoing coaching of five district-level PBIS coaches and all participating school site teams for the period August 26, 2013 through June 30, 2014, in the amount of \$4,200.00, increasing the amount from \$20,000.00 to a not to exceed amount of \$24,200.00. All terms and conditions of the Contract remain full effect and in force.

Recommendation Ratification by the Governing Board of the amendment to the professional services contract between the District and Northwest PBIS Network. Services to be primarily provided to 922/Family, School, and Community Partnerships for the period of 8/26/2013 through 06/30/2014, in an amount not to exceed \$ 4,200.00.

Fiscal Impact Funding resource name (please spell out) GF-Restr-IDEA CEIS
not to exceed \$4,200.00

Attachments

- Contract Amendment
- Copy of original contract

Board Office Use: Legislative File Info.	
File ID Number	14-1080
Introduction Date	6/11/14
Enactment Number	14-0977
Enactment Date	6/11/14



AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Northwest PBIS Network (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on _____, 20____, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work has changed. ONLY the funding source has changed.

If the scope of work has changed: Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

Revised scope of work attached. **OR,** The CONTRACTOR agrees to provide the following amended services:

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.

If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.

If the compensation has changed: The contract price is amended by

Increase of \$ 4,200.00 _____ to original contract amount

Decrease of \$ _____ to original contract amount

and the new contract total is Twenty Four Thousand Two Hundred _____ dollars (\$24,200.00 _____)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos
 President, Board of Education
 Superintendent or Designee

Edgar Rakestraw, Jr., Secretary
Board of Education

5-19-14
Date

6/12/14
Date

CONTRACTOR

[Signature]
Contractor Signature

5/13/14
Date

Lon Lynass, Exec Director NWPBIS
Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contract between the District and Northwest Positive Behavioral Intervention and Support (NWPBIS) Network, Seattle, WA, for the latter to provide additional support in the implementation and expansion of a multi-tiered framework of Positive Behavioral Supports in dozens of OUSD VRP schools; professional development and coaching are essential to ensure that systems of behavioral support are high quality, integrated with instruction, and culturally responsive; this contract supports quarterly training and ongoing coaching of five district-level PBIS coaches and all participating school site teams for the period August 26, 2013 through June 30, 2014, in the amount of \$4,200.00, increasing the amount from \$20,000.00 to a not to exceed amount of \$24,200.00. All terms and conditions of the Contract remain full effect and in force.

SCOPE OF WORK

Northwest PBIS Network will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$_____. Services are anticipated to begin on 8/26/2013 and end on 06/30/2014.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

to provide support in the implementation and expansion of a multi-tiered framework of Positive Behavioral Supports in dozens of OUSD VRP schools. Professional development and coaching are essential to ensure that systems of behavioral support are high quality, integrated with instruction, and culturally responsive. This contract supports quarterly training and ongoing coaching of five district-level PBIS coaches and all participating school site teams.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Services procured through this contract will support the creation of site-based systems of behavioral support resulting in fewer student referrals for problem behavior. Behavioral referrals of African American students to Special Education will decline at participating school sites. Aeries data collected post implementation will reflect a significant reduction in office referrals and suspensions for minor behaviors which will be more effectively managed in the classroom. Disproportionality in achievement rates will decline at participating schools following the full implementation of all three tiers of PBIS.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____

 - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
 1. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
1/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FARMERS INS GRP - SCHROFF AGENCY 520 NW Oak Ave, Ste B Corvallis, OR 97330	CONTACT NAME: PHONE (A/C, No, Ext): (541) 754-7102	FAX (A/C, No): (541) 754-7125
	E-MAIL ADDRESS: rschroff1@farmersagent.com	
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: FARMERS INSURANCE EXCHANGE		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED **NORTHWEST PBIS NETWORK INC**

206 S HUDSON ST
SEATTLE, WA 98134


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			605106771	05/30/2013	05/30/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED - ENDORSEMENT ATTACHED.

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DIST. 900 HIGH ST OAKLAND, CA 94601 ATTN RISK MANAGEMENT	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Effective Date of Change: 01/14/2014

Expiration Date: 05/30/2014

Change Endorsement No.: 1

Agent: 73-11-355

Named Insured: NORTHWEST PBIS NETWORK INC

The following item(s):

<input type="checkbox"/>	Insured's Name	Insured's Mailing Address
<input type="checkbox"/>	Policy Number	Company
<input type="checkbox"/>	Effective/Expiration Date	Insured's Legal Status/Business of Insured
<input type="checkbox"/>	Payment Plan	Premium Determination
<input checked="" type="checkbox"/>	Additional Interested Parties	Coverage Forms and Endorsements
<input type="checkbox"/>	Limits/Exposures	Deductibles
<input type="checkbox"/>	Covered Property/Location Description	Classification/Class Codes
<input type="checkbox"/>	Rates	Underlying Insurance

is (are) changed to read **{See Additional Page(s)}**:

The above amendments result in a change in the premium as follows:

	NO CHANGES	TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
<input checked="" type="checkbox"/>			\$	\$
Authorized Representative Signature:				

POLICY CHANGES ENDORSEMENT DESCRIPTION

Add Additional Interest -
Additional Insured -BP04480197
Designated Person or ORG
OAKLAND UNIFIED SCHOOL DIST.
ATTN: RISK MANAGEMENT
900 High St
Oakland, CA 94601
Location : 210 S HUDSON ST STE 318A
SEATTLE, WA 98134

**REMOVAL
PERMIT**

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change: after that, this insurance does not apply at the previous location.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

January 28, 2014

WA UBI No.	603 086 191
L&I Account ID	266,385-00
Legal Business Name	NORTHWEST PBIS NETWORK INC DBA NORTHWEST PB
Doing Business As	NORTHWEST PBIS NETWORK INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 3 of Year 2013 "1 to 3 Workers"
Account Representative	T2 / KATHY ULRICH (360)902-4829 - Email: WITE235@lni.wa.gov
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

Board Office Use: Legislative File Info.	
File ID Number:	14-0552
Introduction Date:	04/09/2014
Enactment Number:	14-0594
Enactment Date:	04/09/2014



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To: Board of Education
From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent
Board Meeting Date: 04/09/2014
Subject: Professional Service Contract
Contractor: Northwest PBIS Network of Seattle, WA
Services for: 922-Behavioral Health

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Northwest PBIS Network, Seattle, WA, for the latter to provide: OUSD Family, School, and Community Partnerships Department, Behavioral Health Unit, supports the implementation and expansion of a multi-tiered framework of Positive Behavioral Supports in dozens of OUSD VRP schools. Professional development and coaching are essential to ensure that systems of behavioral support are high quality, integrated with instruction, and culturally responsive. NWPBIS is a national leader in the provision of training and technical assistance for PBIS implementation. This contract supports quarterly training and ongoing coaching of five district-level PBIS coaches and all participating school site teams. for the period of 08/26/2013 through 06/30/2014 in an amount not to exceed \$20,000.00.

Background:
 (A one paragraph explanation of why the consultant's services are needed.)

In response to the investigation by the US Office of civil Rights and subsequent OUSD Voluntary Resolution Plan, and in response to the Significant Disproportionality findings by the California Department of Education on over-referral of African American children to Programs for Exceptional Children (SPED), OUSD has identified the need for an alternative framework to address problem behavior in the classroom. Based on extensive research PBIS – Positive Behavioral Intervention and Support, has been shown to significantly reduce behavioral referrals for both discipline and emotional disturbance. This contract supports the roll-out of PBIS at 25 VRP schools in OUSD. Northwest PBIS was selected to provide technical assistance based upon their efficacy with PBIS training in schools across the West Coast.

Discussion:
 (QUANTIFY what is being purchased.)

OUSD Family, School, and Community Partnerships Department, Behavioral Health Unit, supports the implementation and expansion of a multi-tiered framework of Positive Behavioral Supports in dozens of OUSD VRP schools. Professional development and coaching are essential to ensure that systems of behavioral support are high quality, integrated with instruction, and culturally responsive. NWPBIS is a national leader in the provision of training and technical assistance for PBIS implementation. This contract supports quarterly training and ongoing coaching of five district-level PBIS coaches and all participating school site teams.

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact: Funding resources below not to exceed \$20,000.00

\$20,000.00 IDEA PartB Sec 611Presch entit

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

Board Office Use: Legislative File Info.	
File ID Number	14-0552
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Enactment Number	14-0594
Enactment Date	04/09/2014 <i>ew</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

Northwest PBIS Network

This Agreement is entered into between _____ (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 08/26/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/30/2014.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty Thousand Dollars (\$20,000.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.

5. **CONTRACTOR Qualifications / Performance of Services:**

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

6. **Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: BARBARA MCCLUNG
Site /Dept.: 922-Behavioral Health
Address: 746 Grand Ave.
Oakland, CA 94610
Phone: 510-273-1539

CONTRACTOR:

Name: Lori Lynass
Title: Officer (Executive)
Address: 210 South Hudson Street
Seattle, WA 98134
Phone: 206-271-5137

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplis/search.do>)

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

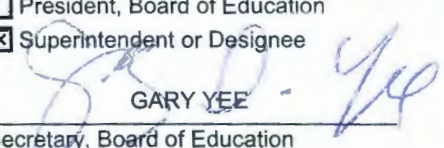
28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

MARIA SANTOS 03/10/2014
 President, Board of Education Date
 Superintendent or Designee

 GARY YEE 04/15/2014
 Secretary, Board of Education Date

Lori Lynass 03/12/2014
 Contractor eSignature Date
 Lori Lynass, Officer (Executive)
 Print Name, Title

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Services procured through this contract will support the creation of site-based systems of behavioral support resulting in fewer student referrals for problem behavior. Behavioral referrals of African American students to Special Education will decline at participating school sites. Aeries data collected post implementation will reflect a significant reduction in office referrals and suspensions for minor behaviors which will be more effectively managed in the classroom. Disproportionality in achievement rates will decline at participating schools following the full implementation of all three tiers of PBIS .

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- | | |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP:** (no additional documentation required)

– Item Number(s): Not Applicable
No Restricted Funds

- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.

OUSD Family, School, and Community Partnerships Department, Behavioral Health Unit, supports the implementation and expansion of a multi-tiered framework of Positive Behavioral Supports in dozens of OUSD VRP schools. Professional development and coaching are essential to ensure that systems of behavioral support are high quality, integrated with instruction, and culturally responsive. NWPBIS is a national leader in the provision of training and technical assistance for PBIS implementation. This contract supports quarterly training and ongoing coaching of five district-level PBIS coaches and all participating school site teams.



ContractsOnline: Contract Waiver Summary

Site Number-Name: 922-Behavioral Health

Principal / Department Head: BARBARA MCCLUNG

Contractor Name: Lori Lynass

Business Name: Northwest PBIS Network

Contract Type: Standard

Anticipated Start Date: 08/26/2013

Contract End Date: 06/30/2014

Rate Type: FLAT

Contract Amount: \$20,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 02/25/2014

Fingerprint Waiver Status: Approved

Approval Date: 02/28/2014

TB Test Waiver Status: Approved

Approval Date: 02/28/2014



NorthWest PBIS Network Inc.
www.pbisnetwork.org
Fact Sheet



Safe and Effective Schools for ALL Children

Mission: Supporting educators, families, and community members to implement and sustain positive, effective and culturally inclusive environments to achieve social and academic success for ALL children and youth.

History: NWPBISN began in 1998 as a volunteer network and became a 501(c)(3) nonprofit organization in 2008. Our network reaches throughout the Northwest and includes, Washington, Oregon, Idaho, Montana, and Alaska.

Services: Our core programs include:

- Two annual conferences that provide over 2,000 attendees from schools, early childhood programs, and community organizations with information about evidence-based practices in positive behavior interventions and supports, equity, anti-bullying programs, early childhood education and family support.
- Trainings and onsite supports for schools, education centers and families.
- Webinars and online resources for schools, early childhood centers, families and community organizations.

Impact: Through our services, we see a yearly impact of between 1,500-2,000 adults serving students who are impacted. Those adults then serve thousands of children across the northwest. In 2013 we have partnered with over 25 organizations to better serve youth.

Ways to Help: As a nonprofit entity we rely on the generous support of our donors and volunteers to thrive. You can go to our website to learn more about providing your support through one of our fundraising events or through in-kind donations.

Contact: www.pbisnetwork.org info@pbisnetwork.org 206-658-4307
210 South Hudson Street Seattle WA 98134



AMENDMENT ROUTING FORM

2013-2014

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

1. Contractor and OUSD contract originator reach agreement on modification to original Scope of Work.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work has changed. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**
4. OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist

- Contract amendment packet including Board Memo and Amendment Form
- Amended Scope of work (Be specific as to what additional work is being done by this consultant.)
- A Board Approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (Required) diane.warren@ousd.k12.ca.us

Contractor Information

Contractor Name	Northwest PBIS Network	Agency's Contact	Lori Lynass		
OUSD Vendor ID #	I006185	Title	Officer (Executive)		
Street Address	210 South Hudson Street	City	Seattle,	State	CA Zip 98134
Telephone	(206) 271-5137	Email	execdirector@pbisnetwork.org		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 20,000.00	Original PO Number	P1406124		
Amended Amount	\$ 4,200.00	New Requisition #	R0412121		
New Total Contract Amount	\$ 24,200.00	Start Date	8/26/2013	End Date	06/30/2014
Pay Rate Per Hour (Required)		Number of Hours (Required)			

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
3312	GF-Restr-IDEA	9753312102	5825	\$ 4,200.00
	CEIS		5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Site Administrator or Manager	Name	Barbara McClung	Phone	2731539	Fax	2731501
	Site / Department	922/Family, School, and Community Partnerships					
2.	Signature				Date Approved	5.12.14	
	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Family, Schools, and Community Partnerships						
	Signature				Date Approved	5/12/14	
3.	Regional or Executive Officer						
	Signature				Date Approved		
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature				Date Approved	5-19-14	
5.	Superintendent or Board of Education	Signature on the legal contract					
Legal	Required if not using standard contract	Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number	P1406124		