

Board Office Use: Legislative File Info.	
File ID Number	13-0813
Introduction Date	6/12/13
Enactment Number	13-1043
Enactment Date	6/12/13



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
 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 -
 CPS Initiative _____ Portland _____ MAINE (contractor, City State)
 _____ Programs for Exceptional Children/Psychological Services _____ (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and CPS Initiative. Services to be primarily provided to Programs for Exceptional Children/Psychologi for the period of 03/04/2013 through 06/30/2013.

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

OUSD has been found disproportionate in its representation of African-American students who suspended from school and who are identified as emotionally disturbed under special education criteria. CPS Initiative's services are needed to train teachers/school psychologists/site administrators to implement Dr. Greene's evidence-based model of Solving Problems Collaboratively (as described in his books, Lost at School and The Explosive Child) that has been found to improve both teacher and student capacity to manage challenging behaviors, which reduces potential special education referrals and exclusionary discipline practices for challenging behaviors.

Discussion
 One paragraph summary of the scope of work.

A contract for services between CPS Initiative, Portland, Maine, for the latter to provide certificated staff (administrator/teachers/psychologist/coordinator) 24 hours of direct teleconference training and coaching in Dr. Greene's model of solving problems collaboratively (as described in his books, Lost at School and the Explosive Child) and 72 hours review of recorded solving problems collaboratively practice sessions for each of 4 sites (Futures and Sequoia Elementary Schools, Frick Middle School, and Psychological Services Department) for a total of 384 hours, through the period 3/4/2013 to 6/30/2013 in an amount not to exceed \$38,400.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and CPS Initiative. Services to be primarily provided to Programs for Exceptional Children/Psycholog for the period of 03/04/2013 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) IDEA, Coordinated Early Intervening Services not to exceed \$ 38,400.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and CPS Initiative (CONTRACTOR). 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:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 03/04/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed THIRTY-EIGHT THOUSAND FOUR HUNDRED Dollars (\$38,400.00). 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: none.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the 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.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* computers, telephones, & digital recording devices which shall not exceed a total cost of \$ 0.00.
- 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.

- 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: Valerie Lopes
Site /Dept.: Programs for Exceptional Children/Psychological Ser
Address: 2850 West Street
Oakland, CA
Phone: 874-3718

CONTRACTOR:

Name: CPS Initiative
Title: _____
Address: PO Box 15353
Portland MAINE 04112
Phone: (207) 518-9135

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. 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.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **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.

10. Insurance:

1. Commercial General Liability Insurance: 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.

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

Professional Services Contract

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

13. **Anti-Discrimination** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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

14. **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 drugs on these sites

15. **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.

16. **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 matters 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, compilation 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-CONTRACTOR 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

17. **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

18. **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

19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 2, which include:

1. **Tuberculosis Screening**

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 contact with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: _____

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **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.

21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors** OUSD may evaluate the 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)

Professional Services Contract

- 22 **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.
- 23 **Confidentiality** The 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 access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24 **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.
- 25 **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.
- 26 **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.
- 27 **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
- 28 **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.
- 29 **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.
- 30 **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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.epis.gov/epis/search.do>)

Summary of terms and compensation:

Anticipated start date: 03/04/2013 Work shall be completed by: 06/20/2013 Total Fee: \$ 38,400.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

[Signature]
Secretary, Board of Education

6/13/13
Date

6/13/13
Date

CONTRACTOR

[Signature]
Contractor Signature

7-2373
Date

CPS Initiative: Ross W Greene, PhD
Print Name, Title

File ID Number: 13-6873
Introduction Date: 6/12/13
Enactment Number: 13-1043
Enactment Date: 6/12/13
By: EA

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.

A contract for services between CPS Initiative, Portland, Maine, for the latter to provide certificated staff (administrator/teachers/psychologist/coordinator) 24 hours of direct teleconference training and coaching in Dr. Greene's model of solving problems collaboratively (as described in his books, Lost at School and the Explosive Child) and 72 hours review of recorded solving problems collaboratively practice sessions for each of 4 sites (Futures and Sequoia Elementary Schools, Frick Middle School, and Psychological Services Department) for a total of 384 hours, through the period 3/4/2013 to 6/30/2013 in an amount not to exceed \$38,400.00.

SCOPE OF WORK

CPS Initiative will provide a maximum of 384.00 hours of services at a rate of \$ 100.00 per hour for a total not to exceed \$38,400.00. Services are anticipated to begin on 03/04/2013 and end on 06/30/2013.

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.

CPS Initiative trainer will provide, via teleconferencing, certificated staff at each of four sites (Futures ES, Frick Middle School, Sequoia ES and Psychological Services Department) 24 hours of direct instruction and coaching in the process of solving problems collaboratively (as described in Dr. Ross Greene's books Lost at School and Treating the Explosive Child), along with 72 hours of review/analysis of recorded problem solving collaboratively practice sessions, for a total of 384 hours. By the completion of training, OUSD site staff will be able to competently utilize Dr. Greene's solving problems collaboratively model (as described in his books Lost at School and Treating the Explosive Child) to manage challenging student behaviors and facilitate in students the development of adaptive behaviors that will enable them to more consistently access general education instruction, as well as flexibly solve problems in the learning environment. School psychologists will will receive advanced training in the model of solving problems collaboratively (as described in Dr. Greene's books Lost at School and Treating the Explosive Child), which will lead to certification that will enable them to conduct professional development training in the process of problem solving collaboratively (as presented in Dr. Greene's books Lost at School and Treating the Explosive Child) for school site staff across the district.

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.

As an outcome of training in solving problems collaboratively (as presented in Dr. Greene's books Lost at School and Treating the Explosive Child), 48 teachers teachers, 5 school administrators, and 13 School psychologists will be able to:

- a) articulate the premises and steps of the steps of the problem solving solving collaboratively process
- a) facilitate a site assessment meeting to help analyze and specify students' lagging skills and unsolved problems
- b) demonstrate the ability to complete the "Assessment of Lagging Skills and Unsolved Problems"
- c) Identify 3 common methods of dealing with challenging student behaviors along with their strengths/weaknesses and utility in different conditions
- d) effectively facilitate a collaborative discussion with students to build their repertoire of skills in the areas of emotional/behavioral regulation and problem solving
- e) more efficaciously manage challenging student behaviors

These skills are being trained toward the internal goal of developing a complement Tier 1 and Tier 2 RTI Intervention strategies that result in 30% fewer students being qualified for services under the criteria for ED and a 50% reduction in student suspensions.

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 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 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.
-

Search Results

Current Search Terms: CPS* initiative*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.863.20130412-1616



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	CPS Initiative		
Originator Name	Valerie Lopes	Site or Department	Psychological Services/PEC
Which sites or locations will the contractor be working at?		consultation services provided off-site via teleconferencing	
TB Clearance Requirement			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
How is this contractor going to meet the TB clearance requirement?			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input type="checkbox"/>	

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]		
<p>CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))</p>		
OUSD Representative's Name	Valerie Lopes	Title Coordinator, Psych Service/PEC
OUSD Representative's Signature	<i>Valerie Lopes</i>	Date 3-4-13

Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)	
Approver Name	Title
Approver Signature	Date
Reason for Approval:	

OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

Directions

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Information for Consultants." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have NO interaction with students.

Steps:

1. OUSD Contract Originator completes request form
2. OUSD Contract Originator submits request form and **copy of contract** with Scope of Work to Risk Management at 1025 2nd Avenue, Room 115A or email cynthia.grice@ousd.k12.ca.us.
3. Risk Management considers request and returns form within 7 business days to OUSD Contract Originator
4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

Contractor Name	CPS Initiative	Contract Amount	\$ 38,400.00
OUSD Originator Name	Valerie Lopes	Site / Department	PEC/ Psychological Services

Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?

The services will be provided to certificated staff off-site via teleconference. There will be no on-site interactions with students or staff.

Signature of Contract Originator Requesting Waiver

If submitted via email, type name and send from principal or manager's email account.

OUSD Principal or Manager

Valerie Lopes

Date 3-7-13

Risk Management

Approved: Based on the scope of work provided, I approve the following adjustment to the General Liability Insurance requirement for this contract:

Reduced Requirement : \$ _____ Waiver of General Liability Insurance Requirement

Reason for reduction or waiver: _____

Denied: Unfortunately, this contract does not qualify for a reduction or waiver

Denial Reason: _____

Signature

Date

CPSInitiative

Home
 Why Solve Problems
 Collaboratively?
**Consultation and
 Training**
 CPS Store
 Free Resources
 Workshops
 Contact

Select Language

You have [0 item\(s\)](#)
 in your cart.



Consultation and Training

TRAINING TAILORED TO YOUR SCHOOL OR TREATMENT FACILITY

Many general and special education schools, inpatient psychiatry units, therapeutic group homes, and residential and juvenile detention facilities still rely on discipline programs and models of care that emphasize punitive, consequence-based interventions. Leaders and staff in many of these institutions already know that such programs aren't meeting the needs of the kids they serve, but aren't sure what to do instead.

Dr. Greene's approach has been implemented in countless schools and treatment facilities, and the positive outcomes facilitated by this model of care are well-established and empirically supported. In schools, the model has been shown to be an effective means of reducing discipline referrals, detentions, and suspensions. In restrictive therapeutic facilities, the approach has been shown to be highly effective at dramatically reducing or eliminating the use of physical, chemical, and mechanical restraint, locked-door seclusion, staff and resident injuries, and (in juvenile detention facilities) rates of recidivism.

But transforming the institutional culture and discipline or treatment program in schools and treatment facilities is no easy undertaking. Such transformations can be tumultuous, scary, and unsettling for staff, often lay bare pre-existing problems with communication and continuity of care, and therefore require careful thought and strategic planning.

If your facility is new to the approach, we'll take the time to understand your facility and to tailor our consultation services to your specific needs. Our staff has helped many schools and treatment facilities, large and small, make the transition to solving problems collaboratively. If you've already been trying to implement Dr. Greene's model in your facility and need help with any of the various logistical, institutional, and practical issues that can get in the way, CPSInitiative can provide a one-hour "tune-up" consultation to get you back on track. All our consultation services are provided with Dr. Greene's oversight.

If you're ready to explore the possibilities, we'd be delighted to learn more about your facility and its needs. Just click [here](#) to schedule a phone consultation.

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CPSInitiative

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Consultation and Training

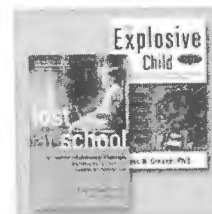
Is your school ready to move from rubrics, discipline referrals, detentions, and suspensions to solving problems collaboratively with students? Does your treatment facility need to shift from point systems, restraint, and seclusion to a more compassionate, effective model of care? **CPSInitiative** provides the consultation and training you need to get over the hurdles.

[Learn more.](#)



It's not punitive. It's not adversarial. It's collaborative. And it works.

The approach developed by **Dr. Ross Greene** -- as described in his books *The Explosive Child* and *Lost at School* -- helps caregivers understand and help behaviorally challenging kids in ways that are collaborative, proactive, compassionate and effective. If you need help learning about or implementing the approach, **CPSInitiative** is at the ready, through consultation services overseen by Dr. Greene and through his books, DVDs, and CDs. (If you're new to the approach, his non-profit, *Lives in the Balance*, is also a very good place to get started.)



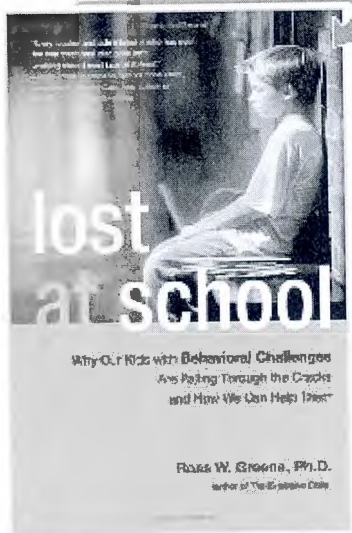
CPS Store

Whether you're a parent, educator, mental health clinician, or staff member in a restrictive therapeutic facility, there are resources to help you learn about and implement Dr. Greene's approach. Visit the **CPS Store** to see what's available...and what's coming down the pike.

[Learn more.](#)

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Book Description

Release date: **October 20, 2009**

From a distinguished clinician, pioneer in working with behaviorally challenging kids, and author of the acclaimed *The Explosive Child* comes a groundbreaking approach for understanding and helping these kids and transforming school discipline.

Frequent visits to the principal's office. Detentions. Suspensions. Expulsions. These are the established tools of school discipline for kids who don't abide by school rules, have a hard time getting along with other kids, don't seem to respect authority, don't seem interested in learning, and are disrupting the learning of their classmates. But there's a big problem with these strategies: They are ineffective for most of the students to whom they are applied.

It's time for a change in course.

Here, Dr. Ross W. Greene presents an enlightened, clear-cut, and practical alternative. Relying on research from the neurosciences, Dr. Greene offers a new conceptual framework for understanding the difficulties of kids with behavioral challenges and explains why traditional discipline isn't effective at addressing these difficulties. Emphasizing the revolutionarily simple and positive notion that *kids do well if they can*, he persuasively argues that kids with behavioral challenges are not attention-seeking, manipulative, limit-testing, coercive, or unmotivated, but that they lack the skills to behave adaptively. And when adults recognize the true factors underlying difficult behavior and teach kids the skills in increments they can handle, the results are astounding: The kids overcome their obstacles; the frustration of teachers, parents, and classmates diminishes; and the well-being and learning of all students are enhanced.

In *Lost at School*, Dr. Greene describes how his road-tested, evidence-based approach -- called Collaborative Problem Solving -- can help challenging kids at school.

His lively, compelling narrative includes:

- tools to identify the triggers and lagging skills underlying challenging behavior.
- explicit guidance on how to radically improve interactions with challenging kids -- along with many examples showing how it's done.
- dialogues, Q & A's, and the story, which runs through the book, of one child and his teachers, parents, and school.
- practical guidance for successful planning and collaboration among teachers, parents, administrations, and kids.

Backed by years of experience and research, and written with a powerful sense of hope and achievable change, *Lost at School* gives teachers and parents the realistic strategies and information to impact the classroom experience of every challenging kid.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input checked="" type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) valerie.lopes@ousd.k12.ca.us

Contractor Information

Contractor Name	CPS Initiative	Agency's Contact	Ross Greene			
OUSD Vendor ID #	I005985	Title	PhD			
Street Address	PO Box 15353	City	Portland	State	MAINE	Zip 04112
Telephone	(207) 518-9135	Email (required)	drrossgreene@gmail.com			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	03/04/2013	Date work will end	06/30/2013	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 100.00	Number of Hours (required)	384.00		

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	IDEA, Early Interv	9753312101	5825	\$ 38,400.00
			5825	\$
			5825	\$
Requisition No. (required) R0314658			Total Contract Amount	\$ 38,400.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

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

1.	Administrator / Manager (Originator)	Name	Valerie Lopes	Phone	874-3718
	Site / Department	Programs for Exceptional Children/Psychological Services		Fax	874-3716
	Signature	<i>Valerie Lopes</i>		Date Approved	3-7-13
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
4.	Signature	<i>Maria Santos</i>		Date Approved	5-23-2013
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason		Date
Procurement	Date Received	PO Number		P1311859	

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