

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SANTA CLARA COUNTY OFFICE OF EDUCATION POSITIVE BEHAVIORAL INTERVENTIONS AND  
SUPPORTS TECHNICAL ASSISTANCE CENTER  
AND  
MILPITAS UNIFIED SCHOOL DISTRICT (MUSD)**

Santa Clara County Office of Education (SCCOE) Positive Behavioral Interventions and Supports Technical Assistance Center (Consultant) and Milpitas Unified School District (District) agree to 2020-21 PBIS Cohort Team Trainings and supplementary professional learning and technical assistance events and activities. Activities related to training as well as the terms and conditions for this collaboration are described below.

School(s)	Training	Cost
<ul style="list-style-type: none"> <li>• Rancho Middle School</li> </ul>	PBIS Year 2 <ul style="list-style-type: none"> <li>• Tier 2</li> <li>• TIPS</li> <li>• Classroom Systems</li> <li>• CICO</li> </ul>	\$4,250 (1) = \$4,250.00
<ul style="list-style-type: none"> <li>• Sinnott Elementary</li> </ul>	PBIS Year 2 CICO PBIS Year 3 <ul style="list-style-type: none"> <li>• Tier 2</li> <li>• CICO</li> <li>• Intervention Teaming</li> </ul>	\$4,250 (1) = \$4,250.00
<ul style="list-style-type: none"> <li>• Burnett Elementary</li> <li>• Rose Elementary</li> <li>• Zanker Elementary</li> </ul>	PBIS Year 3 <ul style="list-style-type: none"> <li>• Tier 2 &amp; Tier 3</li> <li>• Function Based Thinking</li> <li>• Intervention planning</li> </ul>	\$4,250 (3) = \$12,750.00
<b>Total Cost</b>		<b>\$21,250.00</b>

**I. TERMS OF MOU**

- a. This agreement shall commence on July 1, 2020 and shall end on June 30, 2021.

**II. RESPONSIBILITIES**

**A. The School District shall:**

1. The District will work collaboratively with the Consultant to provide PBIS Tier 2 and Tier 3 trainings and PBIS coaching support to the District PBIS Coach/Coordinator and school sites participating in PBIS trainings and implementation.
2. The District and school sites participating in Year 2 trainings will:

- Attend the Team Initiated Problem Solving (TIPS) training consisting of one session. Teams will learn how to effectively organize and facilitate team meetings using TIPS as a common practice for implementing databased decision-making.
  - Implement the TIPS process and evaluate the team meeting process in the school to run effective, efficient data-driven meetings through self-assessments and observation tools.
  - District PBIS Coach will work with Consultant on evaluating school sites to assess readiness of school teams for Tier 2 trainings using the Tiered Fidelity Inventory (TFI) and Self-Assessment Survey (SAS).
  - Attend Tier 2 training to develop a Check In/Check Out (CICO) system that can be monitored through the collection and evaluation of products via the CICO Handbook (a portion of the school PBIS Handbook) and self-assessment measures can be completed to monitor development of materials.
  - School teams will also complete a self-assessment – the Team Implementation Checklist and/or the Tiered Fidelity Inventory (TFI) – between trainings as a measure of the effectiveness of training to support implementation.
  - Sustained implementation of Tier 1 and Tier 2 interventions will continue to be assessed through assessments (TFI and SAS). These scores will provide information regarding specific and differentiated training needs, fidelity of implementation and development of annual action plans. A TFI scale score of 70% at Tier 1 is required for school site intervention teams to move forward with Tier 2/CICO training. School sites that are unable to assess, or score below the benchmark of 70% will be provided with additional Tier 1 team training and move to training for intervention teams at Tier 2/CICO the following school-year.
  - Teams who score below the 70% benchmark on their TFI will be on an adjusted scope and sequence wherein teams will begin the year in Tier 2 – Check In Check Out and transition mid-year to Tier 3 training and support. These schools can anticipate and additional half year of training in the following year in order to complete the full training sequence.
3. The District and school sites participating in Year 3 Trainings will:
- Attend Data Teaming Training consisting of one training session to use student outcome and implementation fidelity data in data-based decision making, problem solving, and progress monitoring for group and individual student interventions and supports.
  - District PBIS Coach will work with consultant on evaluating school sites to assess readiness of school teams for Tier 3 Trainings.
  - Attend Tier 3 training to evaluate knowledge in identifying function-based intervention to assess skills and the need for continuing training for school site staff. Training in the continuum of Tier 2 and Tier 3 interventions and Function Based Support approach.
  - Sustained implementation of Tier 1 and Tier 2 interventions will continue to be assessed through assessments (TFI and SAS). These scores will provide information regarding specific training needs and fidelity of implementation.
4. The District will work collaboratively with the Consultant to provide Tier 3 trainings and PBIS coaching support to the District PBIS Coach/Coordinator and school sites participating in PBIS trainings and implementation.

5. The District will grant permission to SCCOE to have access to data stored in this district's account on the PBIS Evaluation website ([www.pbisapps.org](http://www.pbisapps.org)). Access and reports will be provided to SCCOE on a district level and school level. Access encompasses all information stored in the SWIS and PBIS surveys found at [www.pbisapps.org](http://www.pbisapps.org) at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential.

**B. SCCOE Positive Behavior Interventions and Supports Technical Assistance Center (SCCOE PBIS TAC) shall provide:**

Positive Behavioral Interventions and Support (PBIS) is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors.

**1. Year 2 Trainings – (1) school site**

- Tier 1 – Team Initiated Problem Solving (TIPS) and Tier 2 Readiness
  - TIPS Meeting Foundations
  - Tier 2 Readiness and Tier 2 PBIS assessments
  - PBIS Classroom Systems
  - TIPS Data Drill Down and Problem Solving
- Tier 2 – Secondary PBIS Team Training
  - Check In Check Out (CICO) Foundations
  - CICO Implementation and handbook, Tier 2 data systems

**2. Year 2 CICO Trainings - (1) school site**

- Tier 2 – Secondary PBIS Team Training
  - Check In Check Out (CICO) Foundations
  - CICO Implementation and handbook, Tier 2 data systems
- Tier 2 – Data Teaming Training
  - Using data-based decision making, problem solving, and progress monitoring for group and individual student interventions and supports.

**3. Year 3 Trainings – (3) school sites**

- Tier 2 – Data Teaming Training
  - Using data-based decision making, problem solving, and progress monitoring for group and individual student interventions and supports.
- Tier 3 – Tertiary PBIS Team Training on the continuum of Tier 2 and Tier 3 interventions and Function Based Support Approach
  - Re-design and improvement of learning and teach environments
  - Interventions, processes, and systems of Tier 2 and 3 interventions
  - Develop and implement a function-based approach to addressing behavior and how behavior supports are used in successful PBIS implementation.

**4. PBIS Coaches Workshop and Network** consisting of a series of networking sessions throughout the year to build local capacity within districts for successful PBIS implementation. PBIS Coaches/Coordinators will collaborate on strategies and solutions to on-going implementation needs, and share resources and the latest PBIS tools. Discussions vary in topics, including:

- Coaching, Training, and Coordination
- Monitoring the district action plan
- Providing on-going PBIS professional development

- Calibration of PBIS evaluation and assessment tools
5. **District Leadership Team Meeting** is held annually and assists district leadership in:
    - Effective implementation and evaluation
    - Building District training capacity and sustainability efforts of PBIS
    - Resource allocation
    - Policy development
  6. **Access to PBIS Evaluations** will be provided to the district. SCCOE will be granted access to data stored in this district's account on the PBIS Evaluation website ([www.pbisapps.org](http://www.pbisapps.org)) by the district in order to access reports on a district level and school level. Access encompasses all information stored in SWIS and PBIS surveys found at [www.pbisapps.org](http://www.pbisapps.org) at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential.
  7. **Technical Assistance** providing coaching and building district capacity in order to sustain PBIS implementation and efforts.
    - Provide timely technical assistance and coaching supports.
    - Customize trainings to meet needs of the school district and school sites working alongside with District PBIS Coordinator/Trainer and/or PBIS Coach.

### III. COMPENSATION

- A. The term of this MOU will be one year, beginning on July 1, 2020 and extending until June 30, 2021.
- B. Milpitas Unified School District shall pay SCCOE PBIS TAC for each of the above items, **total not to exceed \$21,250.00** by due date.
- C. Milpitas Unified School District shall make payment within 30 days of receiving each invoice.
- D. This MOU may be terminated by either the district or COE at any time prior to the date of expiration if such a decision is reported to the other signatory by written notice three (3) months in advance.
- E. During the time MOU is in effect, the parties may amend the terms of the MOU to improve the effectiveness of the district implementation of Corrective Action 6 and the county technical assistance. The amendments shall be in writing.
- F. Unless otherwise stipulated, any amendments to this MOU will take effect when signed by Milpitas Unified School District and Santa Clara COE.
- G. The COE will invoice for all services provided as outlined within the MOU regardless of district and school site personnel attendance.

### IV. INSURANCE/HOLD HARMLESS

- A. Insurance: SCCOE and District shall maintain a certificate of insurance in the business office of each respective office.
- B. Indemnity: SCCOE and District shall each hold one another harmless from and against any and all claims arising from the work performed herein.

**V. APPROVALS**

This agreement shall become effective upon its approval by the undersigned.

<b>DISTRICT</b>		<b>SCCOE</b>	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	

**SCCOE USE ONLY:**

Initiator: \_\_\_\_\_

Manager/Director: \_\_\_\_\_

Chief: \_\_\_\_\_