

**LOS ANGELES COUNTY OFFICE OF EDUCATION POSITIVE
BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS)
CONSULTING AND TRAINING SERVICES
2021-2022 SCHOOL YEAR**

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and **South Whittier School District**, hereinafter referred to as "LEA," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE's Division of Student Support Services provides a variety of services for school districts within the County of Los Angeles. LEA has requested that LACOE provide Positive Behavior Interventions and Supports (PBIS) consulting and training to District leadership teams, site administrators and coaches as specified in Exhibit A-PBIS Training Scope and Sequence and Service Option selected by the LEA. Service Options to be provided are contained in Attachment 1 and/or Attachment 2, attached hereto, incorporated herein, and made a part hereof. LEA will provide LACOE with a list of all participating schools and notify LACOE if any changes occur. LEA will register workshops via LACOE's Organization Management System (OMS). All work shall be coordinated with LACOE's project director, Sheari Taylor.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective upon full execution and shall be in effect from July 1, 2021, through June 30, 2022. The Contract may be terminated at LACOE's convenience upon written notification.

3. REVISING SERVICE OPTION

Both parties understand that during the fiscal year, revisions may be made to the **Attachments**. In these instances, LACOE shall issue to LEA a revised **Attachment** to reflect those changes which shall be signed, dated and returned by LEA.

4. COST AND PAYMENT

This Contract contains detailed costs on **Attachment 1 and/or Attachment 2**. LEA shall make payment to LACOE within thirty (30) days of receipt of invoice.

5. ASSIGNMENT

LEA shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void.

6. INDEMNIFICATION

LEA agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the LEA from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from

or is connected with the sole negligence or error or omission of the LEA. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

1. INSURANCE

LEA and LACOE shall take out and maintain such general liability, property damage, and workers' compensation insurance as is required to protect their interests, which insurance shall be primary insurance, contributing with and not supplemental to, the coverage that the other party may carry; and, upon request, each party shall provide the other party a certificate of insurance, along with originals of endorsements naming the other party as additional insured.

2. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of the LEA. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the LEA.

3. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

4. SEVERABILITY/WAIVER

- a. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- b. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

5. COVENANT AGAINST CONTINGENT FEES

District/Public Agency warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District/Public Agency for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

6. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District/Public Agency, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

7. TUBERCULOSIS TESTING

Contracting Entity's employees and/or employees of subcontractors must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

8. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

9. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

1. FAILURE TO COMPLY

In the event LEA fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

2. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

3. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

4. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:
Contracts Unit
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW-133
Downey, CA 90242-2890

LEA:
Mailing Address is LEA's School or District Office
Attn: Assistant Superintendent/CFO

5. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

6. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits or attachments of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

7. COMPLIANCE WITH LAW

LEA shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. LEA warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

8. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or

omissions, and to the extent that they are beyond the party's reasonable control.

9. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agree to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

10. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

11. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

12. RECORD RETENTION AND INSPECTION

LEA agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by LEA and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

13. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and marijuana products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and marijuana products at any time in Los Angeles County Office of Education-owned or leased buildings, on LACOE property and in LACOE vehicles.

14. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District/Public Agency will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, LEA certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- b. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 35.2 above, of this certification; and,
- d. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

1. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

LEA
School/District Name:

South Whittier School District

By: _____
Terri Lyttaker
Controller

By: _____
Dr. Gary Gonzales

Typed or Printed Name

Title: Superintendent

Date: _____
ROC 3/1/21

Date: _____

After signature is secured and contract is executed, please return the following:

- A. Signature Page 5 (this page).**
- B. Completed and signed Attachment 1 and/or Attachment 2.**

Please send via email to:

pbis@lacoed.edu

EXHIBIT A- PBIS TRAINING SCOPE AND SEQUENCE

Tier I	Tier II	Tier III
<p>YEAR 1 TRAINING – STRAND J</p> <p>District Leadership Team:</p> <ul style="list-style-type: none"> Awareness Training <p>Site Tier I Team: 3 Sessions – TFI 1.1-1.15</p> <ul style="list-style-type: none"> Teams Statement of Purpose Schoolwide / Classroom Behavior Matrix Data Action Planning <p>Site Administrator & Coach: Coaching & Leadership</p> <ul style="list-style-type: none"> Implementation Tools & Resources Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> Districtwide Implementation Support <p><i>Unlimited Consultation and Technical Assistance</i></p>	<p>YEAR 1 TRAINING – STRAND G</p> <p>Site Tier II Team: 3 Sessions – TFI 2.1-2.13</p> <ul style="list-style-type: none"> CICO Decision Rules CICO System Build, DPR CICO Usage Levels <p>Site Administrator & Coach: Coaching & Leadership</p> <ul style="list-style-type: none"> Implementation Tools & Resources Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> Districtwide Implementation Support <p><i>Unlimited Consultation and Technical Assistance</i></p>	<p>YEAR 1 TRAINING – STRAND D</p> <p>Site Tier III Team: 3 Sessions – TFI 3.1-3.17</p> <ul style="list-style-type: none"> Tier III Overview & ABCs of Behavior FBA/ Competing Behavior Pathway (Continuum) Writing Brief FBA & BIP <p>Site Administrator & Coach: Coaching & Leadership</p> <ul style="list-style-type: none"> Implementation Tools & Resources Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> Districtwide Implementation Support <p><i>Unlimited Consultation and Technical Assistance</i></p>
<p>YEAR 2 TRAINING – STRAND I</p> <p>PBIS Site Tier I Team: 3 Sessions – TFI 1.1-1.15</p> <ul style="list-style-type: none"> Positive & Supportive Classroom Management Culturally Responsive Schools & Enhancing Equity Building Family Partnerships <p>Site Administrator & Coach: Coaching & Leadership</p> <ul style="list-style-type: none"> Implementation Tools & Resources Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> Districtwide Implementation Support <p><i>Unlimited Consultation and Technical Assistance</i></p>	<p>YEAR 2 TRAINING – STRAND E</p> <p>Site Tier II Team: 3 Sessions – TFI 2.1-2.13</p> <ul style="list-style-type: none"> CICO Identifications & Layering SAIG Progress Monitoring ABCs / Function of Behavior, Readiness for Tier III <p>Site Administrator & Coach: Coaching & Leadership</p> <ul style="list-style-type: none"> Implementation Tools & Resources Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> Districtwide Implementation Support <p><i>Unlimited Consultation and Technical Assistance</i></p>	<p>YEAR 2 TRAINING – STRAND C</p> <p>Site Tier III Team: 3 Sessions – TFI 3.1-3.17</p> <ul style="list-style-type: none"> FBA / Behavior Intervention Plan (BIP) Fluency of Behavior Intervention Plan Family Group Decision Making <p>Site Administrator & Coach: Coaching & Leadership</p> <ul style="list-style-type: none"> Implementation Tools & Resources Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> Districtwide Implementation Support <p><i>Unlimited Consultation and Technical Assistance</i></p>
<p>YEAR 3 TRAINING – STRAND H</p> <p>PBIS Site Tier I Team: 3 Sessions – TFI 1.1-1.15</p> <ul style="list-style-type: none"> Social Emotional Learning Trauma Informed Care Bullying-Behavior Prevention & Restorative Practices Readiness for Tier II <p>Site Administrator & Coach: Coaching & Leadership</p> <ul style="list-style-type: none"> Implementation Tools & Resources Systems Change <p>District Coach: District Coaches Network 3 Sessions</p> <ul style="list-style-type: none"> Districtwide Implementation Support <p><i>Unlimited Consultation and Technical Assistance</i></p>	<p>Annually - \$4500 per school</p> <p>Customized Trainings by Topic</p> <p>PBIS: A Multi-Tiered System of Support</p> <p>Social Emotional Learning</p> <p>Trauma Informed Practices</p> <p>Restorative Practices</p> <p>Enhancing Equity: Challenging Implicit Bias</p> <p>PBIS in a Virtual World</p> <p>Culturally Responsive Schools/Classrooms</p> <p>Classroom Management in a Virtual World</p> <hr/> <p>Customized Topic Events</p> <p>Custom Contracts Negotiable</p> <p><i>Trainings available upon request, or please visit our website at www.LACOE.edu</i></p>	<p>PBIS provides a Multi-Tiered System of Support (MTSS) for school sites to organize evidence-based behavioral interventions into an integrated continuum that enhances academic, social emotional, and behavioral outcomes for all students.</p>

2021–2022 PBIS Training Scope and Sequence

All Trainings are aligned to the SWPBIS Tiered Fidelity Inventory (TFI) version 2.1

**LOS ANGELES COUNTY OFFICE OF EDUCATION POSITIVE
BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS)
CONSULTING AND TRAINING SERVICES
2021-2022 SCHOOL YEAR
Service Options Attachment 1**

Positive Behavior Interventions and Supports (PBIS) is a multi-tiered system of supports (MTSS) for school sites to organize evidence based behavioral interventions into an integrated continuum that enhances academic and social behavior outcomes for all students.

The premise of PBIS is that continual teaching, modeling, recognizing, and reinforcing of positive student behavior will reduce unnecessary discipline and promote a positive climate of greater productivity, safety, and learning. PBIS schools apply a multi-tiered approach to prevention, using disciplinary data and principles of behavior analysis to develop school-wide, targeted, and individualized interventions and supports to improve school climate.

1. LEA/ORGANIZATION (please type or print):

South Whittier School District

2. LACOE- ASSIGNED CONTRACT #: C-20893:21:22

3. SERVICE OPTION (please select Option A or B):

Multimedia Services membership is available to LEA Members with pricing based on a per student formula by school site and is the standard academic discounted pricing as reflected on your custom quote.

A. Strands A through I Trainings: Cost \$4,500.00 per school per year

 H (type selected Training Strand)

 7 (type number of schools participating)

B. Customized Presentation: (A quote for customized presentation will be provided as Attachment 2.)

4. FISCAL YEAR COVERED UNDER THIS ATTACHMENT: 2021-2022

5. LIST OF PARTICIPATING SCHOOLS & CONTACTS:

Please provide a school site contact for each LEA school in the categories below. The role of this contact is to provide current staff list information so we may update accounts, coordinate workshops, distribute information about special opportunities, etc. **If this contract is for more than three schools, please attach a separate list providing one contact per school site.**

<u>SCHOOL</u>	<u>CONTACT NAME</u>	<u>PHONE NUMBER</u>	<u>EMAIL</u>
1. District Office	Martha Rojas/Rebecca Rodriguez	562-944-6231	mrojas@swhittier.net
2. <u>Carmela Elementary</u>	<u>Karina Hartl, Principal</u>	<u>562-941-2132</u>	<u>khartl@swhittier.net</u>
3. Lake Marie Elementary	Lisa Palomino, Principal	562-944-0208	lpalomino@swhittier.net
4. Loma Vista Elementary	Kristine Carreon, Principal	562-941-4712	kcarreon@swhittier.net
5. Los Altos Elementary	Genevieve Silebi, Principal	562-941-3711	gsilebi@swhittier.net
6. Howard J McKibben Elem.	Janette Tyrone, Principal	562-944-9878	jtyrone@swhittier.net
7. Graves Middle School	Dr. Trena Salcedo-Gonzalez, Principal	562-944-0135	tgonzalez@swhittier.net

1. MEMBER LIAISON:

Please provide the name of LEA/ school-site person to whom all contract-related correspondence is sent. This person is often the contract's signatory, but may be a designee.

Name: Martha Mestanza-Rojas / Rebecca Rodriguez

Title: Associate Superintendent Educational Services

Phone: 562-944-6231 Ext. 2008

Email: mrojas@swhittier.net

FAX: 562-944-3651

Street Address: 11200 Telechron Ave.

City, State, Zip: Whittier, CA 90605

Authorized School/District Administrator Signature
Dr. Gary Gonzales

Date

Terri Lyttaker, Controller

Date

**LOS ANGELES COUNTY OFFICE OF EDUCATION POSITIVE
BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS)
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2021-2022 SCHOOL YEAR
Quote for Customized Presentation, Attachment 2**

LACOE- ASSIGNED CONTRACT #: C-20893:21:22

1. Description of Training

N/A

2. Breakdown of Fees and Total Cost

\$ _____

\$ _____

\$ _____

TOTAL AMOUNT \$ _____

3. LIST OF PARTICIPATING SCHOOLS & CONTACTS:

Please provide a school site contact for each LEA school in the categories below. The role of this contact is to provide current staff list information so we may update accounts, coordinate workshops, distribute information about special opportunities, etc. **If this contract is for more than three schools, please attach a separate list providing one contact per school site.**

<u>SCHOOL</u>	<u>CONTACT NAME</u>	<u>PHONE NUMBER</u>	<u>EMAIL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Authorized School/District Administrator Signature

Date

Terri Lyttaker, Controller

Date