

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

THIS AGREEMENT, entered into this 25th day of July, 2016, by and between Lemoore Union High School District hereinafter referred to as "District," and California Technical Assistance Center on PBIS, Inc., 60935 Living Stone Dr. La Quinta, Ca. 92253 hereinafter referred to as "Contractor." District and Contractor shall be collectively referred to as the "Parties."

Purpose of the Agreement

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

WHEREAS, DISTRICT is in need of such special services and advice for the provision of Positive Behavioral Interventions and Supports (PBIS) Training to DISTRICT'S employees; and

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

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

THEREFORE, it is mutually agreed as follows:

1. **TERM.** September, 2016-April, 2017 CONTRACTOR shall commence providing services under this Agreement on September 1, 2016 and will diligently perform as required and complete performance by, March 10, 2017, subject to termination as set forth in this Agreement. This Agreement shall be void unless approved by necessary Administrators of District and Contractor.

Tier II Team Training Dates: 9.1.16; 10.3.16; 11.16.16; 3.6.17;

Tier II Coaches Training Dates: 10.6.16 & 3.10.17

2. **SCOPE OF WORK.** DISTRICT hereby engages CONTRACTOR as an independent contractor to perform the following described work and CONTRACTOR hereby agrees to perform said work upon the terms and conditions set forth and at a location arranged by DISTRICT. CONTRACTOR and its' experts shall meet all specifications of required training conditions in developing the internal capacity for scaling up and sustaining PBIS as an evidence-based practice. (See Exhibit A-Proposal)
 - A. Provide Tier II PBIS school-based Team Trainings
 - B. Provide Tier II PBIS Assessment/Evaluation Training
 - C. Provide Tier II and Tier I PBIS consultation and coaching
3. **COMPENSATION.** DISTRICT agrees to pay CONTRACTOR, for services satisfactorily rendered pursuant to this Agreement, for up to but not to exceed \$16,485.00. Reimbursement of reproduction costs for materials incurred by DISTRICT are not included in the total compensation amount. CONTRACTOR is responsible for invoicing DISTRICT biannually in equal installments for services satisfactorily rendered on or before 11.1.16 and 3.10.17. Payments shall be mailed to CalTAC-PBIS, Inc., 60935 Living Stone Dr. La Quinta, Ca. 92253 or at such other place as CONTRACTOR may designate in writing.
4. **INDEPENDENT CONTRACTOR.** CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor. CONTRACTOR, understands and agrees that it and its employees will not be considered officers, employees, or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT and/or to which DISTRICT's employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omission of its employees as they relate to the services to be provided under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contribution, including unemployment insurance, social security, and income taxes, with respect to EMPLOYEES.
5. **ASSIGNMENT.** The obligations of CONTRACTOR pursuant to this Agreement shall not be assigned by the CONTRACTOR without prior written approval of DISTRICT.
6. **HOLD HARMLESS/INDEMNIFICATION.**
 - A. CONTRACTOR agrees to and does hereby indemnify, defend, a hold harmless DISTRICT, its Governing Board, officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts of CONTRACTOR, its officers, agents of employees, including the assigned employees, or the negligent condition of the property used, in the performance of this Agreement.
 - B. DISTRICT agrees to and does hereby indemnify, defend, and hold harmless CONTRACTOR, its Governing Board, officers, agents, and employees including the assigned employees, from any and all liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of negligent acts of omissions of DISTRICT, its officers, agent or employees, or subcontractors, in the performance of this Agreement.

7. NONDISCRIMINATION. CONTRACTOR AND DISTRICT each agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
8. TOBACCO USE POLICY. In the interest of public health, CONTRACTOR, provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in building and vehicles, and on any property owned, leased, or contracted for by the CONTRACTOR. Failure to abide with the conditions of this policy could result in the termination of this Agreement.
9. NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be in writing and given either by (a) personal service, or (b) U.S. Mail, certified, mail, return receipt requested. All notices, claims, correspondence, reports and/or statements shall be addressed as follows:

DISTRICT: Lemoore Union High School District
 5 Powell Ave
 Lemoore, Ca. 93245
 Attention: Victor Rosa

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

10. TERMINATION. Either party may, with or without reason, terminate this Agreement and compensate the other Party only for services satisfactorily rendered to the date of termination. Written notice by either Party shall be sufficient to stop further performance of services by the other Party. Notice shall be deemed given when received by the Party, or no later than three (3) business days after the day of mailing, whichever is sooner.
11. NON-WAIVER. The failure of DISTRICT or CONTRACTOR to see redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, will not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from constituting a violation of such term or condition.
12. COMPLETE AGREEMENT AND MODIFICATION. This Agreement, together with any Exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of DISTRICT and CONTRACTOR with respect to the subject matter of this Agreement and constitutes the total Agreement between the parties. This Agreement supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, will be valid unless made in writing and formally executed and approved by DISTRICT and CONTRACTOR and by necessary Administrators of DISTRICT and CONTRACTOR.
13. SEVERABILITY. If any term, condition, or provision of this Agreement or application thereof to any person or circumstances is held by a court of competent of jurisdiction to be invalid, void, or

unenforceable, or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or application thereof will continue in full force and effect, and will not be affected, impaired, or invalidated in any way.

14. **INTELLECTUAL PROPERTY.** Any improvements to Intellectual Property items, and any new items of Intellectual Property discovered or developed by CONTRACTOR (or CONTRACTOR'S employees, if any) during the term of this Agreement shall become the property of Lemoore Union High School District. CONTRACTOR shall sign all documents necessary to protect the rights of Lemoore Union High School District in such Intellectual Property, including the filing and /or prosecution of any applications for copyrights.
15. **GOVERNING LAW.** The terms and conditions of this Agreement will be governed by the laws of the State of California with venue in Orange County, California.

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

California Technical Assistance Center – PBIS, Inc.

By: Barbara Kelley

Printed Name: Barbara Kelley

Title: CEO/President

Date: July 25, 2016

Lemoore Union High School District

By: Dr. Victor Rosa

Printed Name: Victor Rosa

Title: Assistant Superintendent

Date: 7/26/16