

To: Board of Education

From: Kevin Harrell, director, student intervention services, ext. 2221

Re: Agreement for Consulting Services & Facilitation of CI3T at Secondary Buildings

Date: November 20, 2014

Background:

The University of Kansas, Department of Special Education and Unified School District No. 497, Douglas County, Kansas, Lawrence Public Schools (LPS), are entering into an agreement to enable the University of Kansas, Department of Special Education to provide consulting services and facilitate the CI3T (Comprehensive, Integrated, Three-tiered Model of Prevention) processes for our secondary buildings. This will support Board of Education Goal 2.1.5: *Implement Positive Behavioral Interventions & Supports (PBIS) with Comprehensive, Integrated, Three-tiered Model of Prevention (MTSS:CI3T) as a model.*

Recommendation:

Staff recommends that the district enter into an agreement with the University of Kansas, Department of Special Education, to provide consulting services and facilitate the CI3T processes for our secondary buildings at a cost of \$25,000 for the 2014-2015 school year. The funds will be paid from the Targeted Improvement Grant (TIP), 2805ST0000-55830.

Motion:

"I move the Board of Education approve the agreement between the University of Kansas and Unified School District No. 497, Douglas County, Kansas, Lawrence Public Schools, to provide consulting services and facilitate the CI3T (Comprehensive, Integrated, Three-tiered Model of Prevention) processes for the secondary buildings at the cost of \$25,000."

AGREEMENT
BETWEEN
University of Kansas, Department of Special Education
AND
UNIFIED SCHOOL DISTRICT NO. 497, DOUGLAS COUNTY, KANSAS

University of Kansas, Department of Special Education and UNIFIED SCHOOL DISTRICT NO. 497, DOUGLAS COUNTY, KANSAS, Lawrence Public Schools (LPS), desire to enter into this agreement to enable the University of Kansas, Department of Special Education to provide consulting services and facilitate CI3T(Comprehensive, Integrated, Three-tiered Model of Prevention) processes at the secondary level. To facilitate this purpose, the parties agree as follows:

1. The University of Kansas agrees to:
 - a. Provide properly qualified personnel to perform the required services. Such personnel shall at all times be employees of the University of Kansas and shall not be employees of LPS.
 - b. Assume all responsibility for the employee or employees hired to perform the agreed upon services, including, but not limited to, supervision, compensation, including all employer costs, and required workers compensation and general liability insurance.
 - c. Hold LPS and or its employees or agents harmless from any costs, losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any litigation due to the University of Kansas.
 - d. Maintain logs and/or documentation on the services performed to assist in auditing information.
 - e. Remove and replace any University of Kansas employee working on this project at the request of LPS if LPS documents the need for such change. The University of Kansas will not unreasonably deny such requests.
2. LPS agrees to:
 - a. Pay The University of Kansas the sum of \$25,000 for qualifying services performed. The payment to University of Kansas will be paid after USD 497 Board approval. This payment will include all expenses involved in the consulting and facilitating of CI3T training.
 - b. Assume no employment responsibilities for the personnel hired by University of Kansas to perform the agreed upon services.
3. This agreement is effective upon execution by the parties covering the services performed during the period July 1, 2014 through June 30, 2015.
4. This agreement may be terminated by either party upon thirty (30) days written notice. In the event this agreement is terminated, the agreed amount of \$25,000 will be prorated on a daily

rate basis from the time which the termination is effective and said amount will be returned to LPS.

This Agreement is hereby executed by the undersigned with full authority to bind the respective parties on the dates subscribed hereto.

UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.
By: Kristi Billinger, Director, Research Administration

Date

UNIFIED SCHOOL DISTRICT NO. 497, DOUGLAS COUNTY, KANSAS
By: Shannon Kimball, Board of Education President

Date

UNIFIED SCHOOL DISTRICT NO. 497, DOUGLAS COUNTY, KANSAS
By: Dr. Rick Doll, Superintendent

Date

UNIFIED SCHOOL DISTRICT NO. 497, DOUGLAS COUNTY, KANSAS
By: Kevin Harrell, Director of Student Services

Date