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Contract Number: C-00014107

## CONTRACT

This Contract is entered into between WestEd and the Funder named in Section A. below

### SECTION A: CONTACTS

#### FUNDER

Chico Unified School District  
Kevin Bultema  
Assistant Superintendent  
P: (530) 891-3000 X112  
kbultema@chicousd.org

#### WestEd

WestEd Technical:  
Dona Meinders  
Project Director  
1000 G Street, Suite  
500  
Sacramento, CA 95814-  
0892  
P: 916.492.4013  
dmeinde@wested.org

WestEd Contracts:  
Contracts Management  
Department  
730 Harrison Street  
San Francisco, CA 94107  
P: 415.615.3136  
contracts@wested.org

WestEd Billing:  
Tullnh Wu  
A/R Manager  
4665 Lampson Ave.  
Los Alamitos, CA 90720  
P: 562.799.5188  
twu@wested.org

### SECTION B: WORK OR SERVICES

#### 1. Contract Term

Start Date: 06/01/2016

End Date: 06/30/2017

#### 2. Work or Services to be completed by WestEd (brief description):

Please see Exhibit 1, Scope of Work.

#### 3. Maximum Fees and expenses: \$18,900.00

#### 4. Attachments

The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of this Contract.

See Attached:

<input checked="" type="checkbox"/>	WestEd Terms and Conditions
<input checked="" type="checkbox"/>	Scope of Work, Exhibit 1
<input type="checkbox"/>	Budget Detail
<input type="checkbox"/>	Additional Attachments:

### SECTION C: PAYMENT

#### Payment Schedule:

This is a fixed price contract.  
50% is due upon execution of contract  
50% is due upon completion of services.

#### Checks Made Payable to:

WestEd Accounts Receivable  
4665 Lampson Avenue  
Los Alamitos, CA 90720

#### Electronic Fund Transfers (EFT):

Wells Fargo Bank  
ABA Number 121000248  
Account Number: 4029113164

All payments must include a reference to Contract Number: C-00014107

### SECTION D: AUTHORIZED SIGNATORIES

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

#### WestEd

Agreed and accepted:

Virgilio F. Tinio, Jr.  
Virgilio F. Tinio, Jr. (Jul 21, 2016)

Authorized Signature

Name: Virgilio F. Tinio, Jr.

Title: Contracts Manager

Date: Jul 21, 2016

#### Chico Unified School District ("Funder")

Agreed and accepted:

Authorized Signature

Name:

Title:

Date:



**1.0 Key Personnel:** At all times during the term of this Contract, WestEd's performance shall be under the personal supervision and direction of the WestEd Technical Contact provided in Section A of the Contract cover page.

**2.0 Independent WestEd Status and Responsibilities:** In performing its services, WestEd shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Contract, subject to Funder's general right to inspect work in progress to determine whether the services are being performed in accordance with this Contract. All persons hired and/or contracted by WestEd shall be WestEd's employees and/or subcontractors. WestEd shall be responsible for the accuracy, completeness, and adequacy of all services performed by WestEd's employees and/or subcontractors and shall ensure that all applicable Federal, State and County licensing and operating requirements and all applicable accreditation and other standards of quality generally accepted in the field of WestEd's activities are complied with and satisfactorily met. WestEd voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by WestEd's employees and/or subcontractors in the course of their employment and/or contract. WestEd shall be responsible for payment of applicable income, social security, and other Federal, State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

**3.0 Non-Discrimination in Employment:** No person shall on the ground of race, religion, citizenship, color, disabilities, national origin, sex, age, political affiliation, service in the uniformed services, genetic information or genetic characteristics, ancestry, marital status, sexual orientation, gender identity, pregnancy, physical or mental disability, medical condition or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder.

**4.0 Termination:** It is mutually agreed that either party may terminate this Contract by giving thirty (30) calendar days advance, written notice. Should Funder choose to exercise this termination clause, WestEd shall be paid for all work completed up to and including the date of termination and any non-cancelable obligations. WestEd agrees to submit all final invoices with respect to this Section 4.0 within ninety (90) days of termination of this Contract. See Section 11.0 for specifics regarding notice.

**5.0 Intellectual Property Ownership:** WestEd is the sole and exclusive owner of any newly created work developed by WestEd under this Contract. WestEd hereby grants to Funder a nonexclusive, non-transferable, royalty-free license to use the newly created work for non commercial purposes.

All pre-existing WestEd data and materials provided to Funder by WestEd to assist in the performance of this Contract shall remain WestEd's property. Upon expiration or termination of the Contract for any reason, Funder shall request instructions from WestEd regarding whether Funder should: (i) Erase or destroy any WestEd data and/or materials maintained by Funder; or (ii) Return the data and/or materials to WestEd. This provision shall survive termination of this Contract.

**6.0 Indemnification:** Funder agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions by Funder, its officers, employees and agents in the performance of this Contract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents. This provision shall survive termination of this Contract.

**7.0 No Alteration of Contract:** No alteration, addendum, modification, or waiver of the terms of this Contract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties. No inline delineation or alteration shall be accepted or bind WestEd.

**8.0 Authority to Sign:** Both parties executing this Contract acknowledge and warrant that they possess the authority to enter into this Contract on behalf of their respective companies.

**9.0 Conflict of Interest:** Funder and WestEd agree that, to the best of each party's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause either party to be unable or potentially unable to render impartial assistance or advice to the other party or the other party's objectivity in performing the work might be otherwise impaired, or resulting in an unfair competitive advantage, or that Funder or WestEd has disclosed all such relevant information to the other party. Funder and WestEd agree that if an actual or potential organizational conflict of interest is discovered after this Contract is executed, each party will make a full disclosure in writing to the

other party. This disclosure shall include a description of actions which the party has taken or proposes to take, after consultation with other party, to avoid, mitigate, or neutralize the actual or potential conflict. WestEd or Funder may terminate for convenience this Contract, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If Funder or WestEd was aware of a potential organizational conflict of interest prior to the execution of this Contract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the other party, the Contract may be terminated for default, or the parties may pursue such other remedies as may be permitted by law or this Contract.

**10.0 Confidential Information:** "Confidential Information" shall mean with respect to a party hereto (the "Disclosing Party"), collectively, all technical, financial and business information of any kind whatsoever, including, where appropriate and without limitation, all data, specifications, research projections, processes, techniques, technology, ideas, know-how, improvements, inventions (whether or not patentable or copyrightable), trade secrets, formulae, information concerning research or development by or for the Disclosing Party, information which is or has been generated or received in confidence by or for the Disclosing Party by or from any person, and any other information as well as any and all tangible and intangible embodiments thereof of any kind whatsoever; in each case disclosed by the Disclosing Party to the other party hereto (the "Receiving Party"), or obtained by the Receiving Party through observation or examination of the foregoing, regardless of whether such information or embodiment has been marked as confidential. Confidential Information shall include disclosures in any form, whether in writing, in an electronic format (including without limitation emails, tapes, diskettes, compact disks, or other similar media), and orally (in the case of oral disclosures, only if such disclosure is identified as confidential prior to disclosure). Each party agrees: (a) to hold the other party's Confidential Information in strict confidence in accordance with this Section 10.0; (b) to exercise at least the same care in protecting the other Party's Confidential Information from disclosure as the party uses with regard to its own Confidential Information; (c) to restrict dissemination of Confidential Information within its organization to employees/personnel having a need to know in connection with the stated or defined purpose herein; (d) not to disclose such Confidential Information to third parties without the prior, written consent of the disclosing party; and (e) not to use any Confidential Information for any purpose except for the stated or defined purpose herein without the prior written consent of the disclosing party.

**11.0 Notices:** Any notice or other communication shall be in writing, and will be considered to have been given if delivered by hand or sent by certified United States mail, return receipt requested, or by commercial courier service to the other party at the address stated above or to such other address as may be specified by either party in a notice to the other. Notice is effective upon receipt.

**12.0 Force Majeure:** WestEd will not be liable for any failure to perform as required by this Contract, if the failure to perform is caused by circumstances reasonably beyond WestEd's control, such as labor disturbances or labor disputes of any kind, accidents, failure of governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, theft, or other such occurrences.

**13.0 Governing Law:** This Contract shall be governed by the internal substantive laws, but not the choice of law rules, of the State of California.

**14.0 Entire Agreement:** This Contract, together with Exhibits hereto, is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

**15.0 Severability:** If any provision of this Contract is found by a court to be void, invalid or unenforceable, this Contract will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Contract.

**16.0 Counterparts:** This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**17.0 Order of Precedence:** In the event of a discrepancy between these terms and conditions and any additional exhibits or attachments, the language of these terms and conditions will prevail.





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**Co-Teaching  
Scope of Work  
Chico Unified School District**  
***Co-Teaching: A Model for Effective Practices to Meet the Needs of ALL Learners  
in the General Education Classroom***

**Intended Audience:** General and Special Educators who are currently co-teaching; district and site personnel who provide support for co-teachers

**Workshop Purpose:** Establish the purpose of and research supporting co-teaching as an instructional delivery model.

**Workshop Description:** This workshop will establish a shared understanding of the purpose of co-teaching, explore the research that supports this instructional delivery model as a valuable component of the range of inclusive practices designed to meet the academic needs of students with disabilities. The workshop will define what co-teaching is and is not, the challenges and solutions to implementing a successful and sustainable co-teaching program, and examine the six co-teaching instructional models. Participants will be provided with tools and resources to support their continued learning.

**Scope of Work To Include:**

Professional Development:	Target Audience	Days	Cost
<b>WORKSHOP</b> Participants will: <ul style="list-style-type: none"> <li>Understand the purpose, pedagogy, and research that supports co-teaching as an effective service delivery model option;</li> <li>Recognize the tangible supports that must be provided at district and site level for successful implementation of co-teaching;</li> <li>Identify "look fors" when</li> </ul>	District and Site administrators; district and site coaches and other support personnel.  <b>June 7, 2016</b> <b>AM Session 3 hours:</b> <b>General introduction to the basics of co-teaching for mixed audience of general and special educators, district and site admin.</b>  <b>June 7, 2016</b> <b>PM Session 3 hours:</b> <b>Teachers who have been co-teaching:</b>	<b>1</b>	<b>\$2700</b>



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visiting a co-taught class; • Explore creating site and district-level action plans for implementing and refining co-teaching.	• review the six co-teaching instructional models • set goals for implementing the instructional models • create shared task list • review structures for effective use of co-planning time; • create action plan for co-teaching 2016-2017.		
<b>WORKSHOP</b> Participants will: <ul style="list-style-type: none"> <li>• Reflect on the use of the six instructional models in the co-taught classroom;</li> <li>• Review how to implement each model for different grade levels, class structures, and content areas;</li> <li>• Explore the importance of providing structured student interaction for all students focused on increasing use of academic language;</li> <li>• Understand the principles and guidelines of Universal Design for Learning Instructional framework.</li> </ul>	General and special educators who will be co-teaching.	3 Days (spread throughout the school year)	\$8100
<b>CLASSROOM VISITS and Coaching</b> WestEd consultant will visit co-taught classes prior to workshops (after the first workshop) to gather data and information which will inform refinements made to the PD plan for future workshops.	Meet with co-teachers after observing their class to provide actionable feedback and support; partner with program specialists and district support personnel to build sustainable support model.	3 Days (spread throughout the school year)	\$8100



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<b>Needs and Perception Survey</b>	Administer a needs and perception survey to identify current status of co-teaching and inclusive practices in the district; use data to inform PD and support plans. Administer 2-3 times during the year (a pre-and post as well as a mid-progress assessment).		
<b>Total</b>			<b>\$18,900</b>

**Contact:**

Kevin Bultema  
Assistant Superintendent  
Phone: 530-891-3000 ext. 112  
Email: kbultema@chicousd.org  
1163 East Seventh Street  
Chico, CA 95928



## CONSULTANT AGREEMENT

This Consultancy Agreement (the "Agreement") is made and entered into this 08/01/2016 (the "Effective Date") by and between FAMILY BEHAVIOR SOLUTIONS, LLC with its principal place of business located at 333 MAIN STREET SUITE 200 CHICO CA 95928 (the "Company") and CHICO UNIFIED SCHOOL DISTRICT with its principal place of business located at EAST SEVENTH STREET CHICO CA 95928 (the "Consultant") (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, the Company is in the business of providing board certified behaviour analyst to perform varying consultation, assessment and training. This may include functional behavioral assessments (FBA), functional analysis assessment (FAA), general classroom observations and related consultation, the creation or revision of behavior intervention plans (BIP), participation in IEP team meetings and discussions, the creation of associated materials, and data collection, review and analysis/reporting.

WHEREAS, the Consultant has expertise in the area of Applied Behavior Analysis (ABA), in the form of Board Certification from the Behavior Analyst Certification Board (i.e., BCBA), including experience with problematic behaviour intervention, classroom curriculum and environmental modifications, and developmental delay assessment and teaching.

WHEREAS, the Company desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the Company;

NOW, THEREFORE, the Parties hereby agree as follows:

### 1. Engagement and Services

- (a) Engagement. The Company hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Consultant hereby accepts the engagement.
- (b) Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.
- (c) Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- (d) Representation and Warranty. Consultant represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

## **2. Consultancy Period**

(a) Commencement. This Agreement shall commence on the Effective Date of July 1, 2017 and shall remain in effect until June 30, 2016 or the earlier termination of this Agreement as provided in Article 2

(b) (the "Consultancy Period").

(b) Termination. This Agreement may be terminated by the Company, without cause and without liability, by giving THIRTY (30) calendar days written notice of such termination to the Consultant. This Agreement may be terminated by either Party by giving THIRTY (30) calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include: (i) any violation of the terms of Articles 1(d), 3, 4, 5, 6, 8, 10 and 11,

(ii) any other breach that a Party has failed to cure within THIRTY (30) calendar days after receipt of written notice by the other Party, (iii) the death or physical or mental incapacity of Consultant or any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services, (iv) an act of gross negligence or willful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.

(c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

## **3. Consultancy Fee and Expenses**

(a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the Company shall pay Consultant a Consultancy fee \$85.00 for each hour of Services provided to the Company

(b) Expenses. Consultant shall incur expenses reasonably incurred in the performance of the Services.

(c) Payment. The Consultant shall submit to the Company a monthly invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within THIRTY (30) calendar days after receipt thereof by the Company.

## **4. Work Product and License**

(a) Defined. In this Agreement the term "Work Product" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

(b) Ownership. Consultant agrees to assign and does hereby assign to Company all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the Company and Consultant will not have any rights of any kind whatsoever in such Work Product.

Consultant agrees, at the request and cost of Company, to promptly sign, execute, make and do all such deeds, documents, acts and things as Company may reasonably require or desire to perfect Company's entire right, title, and interest in and to any Work Product.



Consultant will not make any use of any of the Work Product in any manner whatsoever without the Company's prior written consent. All Work Product shall be promptly communicated to Company.

**5. Confidential Information**

(a) Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the Company's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Company either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from the Company and was not acquired by the Consultant from the Company under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Company, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of the Company.

(b) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Company, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Company's earlier request, Consultant will deliver to Company all of Company's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

**6. Interference with Business**

(a) Non-Competition. During the term of this Agreement, Consultant will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Company without obtaining the prior written consent of the Company.

(b) Non-Solicitation. Consultant agrees that for a period of one (1) year after termination of this Agreement, Consultant shall not:

- (i) divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or



(ii) employ, solicit for employment, or recommend for employment any person employed by the Company, during the Consultancy Period and for a period of one (1) year thereafter.

**7. Insurance**

Consultant shall maintain at its sole expense liability insurance covering the performance of the Services by Consultant. Such insurance coverage shall have limits and terms reasonably satisfactory to Company, and Company may require Consultant to provide to Company a certificate of insurance evidencing such coverage.

**8. Independent Contractor**

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Company. The Consultant shall have no right to receive any employee benefits provided by the Company to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Company in respect of any obligation that may be imposed on the Company to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Company as its agent or to make commitments on behalf of the Company.

**9. Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of THIRTY (30) calendar days, either Party shall have the right to terminate this Agreement upon THIRTY (30) calendar days' prior written notice to the other Party.

**10. Non-Publicity**

Each of Company and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

**11. Assignment**

The Services to be performed by Consultant hereunder are personal in nature, and Company has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Company's prior written consent. Nothing in this Agreement shall prevent the assignment by the Company of this Agreement or any right, duty or obligation hereunder to any third party.

**12. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of California and Department of Education without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the courts of Butte County.



**13. General**

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

**14. Survival of Provisions**

The following provision of this Agreement shall survive the termination of this Agreement: Articles 2 (c), 3, 4, 5, 6 (b), 7, 8, 10 and 15 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.



Signed for and on behalf of  
Chico Unified School District  
By:  
Title:

Signed for and on behalf of  
Family Behavior Solutions, LLC  
By: Jonathan McCabe, MA, BCBA  
Title: Owner/Behavior Analyst

Chico Unified School District paid Family Behavior Solutions/Family First approximately \$4,930.00 in 2015-16.
--



CenterTrack® Proposal for  
Chico Unified School District  
Proposal Number 1809  
June 17, 2016

## **PROPOSAL OVERVIEW**

Controltec is pleased to offer this proposal for CenterTrack, our center-based, childcare management software system. Please review the various sections of this proposal for detailed information about program functionality and deployment matters.

CenterTrack is accessed through standard Internet browsers on workstations running Microsoft Windows up to version 10 or Apple iOS up to version 9.

Any features or enhancements that are not specifically listed in this proposal are not included in the cost herein and will require subsequent proposals, if requested.

## **OPTIONAL MODULES**

None

## **LICENSE FEES**

CenterTrack deployments are licensed according to the number of active children served or number of users accessing the system. The licensing fees consist of an initial one-time license fee and monthly usage and maintenance fees, which are billed annually, in advance.

This proposal is based on approximately (72) total active children a month in CenterTrack on average, annually. If using child count, the monthly license fees will remain fixed up to 97 children. If the monthly active child count fluctuates 10% above this figure then subsequent invoices will be adjusted proportionately.

## **HOSTING DETAILS**

CenterTrack is accessed via a secure Internet connection. Controltec, Inc. will host the website and database on its servers, which are housed in a discrete, co-location Internet hosting facility.

The system will be hosted at a co-location facility in San Diego, California. The facility has three redundant fiber paths for its Internet service. The first circuit is their primary and second circuit is used as the failover. The facility provides a physically secure (biometric scanners, key FOBs, access list, check-in/check-out list, and photo ID required), climate controlled facility with





redundant power, which provides emergency failover to protect all systems. This includes backup power by diesel generators in the event of a complete blackout of the local power grid.

We have a server standing by to take over both web and database services in the event of a single server failure and our database server is set up in a redundant mode to provide standby data recovery of no more than ten minutes of data loss.

In the event of a catastrophic loss of the primary server, the backup system will be operating live within no more than 24 hours. In very unlikely the event of a catastrophic loss of the entire data center, the backup system will be operating out of Controltec's internal data center temporarily within 72 hours until a new primary datacenter is established.

Controltec uses the Microsoft SQL Server as its database. Controltec reserves the right to upgrade to the latest versions of the SQL Server as Microsoft makes them available. Upgrades will not affect customer operations.

Our data backup strategy includes backing up data onto a backup/standby server (databases capture data every ten minutes) as well as a daily tape backup and quarterly tape archive. All data is carried offsite weekly on backup media in addition to the ongoing system backup strategy.

Controltec's external systems are self-monitoring. Whenever any failure is detected, an engineer is alerted via a telephone call and will either deal with the emergency directly or call the responsible person. This monitoring takes place on a continual basis.

## **OWNERSHIP OF DATA**

All data in your agency's database is entered and owned by your agency. Controltec never makes changes to the data, unless specifically requested in writing by your agency in the course of normal support operations. At the end of the contract, your agency can request a backup copy of the database which will contain all agency data as of the end of the contract. Such backup will be delivered through a secure transmission process or on separate media.

## **SECURITY, UPDATES AND PATCHES**

Controltec engineers maintain all of our hosted systems. The Cisco ASA 5520 firewall is used to protect all of Controltec's web and database servers and internal networks. Operating systems are monitored and patched when necessary, as instructed by Microsoft. The firewall is updated as needed.

All of Controltec's hosted systems are running under digital certificates by Symantec. The CenterTrack system is protected by a 2048 bit RSA secure certificate, the cost of which is covered if the site is published under a Controltec secured domain name. If an agency requires a different domain name then a unique digital certificate will need to be purchased, which will be

billed to the agency. There is an annual renewal fee of approximately \$395, which will be billed to the agency to cover the renewal cost for the digital certificate.

## **SERVICES – DEPLOYMENT**

### *Project Management*

Project Management includes overseeing the system deployment and coordinating all customer communications. Project management activities will be performed remotely, via telephone or webinar connections. Our project manager will meet with your management staff and IT departments to establish a detailed plan to manage the transition from your existing processes to CenterTrack, creating what will be known as your Timetable. This meeting will include a detailed process review and discussions of any hardware or software requirements that may be necessary. The project manager will create a schedule of all transition events and define the items for the CenterTrack deployment. During this phase of deployment, your agency needs to have key people accessible for discussion with Controltec's project manager and engineers. Some of this work may be done in onsite visits, some in conference calls or via email. In the event that more than eight (8) hours of Project Management time are required, through no fault of Controltec, then additional charges may be incurred, if authorized in advance by the agency.

### *System Installation*

Controltec configures the servers and installs the complete CenterTrack system on its servers. Once the database and application have been installed, they are thoroughly tested to confirm proper operation. The date upon which this action is completed is known as the 'Deployment Complete Date.'

### *System Checkout*

The Controltec project manager tests the CenterTrack system for data integrity. This will normally include an on-line examination of the data by both the Controltec project manager and a representative of your agency.

## **STAFF TRAINING**

### *Training Overview*

There are ten and one half (10.5) hours of training, which will be provided remotely, via telephone or webinar connections. Training typically consists of classroom and hands-on training. For each session, we spend the beginning with overview classroom training that all users participate in. During the second session, the users return to their workstations and the Controltec trainer assists individuals and small groups with software methodology, use and general features. This is repeated for subsequent sessions with different subject matter. The date upon which Training is completed is known as the 'System Complete Date'.



## **DATA MIGRATION ANALYSIS**

From time to time, agencies request that Controltec electronically import data they have in their current childcare systems into CenterTrack, or export data from CenterTrack to third-party systems. Before an accurate assessment of the costs involved to import data from or to CenterTrack can be provided, Controltec engineers must examine the data structures of the system that the data will import from or export to. If your agency requests these services, this examination is essential and will result in costs to your agency, regardless of the outcome achieved.

Once the examination has been completed, our engineers review the results with your project manager to identify which data elements can be imported or exported. If you elect to move forward with the data import or export, Controltec will issue a service order, which will list the additional cost to complete these services. If you elect not to proceed, then your agency should make arrangements to manually enter the required data into CenterTrack and no further Data Exchange Service charges are incurred.

This proposal does not include any Data Analysis Services.

## **CUSTOMIZATIONS**

Also, from time to time, agencies request that Controltec make customizations to CenterTrack. Customizations include modifications to reports, documents, letters, notices and any other minor tasks that an agency might want included in CenterTrack.

This proposal does not include any system customizations. If any system customizations are requested later then they will need to be detailed in subsequent proposals and will incur additional costs.



## INVESTMENT SUMMARY

<b><i>Software (one-time license cost)</i></b>			
License Fee			\$1,030.00
Referral Discount if purchased by 7-31-16			-\$500.00
Optional Modules			\$0.00
<b>Total for Software</b>			<b>\$530.00</b>
<b><i>Services</i></b>			
Deployment			\$1,448.00
Training			\$1,302.00
Transition Support			N/A
Data Migration			N/A
Customizations			N/A
<b>Total for Services</b>			<b>\$2,750.00</b>
<b><i>Usage Fees</i></b>			
	Monthly	Annual	
Maintenance Fee	\$77.00	\$924.00	
Service Usage Fee	\$50.00	\$600.00	
<b>Total Fees</b>	<b>\$127.00</b>	<b>\$1,524.00</b>	





## TERMS

<b>One-time Fee (first year contract)</b>		<b>\$4,804.00</b>
One-time Fee Payment Schedule.		
Project Start Fee <i>50% of One-time Fee</i>	\$2,402.00	Upon execution of contract
Deployment Complete Fee <i>25% of One-time Fee</i>	\$1,201.00	Due and payable upon Deployment Complete Date or in the event of a delay by Client to the Timetable the earlier occurrence of forty-five (45) days subsequent to Project Start.
System Complete Fee <i>25% of One-time Fee</i>	\$1,201.00	Due and payable upon the System Complete Date or in the event of a delay by Client to the Timetable the earlier occurrence of sixty (60) days subsequent to Project Start.
<b>Total First Year Cost</b>		<b>\$4,804.00</b>

Monthly payment schedule for subsequent 12 months periods		
<i>(Billed annually, in advance)</i>		
Maintenance Fee	\$77.00	System maintenance and support
Service Usage Fee	\$50.00	Service usage
<b>Total Monthly Fees after 12 months</b>	<b>\$127.00</b>	

## MAINTENANCE PLANS

Maintenance plans enable Controltec to provide telephone and email support, as well as make mandated program enhancements and corrections. For this reason, we require all agencies to maintain an active support agreement.

## OPTIONS

### *Training and Transition Support*

It is difficult to predict how much total training or transition support an agency may require. Additional training or transition support can be purchased at anytime at the prevailing rates, plus actual travel expenses.

### *Additional Services and Customizations*

From time to time, our clients request custom features, reports and interfaces, which Controltec refers to as Extra Services. Controltec can respond to such requests. Upon receipt of such a request we will produce a detailed quotation specifying deliverables as well as associated costs. The prevailing hourly rate for extra services or customizations of any kind is \$156.00 per hour.

### **EXCLUSIONS**

The following items are not included in this proposal and if required, must be obtained by the client:

- Local telephone charges to the agency. Our support team uses online meetings and webinars to train, troubleshoot and sometimes configure and install. The call-in numbers for online support and webinars may be, in some circumstances, long-distance numbers for local agencies. Controltec tries to use 800 numbers when possible to support such calls, but may not always be able to do so. Under no circumstances can Controltec be responsible for any telephone charges to local agencies by their phone companies. We advise our agencies to check their long distance plans carefully before participating in online meetings or webinars.
- Internet connections
- Network cabling
- Any hardware
- Software support or license fees charged by any third party vendors that interface with CenterTrack
- Any third party software (The only plug in used by CenterTrack is the standard Adobe reader for display of reports and forms).

### **VALIDITY**

This proposal is valid until July 31, 2016.