

Board Office Use: Legislative File Info.	
File ID Number	14-2120
Introduction Date	11-5-14
Enactment Number	14-1843
Enactment Date	11/5/14 <i>2A</i>



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Antwan Wilson, Superintendent

Board Meeting Date
 (To be completed by Procurement) 11/5/14

Subject Professional Services Contract - Software Project Consulting Inc
 - Student Assignment Center (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Software Project Consulting Inc. Services to be primarily provided to Student Assignment Center for the period of 09/20/2014 through 06/30/2015.

Background
A one paragraph explanation of why the consultant's services are needed.

Software Project Consulting Inc. is needed to perform a series of crucial data tasks for the Student Assignment Center. We rely on the contractor's expertise to create data solutions for very complex work around Options, Initial CELDT testing, Parent Notification Letters, reporting of space and assignments to schools and principals. The contractor writes and operates customized Sequel Server software that links with OUSD's SIS (Aeries) to provide real time data on assignments and space availability, to meet current LCFF, Projection and Contractual requirements by schools. The Student Assignment Center relies on SPCI's expertise and quick turnaround for critical tasks and fixes for our lottery process and the execution of state mandated mailings to parents (PNL), and the reclassification of eligible English Language Learners. SPCI has produced excellent results in the past 7 years and has continued to provide increasing levels of functionality and data reporting for the Student Assignment Center and other partners within OUSD.

Discussion
One paragraph summary of the scope of work.

Operation and Fixes for:
 Generate mail merge for Parent Assignment Letters, Parent Notification letters, Reclassification.
 Generate Principals Lists for Assignment (Options), Reclassification, PNL Letters.
 Lottery run for Options 2015. Database tool to connect assignments with Aeries. 1-2-3-4 Report to clean up Aeries per changes in assignments throughout year. Bus Pass delivery system to log usage of transportation for re-directed students. Persistence reports, Additional Options Data analysis.
 Generate lists for initial CELDT testing at school sites, Generate lists for reclassification. Generate certificates for parents and students around reclassification. Generate pre-printed applications for CDC, 5th and 8th Grade students. Provide on-time support for assignments of charter closures as needed.

Recommendation Ratification of professional services contract between Oakland Unified School District and Software Project Consulting Inc. Services to be primarily provided to Student Assignment Center for the period of 09/20/2014 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) General Purpose
 not to exceed 35,000.00

- Attachments
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Insurance Certification
 - TB screening documentation
 - Statement of qualifications

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Software Project Consulting Inc (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 09/20/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$ 84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$ 84,100, whichever is later. The work shall be completed no later than 06/30/2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty five thousand and 00/100 Dollars (35,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 50.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: _____.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A, which shall not exceed a total cost of _____.

5. CONTRACTOR Qualifications / Performance of Services:

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Yusef Carrillo
Site /Dept.: Student Assignment Center
Address: 746 Grand Ave
Portable A
Phone: 510-273-1643
Email: yusef.carrillo@ousd.k12.ca.us

CONTRACTOR:

Name: Paul Gerken
Title: President
Address: 120 Ronada Ave
Piedmont CA 94611
Phone: 510-601-9200
Email: paulgerken@compuserve.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

Signature of Mary Jo Johnson-Sidwell
President, Board of Education
Superintendent
Chief or Deputy Chief
Secretary, Board of Education

CONTRACTOR

Signature of Paul Gerken
Contractor Signature
Paul Gerken
President
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-2120
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By: [Signature]

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Software Project Consulting will perform the following:

Operation and Fixes for:

Generate mail merge for Parent Assignment Letters, Parent Notification letters, Reclassification.

Generate Principals Lists for Assignment (Options), Reclassification, PNL Letters.

Lottery run for Options 2015.

Database tool to connect assignments with Aeries.

1-2-3-4 Report to clean up Aeries per changes in assignments throughout year.

Persistence reports.

Additional Options Data analysis.

Generate lists for initial CELDT testing at school sites, Generate lists for reclassification. Generate certificates for parents and students around reclassification. Generate pre-printed applications for CDC, 5th and 8th Grade students. Provide on-time support for assignments of charter closures as needed.

Create new bus pass database system for 2014-2015 school year, maintain database and respond to bugs with fixes and operational training and support as directed by management.

Modify code for Central-Enrollment Tool to incorporate messaging and assignment confirmation process for all principals and staff at school sites. Scale Central-Enrollment Tool from operations internal only to a Central Office-School site data nexus.

WORK EXPERIENCE

Wells Fargo-Business Direct 5/12 - 7/12 -- Contract

Data Developer/Subject Matter Expert

Designed and wrote Collateral Monitoring for Secured Line of Credit (SLOC).

A daily suite of twelve programs in SAS and COBOL, plus 3 NDMs to Oracle db,

with seven extracts from other SOR, including 5 from Hogan systems.

Handled three data quality fixes to BD cardholder files for the product team.

Wells Fargo-Business Direct 10/11 - 12/11 -- Contract

Data Developer/Subject Matter Expert

Update FDR Customer number using Hogan Customer XREF--

Created monthly stream of four jobs to coordinate data across two systems

Fixed Wachovia converted data for Annual Gross Sales

Wells Fargo-Business Direct 5/09 - 11/10 -- Contract

Data Conversion Developer/Subject Matter Expert

Wachovia Credit Card (TSYS) and Credit Line (FDR) conversions--

-

File Interfaces testing and validation for 250 files

Data Migration semi-monthly system for 11 files

Marketing extracts via SQL for customer letters

Names extracts, matching, and Guarantor updating sub-system

Oakland Unified School District 3/05 - present -- Contract

Research Analyst/Application Developer

Starting to re-implement the CET Web site, adding Confirmations

Designed and implemented the following applications--

Central Enrollment Tool for next year's school assignments (mainly K,6,9)--

About 20 screens(Access), 4 tables(SQL Server), 60 reports(Excel lists, Pivot Tables)

Wait List data entry, reporting, and drill-down of unassigned students

BiLingual Testing planning, reporting, and mail-merge processing

GPA Disaggregation using Access, MS-SQL and custom forms
CAHSEE (Exit Exam) analysis using MS-SQL and EXCEL pivot tables

Attendance reporting of period absences using normalized MS-SQL tables and dynamic SQL GROUP-BY statements

ProSearch Staffing 1/04 - 2/05

Consultant

Connected Lan membership database with Web update screens using email queues

Wrote form VBA code for outbound SMTP and inbound POP3 access via shareware components

Wrote VBA Access 2000 methods for the Lan, and updated the HTML/PHP web pages

Ran pilot tests, refactored operational interface for ease of use

Piedmont Unified School District 4/03 - 11/03 Contract

Research Analyst

Satisfied GASB-34 regulation for fixed asset accounting

Created Excel depreciation system, using VBA macros to compute annual depreciation

Accommodated partial year depreciation, via arithmetic on asset purchase/sale dates

Reviewed results with users and with outside auditors

Infinidim Enterprises 3/03 - 4/03 Contract

Technical Consultant

Used JMP (a JVM-PI Memory Profiler) to diagnose a JAI/TIFF image processing program

Rewrote IO as low-level direct seek and read to grab an entire row into an array

Rewrote main to handle all 100 input files in parallel, by using arrays of files & buffers

Reduced run time by a factor of 60 (from 28 hours down to 28 minutes)

and memory requirements by a factor of 30 (from 1.5 Gb down to 50 Mb)

(Family matters 5/02 - 9/03)

(Assistant Administrator during mother-in-law illness, hospice, and estate/tax/trust distribution)

Wells Fargo Bank, Credit Card Systems 10/97 - 12/01 Contract

Technical Leader

Team Leader for Business Interfaces, to eliminate 45 of the 100 files going to other systems

Reduced external vendor NDM (TCP/IP) file transmission costs by \$45,000 per month

Developed special SAS-Macro reporting via Proc-Tabulate / 2-D Pivot Table for acceptance testing

Wrote functional QA tests for account creation, deletion, cloning, embossing, activation,

purchases, statements, rewards, payments, delinquency, charge-off, and general ledger

Handled rewards programs and interfaces to Maritz and to NCCI, and cashback program

Used automated nightly test runs to certify programming changes

Coordinated problem solving analysis of departmental time-series analytical database (TSBK)

Analyzed source code to determine quantity/quality of custom changes for Wells Fargo

Team Leader for Business Credit Card specifications of a new reporting subsystem

Designed pilot system in SAS, and leader of a 3 person Cobol development team

Created and QA-ed 15 reports for 2 departments, which were tested by external auditors

Design Leader for migration of programs and data for Credit Card BIN# changes

Migrated 250,000 Consumer accounts to Business, giving lower MasterCard Association fees to the bank

Designed specifications for 150 Cobol program changes; wrote test matrix and plans

Programming Leader for the Cobol changes; ran full parallel tests of the conversion

Conducted installation script reviews with all 5 operations shifts

Participated in post-installation reviews, where only 2 minor problems were found

SBC Pacific Bell 3/96 - 8/97 Contract

Senior Technical Leader

Subject Matter Expert (SME) for daily reporting of customer service volume, backlog, and performance

Leader of 3 person team creating 25 reports in SAS from incremental verbal user department requests

Migrated system to new data feeds, created special "one-time" ad-hoc reports, and installed into production

Sr. Technical Leader of 10 person development team handling pending phone orders

Wrote technical specifications, analyzed prior system Cobol programs, gathered user requirements

Assigned team tasks and monitored team progress, planned test scenarios and cases with QA members

Test plans included processing new, change, and drop orders, plus system

interfaces

for field provisioning, switch activation, 911/411, and directory/yellow pages
Coordinated changes to security, CICS tables, control files, ENDEVOR, and to operations

Installed initial subsystem of 4 screens plus menus, installed improved order print program,

installed 11 screen on-line data entry subsystem, installed TCP/IP links to outside competitors

Wells Fargo Bank 6/95 - 12/95 Contract

Technical Leader

Technical Leader of 4 person O-O re-engineering team

Migrated Cobol/CICS system to Client/Server using HPS Rules language from SEER

Wrote technical specifications, planned migration schedule, analyzed current retail traffic

Configured 3 test environments for unit/system/acceptance test beds

First Nationwide Bank 10/93 - 12/94 Contract

Design Leader

Design Leader and implementor of a new ATM/VISA Check Card

Participated in JAD with 15 users to develop 200 pp Requirements document
Designed the application; lead development team in writing 250 pp functional specifications

Supervised over 525 module changes in Cobol to both CICS on-line and batch operations

Handled relations with 3 vendors, including DES encryption coding and testing

Wrote 23 user change orders to specifications; wrote test conditions and test matrix

Supported independent test team in resolution of test items

Installed system, performed pilot rollout to employees, and then customer rollout

New features generated over \$104,000 of new revenue in first 2 months of operation

Memberships

Berkeley Community Chorus and Orchestra (BCCO)

Berkeley, CA

San Francisco Choral Society

San Francisco, CA

Software Developers Forum

San Jose, CA

EDUCATION

ASP.NET 3.5 in C#

Foothill College, Los Altos Hills, CA

Java, JSP, XML, HTML, Agile, TDD, Linux
Software Development Conferences, San Jose, CA

Competent Toastmaster (CTM) Public Speaking
Lakeview Toastmasters, Oakland, CA

OO-Design in Java
UCB Extension, San Francisco, CA

Graduate Studies in Systematics
University of Chicago, Chicago, IL

B.A., Mathematics and Philosophy (double major)
Valparaiso University, Valparaiso, IN

PRODUCER Phone: (650) 348-9130 Fax: 650-348-9135
HACKWORTH & COMPANY
 111 ANZA BLVD. #416
 BURLINGAME CA 94010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

Agency Lic#: 0B95268

INSURED
SOFTWARE PROJECT CONSULTING
 120 RONADA AVENUE
 PIEDMONT CA 94611

INSURER A: **The Hartford**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBAAZ1799	07/01/14	07/01/15	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	MED. EXP (Any one person) \$ 10,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 2,000,000				
	PRODUCTS-COMP/OP AGG. \$ 2,000,000				
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBAAZ1799	07/01/14	07/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
GARAGE LIABILITY ANY AUTO					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
EXCESS / UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below					WC STATU-TORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED. POLICY EXCLUDES PROFESSIONAL LIABILITY AND TESTING OR CONSULTING ERRORS & OMISSIONS. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED. IN SOME CASES WE ARE UNABLE TO PROVIDE CERTAIN COVERAGE OR TERMS AND CONDITIONS THAT MIGHT APPLY TO THE VENDOR'S CONTRACT. PLEASE READ THIS CERTIFICATE CAREFULLY AND DISCUSS ANY DISCREPANCIES WITH THE POLICYHOLDER.

CERTIFICATE HOLDER

CANCELLATION

OAKLAND UNIFIED SCHOOL DISTRICT
 1025 SECOND AVENUE
 OAKLAND, CA 94606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.

Attention:

AUTHORIZED REPRESENTATIVE

Kathy Hackworth
 Kathy Hackworth

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

Additional directions and related documents are in the Knowledge Center on the Intranet and Contracts Online 2.0 Tool

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including the Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist For All Consultants: Authorization to Work, which indicates vendor has cleared the registration and background check
 For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
 For All Consultants: Statement of qualifications (organization); or resume (individual consultant).

OUSD Staff Contact Emails about this contract should be sent to: (required) yusef.carrillo@ousd.k12.ca.us

Contractor Information

Contractor Name	Software Project Consulting Inc	Agency's Contact	Paul Gerken				
OUSD Vendor ID #	V054448	Title	President				
Street Address	120 Ronada Ave	City	Piedmont	State	CA	Zip	94611
Telephone	510-601-9200	Email (required)	paulgerken@compuserve.com				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	09/20/2014	Date work will end	06/30/2015	Other Expenses	
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours (required)	700		

Budget Information

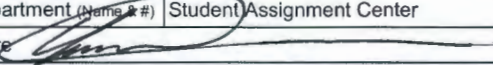
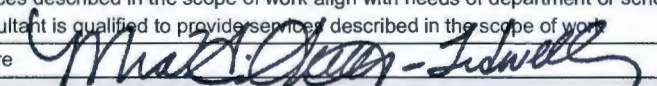
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0000	GP	9071201205	5825	\$ 35,000.00
			5825	
			5825	
Requisition No. (required)	R0150158		Total Contract Amount	\$ 35,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Yusef Carrillo	Phone	510-273-1643
	Site/Department (Name & #)	Student Assignment Center		Fax	510-273-1602
	Signature			Date Approved	9/22/2014
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships <input type="checkbox"/> Risk				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
3.	Network Superintendent/Deputy Network Superintendent				
	Signature			Date Approved	
4.	Chiefs / Deputy Chiefs Consultant Aggregate <input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	9/26/14
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	Date
Procurement	Date Received			PO Number	P1500293